

**CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Good Samaritan, a California non-profit corporation, (hereafter "Contractor"):

WITNESSETH

WHEREAS, County has a need for an independent contractor to provide Substance Abuse Detoxification "Detox" services and alcohol and drug-free housing that provides special services for pregnant and parenting women, as more particularly described on Exhibit A, attached hereto; and

WHEREAS, Contractor has demonstrated a close collaboration with County, providing an essential element in the perinatal addiction services continuum; and

WHEREAS, Contractor operates a detoxification and residential facility that provides detoxification services and an alcohol and drug-free transitional living environment for women with addictions and their children

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services.

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration.** The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions.** Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. **Business Associate Agreement.** Contractor shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.

7. **Qualified Service Organization.** Contractor shall comply with the County's Qualified Service Organization Agreement in accordance with Exhibit G, a copy of which is attached hereto and incorporated herein by reference.
8. **Perinatal Services Network Guidelines.** Contractor shall comply with all of the relevant provisions of the Perinatal Services Network Guidelines attached hereto as Exhibit H and incorporated herein by reference

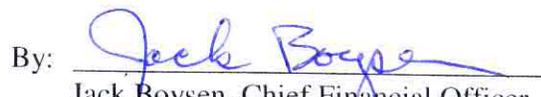
IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR

By: 
Sylvia Barnard, Executive Director

Tax ID# Tax ID is held in confidential file

CONTRACTOR

By: 
Jack Boysen, Chief Financial Officer

COUNTY COUNSEL

Approved as to form and legal effect.

RITA NEAL
COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 8-8-13

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

EXHIBIT A
CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY

SCOPE OF SERVICES

Detoxification Services

1. Scope of Services: Contractor shall provide, maintain and operate a licensed drug and alcohol-free detoxification facility.
 - a. Contractor Service Specifications:
 - 1) Contractor shall provide residential detoxification services for clients referred from San Luis Obispo County Drug and Alcohol Services. Referrals are subject to Drug and Alcohol Services program supervisor approval.
 - 2) Contractor shall maintain all required elements necessary to remain operational as a Licensed Alcohol and Drug Residential Detoxification Program.
 - 3) Once a referral has been made, Contractor shall schedule an appointment with the prospective client to discuss the detoxification program; to review program rules and expectations; to answer any questions the client may have, to confirm that the client is making an informed decision to voluntarily participate, and to determine the client's appropriateness for the services.
 - 4) Referral placement is restricted to space availability. Further restrictions could occur in complying with Contractor policies
 - 5) Once it is determined that space is available, that the prospective client is willing to live at, and participate in detoxification services, the Contractor shall coordinate the participant's move-in time and location.
 - 6) Contractor is solely responsible for terminating a participant's detoxification placement and agrees to comply with applicable laws and legal processes necessary to effectuate such a termination. Contractor may terminate participants' placement for failure to comply with program rules and requirements. Every effort shall be made by Contractor to resolve issues and problems prior to terminating a participant from the detoxification program. Contractor shall notify the County of clients' early termination within one business day.
 - 7) Contractor understands that County will pay for a minimum of 3 days, and a maximum of 14 days of detox services per referred client. Any cost for detox services beyond what the County has determined to be appropriate (3-14 days) shall be the responsibility of the client, and/or Contractor.

b. County Service Specifications

- 1) County shall refer clients to detox services.
- 2) County shall make a determination as to the number of days of detox service the County will pay for. County shall put this determination in writing as part of the written referral given to client and Contractor.
- 3) County shall pay for a maximum of 14 bed days per referred client per year. This limit may be extended with written authorization from the County. County shall determine and provide written authorization for days of service per client.

Perinatal alcohol and drug free housing services:

1. Scope of Services: Contractor shall provide, maintain, and operate a Perinatal Sober Living Residential Facility consistent with State and Federal Guidelines for pregnant and parenting women and their children ages 0-6 affected by substance abuse as defined below. Said facility shall have a static capacity of serving five (5) women and their children annually. Contractor will comply with the following:

a) Service Specifications:

- 1) Contractor shall maintain all required elements necessary to remain operational as a Perinatal Sober Living Residential Facility State Department of Alcohol and Drug Programs “Perinatal Services Network Guidelines of 2004” as referenced in Attachment A of this contract.
- 2) Contractor shall provide an alcohol and drug free living environment with a static capacity of five (5) women and their children, up to 15 individuals in total. A woman is defined for purposes of this Agreement as a person who is 18 years of age or older or a minor who has been emancipated pursuant to Division 11 of the Family Code.
- 3) Contractor shall have a written intake procedure for new residents which shall have, at a minimum, the following:
 - i. Contractor shall have a written policy prohibiting alcohol and any drugs other than prescription medication at the facility.
 - ii. Admission interviews to be scheduled within 1 week of receipt of referral from County, regardless of bed availability. Vacancies should be filled within two weeks with a name from the waiting list
- 4) Contractor shall provide alcohol and drug free residential program which will include both individual and group counseling, and which will require for the adult residences a maximum stay of one year, which may be a consecutive and/or intermittent stay, at the discretion of the County Drug

and Alcohol Specialist assigned to the program and/or County Drug and Alcohol Program Supervisor.

- 5) Contractor will ensure that all families living in the facility have access to and receive services from the Perinatal Outpatient Extended Group (POEG) program provided by San Luis Obispo County Drug and Alcohol Services or other County Drug and Alcohol services as determined by County. No drug or alcohol treatment services will be provided on site.
- 6) In the event women living in the facility are placed on the County's DAS waitlist for treatment services, the Contractor shall comply with County's admission priority as defined by 45 CFR 96.131 and ensure women will enter services based on the following priority:
 - i. Pregnant women considered as injection drug users;
 - ii. Pregnant women considered as substance users;
 - iii. Parenting women considered as injection drug users; and
 - iv. Parenting women considered as substance users.

All individuals on any established waiting list shall receive interim services as defined by 45 CFR Sections 96.121 and 96.131. County will provide these interim services.

- 7) Contractor shall notify the County within 24 hours of a client voluntarily terminating his/her stay at the facility prior to program completion. If Contractor must discharge a client prior to program completion for reasons associated with rules violation, Contractor will provide County with telephonic notification within 24 hours of the discharge in order to enable the County to make arrangements as to plan of action for said client. In the event the discharge must take place immediately due to threat to safety of staff or clients, Contractor will contact the County within 24 hours of the client discharge. Contractor will follow all applicable laws and regulations in the performance of the discharge.
- 8) Contractor will meet at least 1 time per week with County Drug and Alcohol Services (DAS) Drug and Alcohol Specialist(s) to discuss active cases.
- 9) Contractor shall ensure that volunteers, hired staff, and Contractor assigned to program oversight are specifically trained in the areas of: Child Abuse, Overview of Medication for Paraprofessionals, Biopsychosocial Model of Addiction, Mood Disorders in Adults-A Summary for Paraprofessionals, Overview of Substance Abuse for Paraprofessionals in Behavioral Health and Social Services Agencies, and Therapeutic Boundaries for Paraprofessionals by participating in training provided by County or provide documentation of completed online/live courses for such individual.
- 10) Contractor will ensure that volunteers, hired staff, and Contractor receive continuing education/training in cultural diversity, case management, boundary setting, confidentiality, ethics and other appropriate topics as provided by County.

- 11) Contractor shall provide referrals to other programs that are supervised activities designed to help women "transition" back into the community, including education; social/recreational events; continuing self-help/support group meetings, searching for a job and/or spiritual or volunteer activities..
 - 12) Contractor shall provide adequate opportunities for residents to participate in activities consistent with the stated goals and objectives of their treatment plans, if any, by facilitating referrals, transportation, and care management. Contractor can choose to bring in community resources to the facility for ease of access.
 - 13) Contractor shall support and cooperate with all residents' known court orders and accommodate residents' schedules for compliance with the residents' treatment plans, if any.
 - 14) Contractor shall conduct drug testing as needed and to the extent permitted by law. County may provide dip stick testing devices to Contractor.
 - 15) Contractor shall report daily occupancy bed count with monthly claim.
 - 16) Contractor shall maintain daily sign-in logs for volunteers that provide house management activities and supervision. The house logs are to provide documentation regarding hours of supervision and shall be available upon request. A sample sign-in log is provided as Attachment B to this Contract. Contractor shall use a sign-in log substantially in the form as provided on Attachment B.
 - 17) When a disagreement regarding placement, treatment, discharge or other client services arises which cannot be resolved by County or Contractor staff, the clinical director from Contractor and the County's Drug and Alcohol Services Division Manager, shall confer to resolve the issue.
- b. Staffing: There shall be a Program Manager or House Manager who will have direct oversight of all facility activities and ancillary staff. Program/house manager shall be at the facility a minimum of 20 hours per week, while clients are present. Paid, volunteer or intern staff shall provide additional supervision for a total of 40 hours. The total hours per week of supervision shall be 60 hours per week. Program Manager or House Manager should be available by telephone.
- c. Units of Service:
- 1) Units Defined:
 - i. Static Capacity: number of individuals residing in the facility at any one time;
 - 2) Estimated Annual Units:
 - i. Static Capacity of five (5) women plus their children, up to fifteen (15) individuals total
- d. Measurable Outcomes:

- 1) Provide a supervised clean and sober living environment with a static capacity of five women and their children, up to 15 individuals total for a maximum of 12 months stay.

EXHIBIT B
CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY

COMPENSATION

1. Compensation:

Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: County Government Center, Room D220, San Luis Obispo, CA. 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

- a. Total payable under the terms of this contract shall not exceed thirty thousand dollars (\$30,000).
- b. The Contractor shall submit monthly expense reports by the 15th day of the second month and by the 15th day of each month thereafter. The report shall show actual expenses for the prior full month. The invoice/report shall consist of an itemization of the units of service provided, a description of the service provided, identification of the client receiving services, rate for services and the amount billed for services. All monthly expense reports shall be submitted to Behavioral Health Chief Fiscal Officer or designee at 2180 Johnson Avenue, San Luis Obispo, CA 93401.
- c. County shall pay Contractor within twenty days from the date invoice was received by County, except for any disputed items.
- d. Contractor shall provide services for the entire term of this Agreement. Depletion of the maximum financial obligation of the County due to monthly payments based on allowable cost shall not cause a termination of Contractor's obligation to provide services pursuant to this Agreement and shall not result in an increase of the amount of financial obligation of the County.

2. Billing:

- a. Contractor shall not bill clients for professional services performed pursuant to this Contract. All billings and collections for professional services shall be the responsibility of the County. This Contract shall constitute an assignment by Contractor to County of all funds owing or collected for the professional services rendered by Contractor pursuant to this Contract or Contractor shall take all additional steps reasonably requested by County to assist in the billing and collection of funds due for professional services rendered. All funds collected with respect to professional services provided within the purview of this Contract shall be the exclusive property of County and the sole compensation of Contractor shall be as hereinabove provided.
- b. Contractor is not prohibited from charging for and retaining income from products sold and services rendered through vocational rehabilitation activities. Contractor shall comply with all labor laws regarding work performed by clients regardless if clients are

paid or volunteers. Contractor is not prohibited from charging rent and/or food and supply costs from the clients.

EXHIBIT C
CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY

DURATION AND EFFECTIVE DATE

1. Effective Date. Agreement shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signator shall be the last to sign.
2. Service Date.
 - a. Services shall commence on or after July 1, 2013 and shall end upon the end of the duration date.
 - b. If any services from July 1, 2013 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from this contract.
3. Duration Date. Unless terminated earlier, this Contract shall remain in effect from the effective date stated above until June 30, 2014.

EXHIBIT D
CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY

GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein and will remain in good standing. Contractor shall have a system in place for monitoring the license or certification status of each staff person providing services pursuant to this Agreement.

4. Warranty of Contractor re Compliance with all Laws.

The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may

immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

- a. Contractor fails to perform his duties to the satisfaction of the County; or
- b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
- c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
- d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or.
- f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
- g. Contractor fails to comply with any provision of the Behavioral Health Compliance Plan, Cultural Competency Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

8. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

9. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

10. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

11. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

12. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

13. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

14. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Karen Baylor, PhD, LMFT
Behavioral Health Administrator
2180 Johnson Ave.
San Luis Obispo, CA 93401

And to Contractor at:

Sylvia Barnard, Executive Director
Good Samaritan Shelter, Inc.
PO Box 5908
Santa Maria, CA 93456-5908

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

15. Inspection Rights.

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

16. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

17. Signatory authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

18. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

19. Insurance.

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

a. Scope and Limits of Required Insurance Policies.

- 1) Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - i. The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - ii. The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

- iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
 - 2) Business Automobile Policy.
 - i. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - ii. The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
 - 3) Workers' Compensation / Employer's Liability Insurance.
 - i. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - ii. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
 - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
 - 4) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- b. Deductibles and Self-Insurance Retentions.
 - 1) All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.
- c. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County of San Luis Obispo properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.
- d. Absence of Insurance Coverage.

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

20. Nonappropriation of Funds.

In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

21. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

22. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

23. State Audit.

Pursuant to California Government Code section 8546.7, every county contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

24. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

25. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

26. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

27. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

28. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

EXHIBIT E
CONTRACT FOR SOBER LIVING RESIDENTIAL FACILITY

SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.

Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Alcohol and Drug Programs. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of behavioral health care to clients at economical costs.

5. Compliance Plan.

Contractor and its employees, contractors and agents shall read, acknowledge receipt, and comply with all provisions of the latest edition of the County Behavioral

Health Compliance Plan and Code of Ethics (“Compliance Plan”). The Compliance Plan includes policies and procedures that are designed to prevent and detect fraud, waste and abuse in federal health care programs, as required by Section 6032 of the Deficit Reduction Act (“DRA”). Failure to comply with any Compliance Plan provision, including without limitation, DRA compliance provisions is a material breach of this Contract and grounds for termination for cause.

Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the Compliance Plan and agree to abide by its provisions. In addition, at the time Contractor hires a new employee, contractor or agent, Contractor will certify that the individual has read and received a copy of the Compliance Plan and agrees to abide by its provisions.

6. Compliance with County Cultural Competence Plan.

Contractor will meet cultural, ethnic and linguistic backgrounds of the clients served, in accordance with the County Cultural Competence Plan, including access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the County Cultural Competence Plan and agree to abide by its provisions.

7. Training Program.

Contractor will participate in training programs as provided in Title 22 of the California Code of Regulations, Health Information Portability and Accountability Act, and other appropriate regulations, and as required by County.

8. Record keeping and reporting of services.

Contractor shall:

- a. Keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DMH.

9. State Audits.

Pursuant to California Code of Regulations section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provide in compliance with said code and the contract between the

State and County. If the Contractor is determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

10. Equipment.

Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

- a. All required Behavioral Health forms;
- b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

11. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

- a. No such private practice shall be conducted or solicited on County premises.
- b. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties, described in this Contract.
- c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

12. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On an annual basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. Documentation shall be forwarded to the Behavioral Health Contracts Coordinator for inclusion in the contract file.

13. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

14. Placement Authority.

County will have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

15. Inspection of Records by Local, State or Federal Agency.

The Contractor shall allow the County, the State Department of Alcohol and Drug Programs (ADP), State Department of Mental Health (DMH), State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DMH,, DHCS, HHS, or GAO as requested,.

16. Confidentiality.

Contractor shall abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F.

17. License Information.

Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

18. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

19. Professional Liability Insurance Policy ("PL")

Contractor shall maintain a Professional Liability Insurance policy during the entire term of this contract. This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim,

including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of the Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

EXHIBIT F
CONTRACT FOR SOBER LIVING RESIDENTIAL
BUSINESS ASSOCIATE AGREEMENT

1. Use and Disclosure of Protected Health Information (PHI).

Except as otherwise provided in this Exhibit, Contractor may use PHI to perform functions, activities or services for or on behalf of the County, as specified in the underlying Agreement, provided that such use does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor.

2. Safeguarding Protected Health Information.

Contractor agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of PHI. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Contractor creates, receives, maintains or transmits on behalf of the County; and to prevent use or disclosure of protected information other than as provided in this Contract.

The actions taken by Contractor to protect Electronic PHI shall include, without limitation: (1) Encrypting Electronic PHI that it stores and transmits; (2) Implementing strong access controls, including physical locks, firewalls and strong passwords; (3) Using antivirus software that is upgraded regularly; (4) Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and (4) Conducting periodic security training.

3. Unauthorized Use or Disclosure of Protected Health Information.

Contractor agrees to report to County any use or disclosure of the PHI not permitted under this Agreement or otherwise in violation of HIPAA. Contractor shall report any such incidents to County within 5 working days of becoming aware of such an incident by submitting an Incident Report to the County's Behavioral Health Performance and Quality Improvement Committee, and fulfill the mandated reporting requirements as stipulated by applicable State and Federal regulations governing PHI. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to the unauthorized disclosure.

4. Agents or Subcontractors of Contractor.

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created by or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

5. County Access to Protected Health Information.

At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI to an Individual or the County in order to meet the requirements of 45 C.F.R. section 164.524, which provides patients with the right to access and copy their own PHI. Requests for PHI will be honored within a reasonable amount of time to accumulate the data requested.

6. Employee Training and Discipline.

Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

7. Amendments to Records.

Contractor agrees to make any amendments to the PHI as directed or agreed to by County pursuant to 45 C.F.R. section 164.526 within a reasonable time of receiving such a request.

8. Access to Records.

Contractor agrees to make available its internal practices, books, and reports, including policies and procedures, relating to the use, disclosure, security and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, to County or to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA, in the time and manner designated by the County or Secretary.

9. Documentation of Uses and Disclosures.

Contractor agrees to document disclosures of PHI, and information related to such disclosures, as would be required for the County to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. section 164.528. Requests for PHI will be honored within a reasonable amount of time to accumulate the data requested. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

10. Accounting of Disclosures.

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 C.F.R. section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528.

11. Destruction of Protected Health Information.

Upon termination of the underlying Agreement for any reason, Contractor shall return or destroy all PHI received from County, or created or received by Contractor on behalf of County. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI. However, Contractor shall retain all PHI throughout the term of the underlying

Agreement and shall continue to maintain the information required under Section 8 of this Agreement for a period of six years after termination of the underlying Agreement.

In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall notify County of the conditions that make return or destruction infeasible. If the County agrees that return or destruction of the PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as Contractor maintains the information.

12. Mitigation of Disallowed Uses and Disclosures.

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or HIPAA.

13. Definitions.

Terms, used but not otherwise defined in this Exhibit shall have the same meaning as those in the Privacy Rule.

14. Interpretation.

Any ambiguity in this Exhibit shall be resolved to permit County to comply with HIPAA.

15. Termination.

The underlying Agreement is subject to termination by the County upon knowledge of a material breach of the terms of this Exhibit by the Contractor of which Contractor fails to cure to the satisfaction of the County.

16. Amendment.

The Parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for new procedures to ensure compliance with these developments. Contractor specifically agrees to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to security or privacy of protected information. Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit, which will embody the new standards and requirements. County may terminate the Contract upon thirty (30) days notice in the event that Contractor does not promptly enter into negotiations to amend this Exhibit or Contractor does not enter into an amendment, which the County, in its sole discretion, deems sufficient to satisfy the new standards and requirements.

EXHIBIT G

CONTRACT FOR BEHAVIORAL HEALTH SERVICES QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

EXHIBIT H

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

PERINATAL SERVICES NETWORK GUIDELINES

Introduction

In 1993, the Department of Alcohol and Drug Programs (ADP) combined the perinatal program requirements from the federally funded Options for Recovery pilot project, the Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Perinatal Set-Aside, and the State General Fund Perinatal Treatment Expansion Program (PTEP) into the Perinatal Services Network (PSN). This seamless service delivery system, under the standards of the Perinatal Services Guidelines, Fall 1993, ensured that programs provided consistent and quality services and adhered to the federal and state regulations.

In 1995, ADP revised the Perinatal Services Network Guidelines to reflect the need for contractual agreements among the state, counties, and providers. The PSN Guidelines were revised again in 1997 and 2004 in response to technical changes and to be consistent with terminology used throughout ADP. All PSN programs, regardless of fund source, are required to comply with the PSN Guidelines as specified in Part I, Article I(B)(7) of the Negotiated Net Amount (NNA) contract or NNA and Drug Medi-Cal (D/MC) combined contract between the state and the counties.

The PSN Guidelines are divided into two sections. Part I describes the perinatal program requirements and governing citations from the Code of Federal Regulations (CFR), California Health and Safety Code (HSC), and ADP Policy Letters. Part II lists the continuum of treatment modalities and service options that can be provided with perinatal funding.

In 2009, the PSN Guidelines were updated to clarify the requirement for therapeutic services for children and for consistency of terminology used throughout ADP. In 2010, the following typographical error was corrected on page six, section II, paragraph two; *each client for two or more hours* was corrected to *each client for three or more hours*.

Program requirements specific to Perinatal Drug Medi-Cal (DMC) are contained in the California Code of Regulations (CCR), Title 22, Division 3, Health Care Services.

I. PERINATAL PROGRAM REQUIREMENTS

A. Target Population (45 CFR 96.124 and HSC 10.5, 11757.59(a))

To be eligible for perinatal funding, a program must serve women who are either:

- pregnant and substance using; or
- parenting and substance using, with a child(ren) ages birth through 17.

Parenting also includes a woman who is attempting to regain legal custody of her child(ren).

B. Admission Priority (45 CFR 96.131)

Priority admission for all women in perinatal funded services must be given in the following order:

1. pregnant injection drug users;
2. pregnant substance users;
3. parenting injection drug users; and
4. parenting substance users.

A program's admission criteria must comply with the Americans with Disabilities Act (ADA) of 1990. Specific information regarding the ADA is contained in each county's NNA contract.

C. Referral to Other Programs and Interim Services (45 CFR 96.121 and 96.131)

1. When a program is unable to admit a substance-using pregnant woman because of insufficient capacity or because the program does not provide the necessary services, referral to another program must be made and documented. Pregnant women must be referred to another program or provided with interim services no later than 48 hours after seeking treatment services. Pregnant women receiving interim services must be placed at the top of the waiting list for program admission.
2. Injection drug-using women must be either:
 - a. admitted to a program no later than 14 days after making the request; or
 - b. admitted to a program within 120 days after making the request, if interim services are provided.
3. To assist programs in making appropriate referrals, each county must make available a current directory of its community resources.
4. Interim services are defined as:
 - a. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), the risk of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
 - b. Referrals for HIV or TB treatment services, if necessary.
 - c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women.
 - d. Referrals based on individual assessments that may include, but are not limited to: self-help recovery groups, pre-recovery and treatment support groups, sources for housing, food and legal aid, case management, children's services, medical services, and Temporary Assistance to Needy Families (TANF)/Medi-Cal services.

D. Women-Specific Treatment and Recovery Services (45 CFR 96.124 and HSC 11757.59(b)(2)(H))

Programs must provide or arrange gender-specific substance abuse treatment and other therapeutic interventions for women, which may address issues of relationships, sexual and physical abuse, and parenting.

E. Case Management (45 CFR 96.124 and HSC 11757.59(b)(2)(A))

Programs must provide or arrange sufficient case management to ensure that women and their children have access to primary medical care, primary pediatric care, gender-specific substance abuse recovery and treatment, and other needed services.

F. Transportation (45 CFR 96.124 and HSC 11757.59(b)(2)(I))

Transportation must be provided or arranged to and from the recovery and treatment site, and to and from ancillary services¹ for women who do not have their own transportation.

¹ Ancillary services include, but are not limited to, off-site child care, primary medical care, primary pediatric care, dental care, social services, community services, and educational and vocational training.

G. Therapeutic Services for Children (45 CFR 96.124 and HSC 11757.59(b)(2)(F))

Programs must provide or arrange therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

H. Child Care (45 CFR 96.124 and HSC 11757.59(b)(2)(F))

Child care must be available for program participant's children while the women are participating in on-site treatment program activities and off-site ancillary services. Child care may be provided on-site, either through a licensed program or a licensure-exempt cooperative.² Children may also be referred to licensed or licensure-exempt child care facilities off-site,³ except as noted in (1) below.

Depending on the age of the child, the following requirements apply:

1. Child care must be on-site for participant's children between birth and 36 months while the mothers are participating in the program (unless a waiver is approved by ADP).
2. Child care may be provided on-site or off-site for participants children who are between 37 months and 12 years of age.
3. Child care for children between 13 and 17 years of age, if necessary or appropriate, may be on-site or off-site as long as their inclusion in the program does not negatively impact the younger children.

The Pro-Children Act of 1994 (20 United States Code 6081 et. seq.) prohibits smoking in any indoor facility where services for children are federally funded or where the facility is constructed, operated, or maintained by federal funds.

I. Education Components (HSC 11757.59)

Programs must provide or arrange for the following services:

- educational/vocational training and life skills resources;
- TB and HIV education and counseling;
- education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and
- parenting skills building and child development information.
-

J. Primary Medical Care and Pediatric Care (45 CFR 96.126 and HSC 11757.59(b)(1))

Programs are required to provide or arrange primary medical care for women in treatment, including referrals for prenatal care. They also must provide or arrange primary pediatric care, including immunizations, for dependent children.

Programs providing direct primary medical care for women and/or primary pediatric care for dependent children must seek alternative funding for these services before using federal perinatal funds. Medi-Cal, Medicare, and other health insurance must be billed first, and programs using federal perinatal funds must document that alternative funding is not available. Programs may

² On-site cooperative child care is defined by the following elements:

- the mothers are on-site and the children are under their care and supervision;
- the number of children is limited to 12 or less at any one time; and
- child development staff provide the mothers with parenting skills training, child development education, and supportive role modeling. For more information on cooperative child care, refer to the California Health and Safety Code '1598.792(e).

³ Off-site child care facilities must be either licensed or licensure-exempt since the children are not under the care and supervision of their mothers. For further information on this requirement, refer to the California Child Day Care Facilities Act, '1596.792(k)(1) and (2) of the Health and Safety Code.

use client fees providing the county approved schedule of fee assessment and collection is applied. State General Funds cannot be used to provide medical treatment.

K. Administration

1. Reporting Requirements (45 CFR 96.122(f))

Once admitted into a perinatal program, a woman's participation must be documented on the California Outcomes Measurement System (CalOMS) Participant Record or a substitute form approved by ADP. Contact the ADP Data Management Section for instructions on completing these forms.

2. Fund Source Requirements

a. Counties must implement procedures to ensure the requirements of the SAPT Block Grant, the Perinatal Set-Aside (45 CFR 96.124), and the Perinatal State General Fund (HSC 11757.59) are met.

b. Effective July 1, 1995, only pregnant and postpartum women are eligible for Perinatal DMC benefits.⁴ For program requirements and reimbursable services specific to Perinatal DMC, see CCR, Title 22, Division 3, Health Care Services.

3. Public Notice and Outreach (45 CFR 96.131)

Counties must publicize that pregnant women are given preference in admission to recovery and treatment programs and encourage women in need of treatment services to access them. Public notice may include street outreach, printed materials, multimedia messages (including public service announcements), interagency collaboration, and/or networking. Additional information about outreach services is provided in Part II, Perinatal Treatment Modalities and Services.

4. Program Monitoring (HSC 11983.2(b)(5))

Counties are responsible for contracting with providers, ensuring that all perinatal programs meet their contractual requirements, and ensuring that quality perinatal services are provided.

Monitoring plans may include, but are not limited to, the following:

- site visits to the program;
- provider monthly, quarterly, and/or year end progress reports;
- regular telephone contacts with the providers; and
- program participant satisfaction surveys.
-

Staff from ADP's Program Services Division, Licensing and Certification Division, and Audit Services Branch may conduct site visits to ensure compliance with the specific regulations monitored by each division.

5. Program Start-Up Costs

Fifteen percent of a programs first year total budget can be used for start-up costs. These costs can only be incurred 90 days before the first participant is admitted for recovery and treatment. Start-up costs incurred more than three months before the first participant is served must be capitalized as deferred charges and amortized over a number of benefiting periods.

⁴ The postpartum period is defined as a 60-day period beginning on the last day of pregnancy. Perinatal DMC eligibility ends on the last day of the calendar month in which the 60th day occurs. Perinatal DMC certified providers may either transfer non-pregnant, non-postpartum women to treatment slots paid for with other perinatal funds or refer the women to non-Perinatal DMC treatment programs if they are eligible.

II. PERINATAL TREATMENT MODALITIES AND SERVICES

Outpatient Drug Free (ODF) Treatment

This modality provides alcohol and other drug (AOD) treatment services, with or without medication, in a non-residential setting. There is no minimum number of treatment hours prescribed. No licensing is required, but a program providing ODF services must be certified by ADP's Licensing and Certification Division to be reimbursed with DMC funds for services provided to Medi-Cal eligible clients.

Daycare Rehabilitative (DCR) Treatment

This modality provides AOD treatment services in a non-residential setting to each client for three or more hours, but less than 24 hours per day, for three or more days per week. No licensing is required, but a program providing DCR services must be certified by ADP's Licensing and Certification Division to be reimbursed with DMC funds for services provided to Medi-Cal eligible clients. DMC reimbursement for DCR services is only available for pregnant or postpartum women in a perinatal DCR program.

Narcotic Treatment Program (NTP)

This modality combines AOD treatment services with one of the following approved narcotic replacement drugs:

- *Methadone* treatment provides AOD treatment services in a non-residential facility along with methadone as prescribed by a physician to alleviate the symptoms of withdrawal from opiates (maintenance) or in decreasing amounts in a planned withdrawal from opiate dependence (detoxification).
- *LAAM* (levoalphacetylmethadol) treatment provides AOD treatment services in a non-residential facility, along with LAAM as prescribed by a physician to alleviate the symptoms of withdrawal from opiates.

All narcotic treatment programs must be licensed by ADP's Licensing and Certification Division and comply with the requirements set forth in CCR, Title 9, Chapter 4, commencing with Section 10000.

Outpatient Detoxification Treatment (Other than Narcotic Treatment Detoxification)

This modality provides AOD treatment services, with or without medication, for safe withdrawal from alcohol or drugs in a non-residential, ambulatory setting for less than 24 hours per day.

Residential Treatment (Detoxification or Recovery)

This modality provides AOD treatment services in a residential, non-acute care setting. Residential programs that provide AOD detoxification, educational counseling, individual or group counseling, or treatment/recovery planning must be licensed by ADP's Licensing and Certification Division and comply with requirements set forth in CCR, Title 9, Chapter 5, commencing with Section 10500. Residential perinatal programs must also be certified by ADP's Licensing and Certification Division to be reimbursed with DMC funds for services provided to Medi-Cal eligible clients. DMC reimbursement for residential treatment is only available for pregnant and postpartum women in perinatal residential treatment programs.

Transitional Living Center (TLC)⁵

A facility designed to help women maintain an alcohol and drug-free lifestyle and transition back into the community. TLC activities are supervised (although not necessarily 24 hours per day) within an alcohol and drug-free environment. Attendance at recovery and treatment services is

⁵ State General Funds can be used for TLCs provided that the residence has paid staff or approved volunteer staff, residents are required to attend a perinatal recovery and treatment program, and the TLC documents each participant's attendance at the recovery and treatment program. Federal funds **cannot** be used to fund TLCs. Providers should contact ADP's Licensing and Certification Division to determine if licensure is required.

mandatory, although those services need not be on-site. TLCs are not required to provide the perinatal services described in Part I of these guidelines since the provision of those services is the responsibility of the perinatal treatment program the resident attends. TLCs do not require ADP licensure if they do not provide any of the following services on-site: AOD detoxification, educational sessions, individual or group counseling, or treatment/recovery planning.

Alcohol and Drug-Free Housing (ADFH)⁶

A facility designed to help recovering women maintain an alcohol and drug-free lifestyle. Residents are free to organize and participate in self-help meetings or any other activity that helps maintain sobriety. The house or its residents do not and cannot provide any treatment, recovery, or detoxification services; do not have treatment or recovery plans or maintain case files; and do not have a structured, scheduled program of AOD education, group or individual counseling, or recovery support sessions.

Outreach

An element of service that identifies eligible pregnant and parenting women in need of treatment services and encourages them to take advantage of these services. Outreach may include engagement of prospective program participants by informing them of available treatment services, and can serve as “pre-treatment” by reinforcing prevention and education messages prior to enrollment in treatment. Outreach also may be used to educate the professional community on perinatal services so that they become referral sources for potential clients. Additional information on outreach is provided in Part I, Section K(3).

Interim Services

These are services provided to pregnant women or injection drug using women seeking substance abuse treatment who cannot be admitted to a program due to capacity limitations. Additional information on interim services is provided in Part I, Section C(4).

Case Management

A participant-centered, goal-oriented process for assessing the needs of an individual for particular services; assisting the participant in obtaining those services; and reviewing participant accomplishments, outcomes, and barriers to completing recovery goals. Case management may be either an element of a recovery and treatment modality or a free-standing service. This service is a required component of a perinatal program, as specified in Part I, Section E.

Aftercare

Aftercare provides structured services in an outpatient setting to individuals who have completed treatment to support the gradual transition of the individual back into the community, prevent relapse, and ensure successful recovery. Aftercare may be either an element of a recovery and treatment modality or a free-standing service.

⁶ Only the start-up phase of ADFH can be funded with State General Funds. Start-up costs are limited to the following one-time expenditures that prepare the residence for occupancy: first and last months deposit to secure a property; security and utilities deposits; and furniture that meets basic needs. Federal funds **cannot** be used to start or fund ADFH on an ongoing basis.

