

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND
FIGHTING BACK SANTA MARIA VALLEY

FOR
ALCOHOL AND DRUG PROGRAMS

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**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC _____

THIS AGREEMENT is made by and between the **County of Santa Barbara** (County or Department), a political subdivision of the state of California, and **Fighting Back Santa Maria Valley** (Contractor), a California nonprofit public benefit corporation, wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Edwin Weaver at phone number 805-346-1774 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Edwin Weaver
 Fighting Back Santa Maria Valley
 201 Miller Street, #209
 Santa Maria, California 93454
 Phone: 805-346-1774
 Fax: 805-621-5859

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 7/1/2020 and end performance upon completion, but no later than 6/30/2022 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in the Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder

infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than ten (10) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

Contractor shall also comply with the nondiscrimination provisions set forth in Exhibit A-1 to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and

Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon Termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Fighting Back Santa Maria Valley.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2020.

COUNTY OF SANTA BARBARA:

By:

Gregg Hart
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date:

8-18-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Shuko da Guerra
Deputy Clerk

Date:

8-18-20

CONTRACTOR:

FIGHTING BACK SANTA MARIA VALLEY:

By:

Authorized Representative

Name:

Title:

Date:

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

Celeste Andersen
for Alice Gleghorn
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:

Risk Manager

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2020.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

FIGHTING BACK SANTA MARIA VALLEY:

By: _____
Authorized Representative


Name: _____

Title: _____

Date: _____

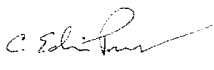
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Bo Lee Bae (Aug 5, 2020 08:49 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy


RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2020.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

FIGHTING BACK SANTA MARIA VALLEY:

By: 
Authorized Representative

Name: EDWIN WEAVER

Title: EXECUTIVE DIRECTOR

Date: 07-24-20

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – ADP STATEMENT OF WORK

EXHIBIT A-1 General Provisions: ADP

EXHIBIT A-2 Primary Prevention: Fighting Back Santa Maria Valley

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions: ADP

EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP

EXHIBIT B-2 Contractor Budget

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT E – PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: ADP
GENERAL PROVISIONS

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) operated under this Agreement for Services of Independent Contractor:

1. PERFORMANCE.

- A. Compliance with County, State and Federal Requirements.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4, the Code of Federal Regulations Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.
- B. Enrollment with DHCS as Medicaid Provider.** Contractor shall be at all times currently enrolled with the California Department of Health Care Services (DHCS) as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.
- C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.** Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and DHCS for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number 18-95148, including but not limited to Articles I and II of Exhibit A Attachment I of the Intergovernmental Agreement, available at <http://countyofsb.org/behavioral-wellness>.
- D. Compliance with SAPT Requirements.** Contractor shall abide by all applicable provisions of the State SAPT Block Grant Agreement (Number 17-94159 and any amendments thereto) and all relevant provisions of law governing Substance Abuse Prevention and Treatment Block Grants, including but not limited to the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.

2. STAFF.

- A. Training Upon Hire and Annually Thereafter.** Contractor shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):

1. For Prevention Programs:

- i. HIPAA Privacy and Security Training;
- ii. 42 CFR, Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training; and
- vi. Primary Prevention Substance Use Disorder System (PPSDS) for staff with responsibility for submitting contract deliverables.

B. Additional Mandatory Trainings: Contractor shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the County, or must be certified by the County QCM Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:

1. For Prevention Programs:

- i. Training to ensure that program staff have the capacity to implement and evaluate Strategic Prevention Plan (SPP) objectives, as specified in PPSDS by participating in the following activities:
 - a. Contractor shall work with County Strategic Prevention Plan Evaluation Consultant to evaluate the outcomes of SPP objectives; and
 - b. Contractor shall collect and report measurement indicators for short, intermediate, and long-term outcomes linked to assigned goals, objectives and strategies.
- ii. All applicable evidence-based prevention models and programs as agreed between provider and County in writing.

C. 18 CEU Hours Alcohol and Other Drug Clinical Training. All direct service staff who provide direct Substance Use Disorder (SUD) treatment services are required to complete a minimum of 18 Continuing Education (CEU) hours of alcohol and other drug specific clinical training per year.

D. Continuing Medical Education in Addiction Medicine. Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.

E. Overdose Prevention Training. Contractor shall:

1. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

F. Experienced Staff for Direct Client Services. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.

- G. **Notice of Staffing Changes Required.** Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.C. Contractor shall notify QCM ADP BwellQCMADP@SBCBWELL.org and bwellcontractsstaff@co.santa-barbara.ca.us within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- H. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background clearance investigation.
- I. **Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- J. **Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- K. **Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

- A. **Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Licensing*.
- B. **Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified

by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 CCR, Section 13015).

- C. **Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Licensing*.
- D. **Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
- E. **Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.
- F. **Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in Drug and Alcohol Treatment Access Report (DATAR) at the time of execution of this Agreement.

4. REPORTS.

- A. **Prevention Programs.** In accepting funds for prevention services from County, Contractor agrees to submit the following reports, to County:
 - 1. **Monthly Primary Prevention Substance Use Disorder System electronic data.** Contractor shall document all project activity in PPSDS;
 - 2. **Monthly Service Delivery Data.** Contractor shall enter all service delivery data documenting all activities conducted in support of SPP objectives into PPSDS according to budgeted Center for Substance Abuse Prevention (CSAP) strategy on a minimum of a monthly basis;
 - 3. **Semi-annual Narrative Progress Reports.** Contractor shall provide semi-annual narrative progress reports to ADP by January 10th and July 10th for services provided during the term of this Agreement. Submissions should include all successes, challenges and progress made toward outcomes, as detailed in the Reporting template provided by Behavioral Wellness; and
 - 4. **Submit Other Data Collected.** Contractor shall submit all environmental data collected and survey or focus group results to the ADP evaluator.
- B. **Staffing.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination

date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.

- C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps shall be taken to achieve satisfactory progress;
 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes;
 3. The number of active cases and the number of clients admitted or discharged; and
 4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs.
- D. **Network Adequacy Certification Tool (NACT).** Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure # 2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCMADP@SBCBWELL.org as required by the State Department of Health Care Services.
- E. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County, State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

5. CONFIDENTIALITY.

- A. **Maintain Confidentiality.** Contractor agrees to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 42 CFR section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Paragraph 13 and Exhibit F of the Intergovernmental Agreement between DHCS and County, Contract Number 18-95148; and Paragraph 33 (the Compliance with HIPAA) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. **No Publication of Client Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the

direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

6. **CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. **Support Active Involvement.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. **Beneficiary Rights.** Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at www.countyofsb.org/behavioral-wellness/policies, and ensure that its employees and/or subcontracted providers observe and protect those rights.
- C. **Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Client Problem Resolution Process* available at www.countyofsb.org/behavioral-wellness/policies, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.

7. **CULTURAL COMPETENCE.**

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language. Written materials will be made available in both English and Spanish.
- F. **Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

8. NOTIFICATION REQUIREMENTS.

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 in the event of:
1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification as stipulated by a State agency;
 3. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at www.countyofsb.org/behavioral-wellness/policies.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness' Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor's control;
 2. Legal suits initiated specific to the Contractor's practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. HIPAA breach.
- C. Notice to Case Manager/Regional Manager/Staff.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Notice to Contracts Division.** Contractor may contact the Behavioral Wellness' Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- F. Beneficiary's Health Record.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6)).

9. MONITORING.

- A. County Monitoring Process.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer

review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 18-95148, and the State SAPT Block Grant Agreement, Number 17-94159, Section 3 of Exhibit A, Attachment I. Contractor shall cooperate with these programs, and shall furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

- B. Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.
- C. County Corrective Action Plan.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAP's shall be submitted within the required timeframes and shall be documented on Contractor letterhead, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.
- D. Fraud, Waste or Abuse.**
 - 1. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
 - 2. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
 - 3. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2)). Contractor shall return any overpayments pursuant to Exhibit B, Section VI.I (Overpayments) of this Agreement.

10. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

11. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Coordination of Services.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
- C. Compliance with Grant Requirements.** Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the

terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.

D. Attendance at Department ADP User Group and CBO Collaborative Meetings.

Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment prevention concerns.

12. NONDISCRIMINATION

A. State Nondiscrimination Provisions. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category") nor shall they discriminate unlawfully against any employee or applicant for employment because of a Protected Category. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105).

B. Federal Nondiscrimination Provision.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era, or other protected category ("Protected Category"). The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to a Protected Category. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their Protected Category status and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to a Protected Category.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 12(B)(1) through (B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- C. **Subcontracts.** Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

13. GENERAL FISCAL AUDIT REQUIREMENTS.

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 18-95148.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the Contractor for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.

- F. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

14. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

- A. **Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

- B. **Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Paragraphs: 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 10 Intellectual Property Rights; 11 Air and Water Pollution; 12 Prior Approval of Training Seminars, Workshops or Conferences; 13 Confidentiality of Information; 14 Documents, Publications, and Written Reports; 17 Human Subjects Use; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 24 Officials Not to Benefit; and 32 Public Communications; and 33 Lobbying Restrictions and Disclosure Certification.

- C. **Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).**

1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.
2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.

- D. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drug and alcohol- related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.

- F. **Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 18-95148 (or as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).

- G. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Agreement may be used for any activity that

promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

Contractor is advised of its, and shall advise all subcontractors of their, obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996. If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement (Contract Number 18-95148), the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.

1. Trading Partner Requirements.

- i. **No Changes.** County and Contractor hereby agree that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a)).
- ii. **No Additions.** County and Contractor hereby agree that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b)).
- iii. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c)).
- iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards.

County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing.

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies.

County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention.

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log.

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

- I. Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibits F-2 and F-3 to the Intergovernmental Agreement, Contract Number 18-95148, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 CFR, Chapter I, Subchapter A, Part 2.
- J. Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.
- K. Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2).
- L. Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #7.037 Trafficking Victims Protection Act of 2000* found at: <http://www.countyofsb.org/behavioral-wellness/policies>. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22section7104d&num=0&edition=prelim>.
- M. Youth Treatment Guidelines.** Contractor will follow the California Youth Treatment Guidelines available at http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf and incorporated by this reference, in developing and implementing youth treatment programs funded under this Agreement, until such time as new

Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

- N. Nondiscrimination in Employment and Services.** By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.
- O. Federal Law Requirements.** Contractor shall comply with all applicable Federal laws including:
1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
 2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
 3. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 4. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
 5. Age Discrimination in Employment Act (29 CFR Part 1625).
 6. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
 7. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 8. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 10. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
 14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 15. Section 1557 of the Patient Protection and Affordable Care Act.
 16. Contractor shall comply with the conflict of interest safeguards described in 42 CFR section 438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.

P. State Law Requirements. Contractor shall comply with all applicable State laws including:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

Q. Investigations and Confidentiality of Administrative Actions.

1. Contractor acknowledges that if it is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

R. Additional Federal and State Requirements. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

S. Regulations and Guidelines. Contractor shall comply with the following regulations and guidelines:

1. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;
6. Title 22, CCR, sections 51000 et seq.;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, Division 4, Chapter 8, commencing with Section 13000;
9. Government Code Section 16367.8;
10. Title 42, CFR, Sections 8.1 through 8.6;

11. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
12. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

T. Control Requirements.

1. Contractor shall establish written policies and procedures consistent with these requirements:
 - a. HSC, Division 10.5, commencing with Section 11760.
 - b. Title 9, Division 4, Chapter 8, commencing with Section 13000.
 - c. Government Code Section 16367.8.
 - d. Title 42, CFR, Sections 8.1 through 8.6.
 - e. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
 - f. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.

U. State Revocation. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

V. Participation in the County Behavioral Health Director’s Association of California.

1. County’s AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
2. County’s AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

15. ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.

A. General Provisions.

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS.
2. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

B. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - a. Title 9, Division 4, commencing with Section 9000.
 - b. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
 - c. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - d. Title 42 United State Code (USC), Sections 300x-21 through 300x-31 , 300x-34, 300x- 53, 300x-57, and 330x-64 through 66.
 - e. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - f. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
 - g. Title 42, CFR, Sections 8.1 through 8.6.
 - h. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
 - i. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
 - j. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
3. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all SUD treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to the SAPT Contract No. 17-94159 between DHCS and the County as Document 2F(b), incorporated herein by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Agreement shall not require a formal amendment.
4. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <https://grants.nih.gov/grants/policy/salcapsummary.htm>.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

C. Additional Contract Compliance Provisions.

1. **Restriction on Distribution of Sterile Needles.** No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State

chooses to implement a demonstration syringe services program for injecting-drug-users with Substance Abuse Prevention and Treatment Block Grant funds.

2. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 CFR Part 54, Contractor is required to submit to the County ADP Program Manager, the “Survey on Ensuring Equal Opportunity for Applicants” form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor’s Program. Referrals that were made due to the religious nature of the Contractor’s Program shall be submitted within three (3) days to the County.
3. **Intravenous Drug Use (IVDU) Treatment.** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(96.126(e))).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - ii. Reduce barriers to patients' accepting TB treatment; and
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
5. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.
6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The “*Perinatal Practice Guidelines*” are incorporated by reference. The Contractor must comply with the current version of these guidelines http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

7. **Byrd Anti-Lobbying Amendment (31 USC 1352)**. Contractor shall provide a certification to the County per Exhibit D that Contractor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award.

Contractor shall comply with the Lobbying Restrictions and Disclosure requirements included in Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.

8. **Information Access for Individuals with Limited English Proficiency**.
 - A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 - B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

EXHIBIT A-2
STATEMENT OF WORK: ADP
PRIMARY PREVENTION
FIGHTING BACK SANTA MARIA VALLEY

1. **PROGRAM SUMMARY.** Fighting Back Santa Maria Valley (hereafter “the Program”) organizes students, parents, providers, law enforcement, community members and other concerned residents to reduce alcohol and other drug problems in the Santa Maria Valley through the use of environmental strategies and policies. The Program will be headquartered at 201 S. Miller Street, Suite #209 Santa Maria, CA.

2. **PROGRAM GOALS.** Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at: <http://www.countyofsb.org/behavioral-wellness/Asset.c/3904>

Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies, <http://www.samhsa.gov/prevention>. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:

- A. Decrease underage drinking,
- B. Decrease excessive drinking,
- C. Decrease marijuana use among youth, and
- D. Decrease opioid misuse.

3. **DEFINITIONS.**

A. **Primary Prevention – Universal Prevention:** Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.

B. **CSAP Strategy:** SAMHSA CSAP has classified prevention into the following six strategies, as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Reference Manual: *Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based Process; and Environmental*. The specific CSAP strategies and service codes Contractor shall implement are detailed in Section 4 (Services).

C. **Let’s Talk Cannabis Campaign:** Coordinate with ADP, local public health offices, and established local coalitions to implement the California Department of Public Health *Let’s Talk*

Cannabis campaign, available at:

<https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/pages/letstalkcannabis.aspx>.

D. Prescription Drug Safe Storage and Prescription Drug Safe Disposal Campaigns: Educate the public about not sharing medications, safe storage of medications, and safe disposal of medications using media campaign materials provided by ADP.

4. SERVICES. Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, as described herein, and in accordance with Exhibit E Program Goals, Outcomes and Measures: ADP.

A. Demonstrate implementation of a Community Coalition/Task Force (“Coalition”) to enhance state and local alcohol and drug prevention efforts by mobilizing communities, participating in policy advocacy, and changing social norms.

1. Contractor will establish/maintain a Community Coalitions/Task Force with a minimum of the following twelve (12) community sectors involved in their coalition or task forces: Youth, Parents, Business, Media, Schools, Youth Service Organizations, Faith-based or Fraternal Organizations, Law Enforcement, Civic/Volunteer Groups, Healthcare Professionals, State, local or tribal governmental agency with expertise in the field of substance abuse and other organizations involved in reducing substance abuse. (CSAP Strategies: *Community Based Process, Environmental*).
2. Contractor will train a minimum of twelve (12) Coalition members annually on the application of evidence-based prevention strategies in order to establish common goals for collective impact in order to reduce underage drinking, marijuana use among youth, excessive drinking and opioid misuse. (CSAP Strategies: *Community Based Process, Information Dissemination*).

B. Decrease Underage Drinking.

1. Contractor will partner with prevention and treatment professionals to determine gaps in existing alcohol policies in order to develop, adapt or implement a new or existing policy to address underage drinking. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).
2. Contractor shall mobilize one or more Coalition members to provide education to local ordinance committees regarding strengthening the existing local Social Host Ordinance(s).
3. Contractor shall engage Coalition to work with youth, parents, families, neighborhoods and law enforcement to reduce alcohol accessibility to young people in the community. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).
4. Contract shall provide parent education and outreach regarding existing local Social Host Ordinance(s).
5. Contractor shall engage Coalition in campaigns to educate the community about consequences of underage alcohol use and reasons for youth not to use. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).

6. Contractor shall conduct outreach presentations to parents regarding the consequences of underage alcohol use and reasons for youth not to use.
7. Contractor shall use developed materials provided by ADP staff for all media purchases.
8. Contractor shall use the following forms of media to distribute materials for youth in English:
 - i. Radio – including both English and Spanish radio stations
 - ii. Television – local news stations including both English and Spanish television
 - iii. Buses
 - iv. Movie Theatre advertising
 - v. Bowling lane advertising
 - vi. School and Community Events
 - vii. Facebook and/or Instagram digital advertising
9. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

C. Decrease Excessive Drinking.

1. Contractor shall utilize environmental strategies to address community needs to reduce excessive alcohol consumption including working closely with law enforcement, retailers, bars, food and beverage establishments to implement both formal and informal policies (i.e., Over-service, visibility messaging, Responsible Beverage Service trainings, etc.). (CSAP Strategies: *Community Based Process, Environmental*).
 - i. Contractor shall collaborate with law enforcement to develop Responsible Beverage Service Training.
 - ii. Contractor shall educate on-sale retailers regarding State Responsible Beverage Service training requirements.
 - iii. Contractor shall distribute materials developed by ADP to both on and off-sale retailers.
2. Contractor will work with law enforcement and partner with prevention and treatment professionals to determine gaps in existing alcohol policies in order to develop, adapt or implement a new or existing policy to address excessive drinking. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*).
3. Contractor shall engage coalition in media advocacy to increase community concerns about excessive drinking and promote visibility of enforcement. (CSAP Strategies: *Community Based Process, Environmental – Media Strategies, Information Dissemination*).
4. Contractor shall use developed materials provided by, or approved by, ADP staff for all media purchases.
5. Contractor shall use the following forms of media to distribute materials for adults in both English and Spanish:

- i. Radio – including both English and Spanish radio stations
 - ii. Television – local news stations including both English and Spanish television
 - iii. Buses
 - iv. Movie Theatre advertising
 - v. Bowling lane advertising
 - vi. School and Community Events
 - vii. Facebook and/or Instagram digital advertising
6. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

D. Decrease Marijuana Use Among Youth.

- 1. Contactor shall utilize the *Let's Talk Cannabis* Campaign to educate the community about consequences of marijuana use and reasons for youth not to use. (CSAP Strategies: *Community Based Process, Environmental, Information Dissemination*);
- 2. Contactor shall direct media for the *Let's Talk Cannabis* to youth audiences.
- 3. Contactor shall use developed materials provided by, or approved by, ADP staff for all media purchases.
- 4. Contactor shall use the following forms of media to distribute materials for both youth and adults in English and Spanish:
 - i. Radio – including both English and Spanish radio stations
 - ii. Television – local news stations including both English and Spanish television
 - iii. Buses
 - iv. Movie Theatre advertising
 - v. Bowling lane advertising
 - vi. School and Community Events
 - vii. Facebook and/or Instagram digital advertising
- 5. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.

E. Decrease Opioid Misuse.

- 1. Contactor shall engage coalition in media advocacy to increase community awareness regarding safe disposal of prescription medications. (CSAP Strategies: *Community Based Process, Environmental*).
- 2. Contactor shall utilize the *Prescription Drug Safe Storage* and *Prescription Drug Safe Disposal* Campaigns and direct media to adult audiences in both English and Spanish.
- 3. Contactor shall use developed materials provided by ADP staff for all media purchases.

4. Contractor shall use the following forms of media to distribute materials for youth in both English and Spanish:
 - i. Radio – including both English and Spanish radio stations
 - ii. Television – local news stations including both English and Spanish television
 - iii. Buses
 - iv. Movie Theatre advertising
 - v. Bowling lane advertising
 - vi. School and Community Events
 - vii. Facebook and/or Instagram digital advertising
5. Contactor shall consult with ADP staff to develop a comprehensive media plan and will follow-up with ADP staff prior to making any changes to the approved media plan.
6. Contractor shall engage coalition in outreach education to raise awareness regarding signs and symptoms associated with opioid misuse and early intervention resources. (CSAP Strategies: Community Based Process, Information Dissemination)
7. Contractor shall conduct community outreach presentations regarding the warning signs of opioid misuse and early intervention resources.
8. Contractor shall use developed materials provided by ADP staff.

5. STAFFING

- A. Contractor shall employ a minimum of one staff person who functions as the Coalition Coordinator. The Coalition Coordinator must meet the following minimum requirements:
 1. Mobilize coalition members in order to meet program outcomes.
 2. Serve as the primary point of contact with assigned ADP staff.
 3. Must have a minimum of two years of experience working in the field of prevention.

6. ADDITIONAL PROGRAM REQUIREMENTS:

- A. Contractor shall work closely with County staff to ensure a two-way flow of communication for effective program implementation and to receive technical assistance as needed.
- B. Contractor shall partner and collaborate with other County funded Prevention Providers, including:
 1. Collaboration with ADP Prevention Coalitions and Friday Night Live Program (FNL) to develop collaborative prevention strategies and media advocacy.
 2. Attendance at quarterly Partners in Prevention meetings to evaluate progress toward program goals and outcomes.

3. Collaboration with the Tobacco Prevention Settlement Program in order to implement the Nutrition, Alcohol and Tobacco Partnership Healthy Stores, Healthy Communities county-wide campaign.
 4. Collaboration with local law enforcement, City and /or County officials, as well as State Legislatures to find ways to limit youth access to alcohol and marijuana, reduce excessive drinking, and limit opioid misuse.
- C.** Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
1. Collection and submission of a minimum of 100 Media Campaign Recall and Recognition Surveys annually.
 2. Collection and submission of a minimum of 15 Retailer Surveys annually.
 3. Monthly data entry of all program services into the Primary Prevention Substance Use Disorder Data Service (PPSDS) system.
 4. Completion of Contract Review Reporting Template on a quarterly basis including data on media campaigns reaching a minimum of 8,000 people.
 5. Additional reporting and data collection as needed.
- D.** Contractor shall prepare for and participate in annual County monitoring site visits, and shall provide current information to County on all program activities, including:
1. Contractor shall provide County with 30 days advance written notice of training sessions and public or community events that the Contractor plans to sponsor.
 2. Contractor shall submit to County all media campaigns and outreach materials for approval prior to distribution.
 3. Contractor shall submit to County all evaluation, pre- and post-test and survey results summaries.
 4. Contractor shall prepare documentation and materials to review in advance of County formal site visits.
 5. Contractor shall complete any Corrective Action Plans (CAP) generated by the County as a result of formal site visits. CAPs are due within 30 days of receipt.
- E.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- F.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.

- G.** Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support to implement prevention programs.
- H.** Contractor shall attend all Partners in Prevention (PIP) meetings and participate in all County sponsored prevention trainings.
- I.** Contractor shall attend relevant conferences and trainings related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
- J.** Contractor shall attend grant writing workshops or participate in training that increases Contractor's ability to sustain programs and Contractor capacity.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2)

(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1-ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Intergovernmental Agreement, Contract Number 18-95148, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A(s).
- B. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 CFR Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.
- C. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$240,000 for FY 2020-2022, inclusive of \$240,000 in Alcohol and Drug Program funding**, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND PROVISIONAL RATE.

- A. Operating Budget.** Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in Exhibit B-1 ADP. The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres

with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

B. Submission of Claims and Invoices:

1. **Submission of Invoices for Non-Drug Medi-Cal Services.** Contractor shall submit a written invoice electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:

- a. Sufficient detail and supporting documentation to enable an audit of the charges,
- b. The amount owed by County, and
- c. The contract number and signature of Contractor's authorized representative.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

C. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

D. Monthly Financial Statements. Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). Financial Statements shall be submitted electronically to adpfinance@co.santa-barbara.ca.us.

E. Withholding of Payment for Non-Submission of Service Data and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

G. Claims Submission Restrictions:

1. **Billing Limit for Drug Medi-Cal Services:** Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 CCR Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.

2. **No Payment for Services Provided Following Expiration/Termination of Agreement.** Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

I. Overpayments: If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

VI. COST REPORT.

A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements

and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

- B. Cost Report to be Used for Initial Settlement.** The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement with Contractor as set forth in Section VII (Pre-audit Cost Report Settlements). Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties.** In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VI.A above or the expiration or termination date of this Agreement shall result in:
 - 1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
 - 2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VI.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- D. Audited Financial Reports:** Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report:** If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements.** Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B-ADP Section VI (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the Contractor's actual costs.
- B. Issuance of Findings.** County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.

- C. **Payment.** In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director or designee.

VIII. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT.

- A. **Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the ADP services/activities provided under this Agreement.
- B. **Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Drug Medi-Cal audit, the State and County will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.
- C. **Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- D. **Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process described in the Exhibit A, Attachment I of the Intergovernmental Agreement and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A-2)

Exhibit B-1
 Schedule of Rates and Contract Maximum

CONTRACTOR NAME: Fighting Back Santa Maria Valley

FISCAL
 YEAR: 20-22

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	Report Service Code	Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Cal OMS	N/A	12	Actual Cost
			Community-Based Process	Cal OMS	N/A	16	Actual Cost
			Environmental	Cal OMS	N/A	17	Actual Cost

	PROGRAM	
	Primary Prevention Coalition - North County	TOTAL
GROSS COST:	\$ 120,000	\$ 120,000
LESS REVENUES COLLECTED BY CONTRACTOR:		
PATIENT FEES	\$ -	\$ -
CONTRIBUTIONS	\$ -	\$ -
OTHER (LIST):	\$ -	\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 120,000	\$ 120,000

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**		
Drug Medi-Cal		\$ -
Realignment/SAPT - Discretionary		\$ -
Realignment/SAPT - Perinatal		\$ -
Realignment/SAPT - Adolescent Treatment		\$ -
Realignment/SAPT - Primary Prevention	\$ 120,000	\$ 120,000
CalWORKS		\$ -
Other County Funds		\$ -
FY20-21 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ 120,000
FY21-22 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ 120,000
TOTAL (Sources of Behavioral Wellness Funding)	\$ 240,000	\$ 240,000

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

melissa marie manzo

**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)


Exhibit B-1 Schedule of Rates and Contract Maximum							
CONTRACTOR NAME: Fighting Back Santa Maria Valley						FISCAL YEAR: 20-22	
Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	Report Service Code	Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Cal OMS	N/A	12	Actual Cost
			Community-Based Process	Cal OMS	N/A	16	Actual Cost
			Environmental	Cal OMS	N/A	17	Actual Cost
					PROGRAM		
					Primary Prevention Coalition - North County	TOTAL	
GROSS COST:				\$	120,000	\$	120,000
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES				\$	-	\$	-
CONTRIBUTIONS				\$	-	\$	-
OTHER (LIST):				\$	-	\$	-
TOTAL CONTRACTOR REVENUES				\$	-	\$	-
MAXIMUM CONTRACT AMOUNT PAYABLE:				\$	120,000	\$	120,000
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**							
Drug Medi-Cal						\$	-
Realignment/SAPT - Discretionary						\$	-
Realignment/SAPT - Perinatal						\$	-
Realignment/SAPT - Adolescent Treatment						\$	-
Realignment/SAPT - Primary Prevention				\$	120,000	\$	120,000
CalWORKS						\$	-
Other County Funds						\$	-
FY20-21 TOTAL (Sources of Behavioral Wellness Funding)				\$	120,000	\$	120,000
FY21-22 TOTAL (Sources of Behavioral Wellness Funding)				\$	120,000	\$	120,000
TOTAL (Sources of Behavioral Wellness Funding)				\$	240,000	\$	240,000
CONTRACTOR SIGNATURE:							
FISCAL SERVICES SIGNATURE:							
**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources							

EXHIBIT B-2

ENTITY BUDGET BY PROGRAM

AGENCY NAME: Fighting Back Santa Maria Valley

COUNTY FISCAL YEAR: 20/21

LINE #	COLUMN #	1	2	3	4
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention - North County Coalition
1		Contributions		\$ -	
2		Foundations/Trusts		\$ -	
3		Miscellaneous Revenue		\$ -	
4		Behavioral Wellness Funding		\$ 120,000	\$ 120,000
5		Other Government Funding		\$ -	
6		Private Insurance		\$ -	
7		Federal Probation		\$ -	
8		Other (specify)		\$ -	
9		Other (specify)		\$ -	
10		Total Other Revenue	\$ -	\$ 120,000	\$ 120,000
		I.B Client and Third Party Revenues:			
11		Client Fees		-	
12		SSI		-	
13		Other (specify)		-	
14		Total Client and Third Party Revenues (Sum of lines 19 through 23)	\$ -	\$ -	\$ -
15		GROSS PROGRAM REVENUE BUDGET	\$ -	\$ 120,000	\$ 120,000

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention - North County Coalition
	III.A. Salaries and Benefits Object Level			
16	Salaries (Complete Staffing Schedule)		\$ 65,115	\$ 65,115
17	Employee Benefits		\$ 16,279	\$ 16,279
18	Consultants		\$ -	
19	Payroll Taxes		\$ -	
20	Salaries and Benefits Subtotal	\$ -	\$ 81,394	\$ 81,394
	III.B Services and Supplies Object Level			
21	Equipment Depreciation and Maintenance		\$ -	
22	Medical, Dental and Laboratory Supplies		\$ -	
23	Membership Dues		\$ -	
24	Equipment Rental and Lease		\$ -	
25	Clothing and Personal Supplies		\$ -	
26	Food		\$ -	
27	Laundry Services and Supplies		\$ -	
28	Training		\$ 1,800	\$ 1,800
29	Telephone/Communications		\$ 1,200	\$ 1,200
30	Depreciation - Structures and Improvements		\$ -	
31	Insurance		\$ -	
32	Interest Expense		\$ -	
33	Maintenance - Structures, Improvements, and Grounds		\$ -	
34	Office Expense		\$ 3,914	\$ 3,914
35	Publications and Legal Notices		\$ -	
36	Rents & Leases - Land, Structure, and Improvements		\$ -	
37	Taxes and Licenses		\$ -	
38	Drug Screening and Other Testing		\$ -	
39	Utilities			
40	Pharmaceutical			
41	Professional and Special Services			
42	Transportation		\$ 3,000	\$ 3,000
43	Travel		\$ 3,000	\$ 3,000
44	Gas, Oil, & Maintenance - Vehicles			
45	Rents & Leases - Vehicles			
46	Depreciation - Vehicles			
47	Other / Miscellaneous		\$ 25,692	\$ 25,692
48	Services and Supplies Subtotal	\$ -	\$ 38,606	\$ 38,606
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -	
50				
51	SUBTOTAL DIRECT COSTS	\$ -	\$ 120,000	\$ 120,000
52	IV. INDIRECT COSTS			
53	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ -	
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ -	\$ 120,000	\$ 120,000

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

Indemnification and Insurance Requirements

(For Professional Contracts version 2014 04 04)

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not

replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.

9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES*

PROGRAM EVALUATION: Contractor shall work with County SPP Evaluation Consultant to evaluate the outcomes listed below. Contractor shall collect and report the following measurement indicators for short, intermediate, and long term outcomes linked to assigned SPP goals, objectives and strategies, as described in the County Logic Model. Contractor shall, on an ongoing basis report to County all evaluation, pre-/post-test and survey results summaries, including:

Coalitions		
Program Goals	Outcomes	Measures
Implement Community Coalitions that mobilize the community, participate in policy advocacy and change social norms	<ol style="list-style-type: none">1. Achieve Community Coalition performance expectations2. Demonstrate impact on community3. Demonstrate impact on alcohol retailers	<ul style="list-style-type: none">• => 90% of program expectations met• => 5% change in Media Recognition and Recall Survey• =>5% change in Retailer Survey

*Amendments may be made to this Exhibit E Program Goals, Outcomes and Measures as agreed in writing by County's and Contractor's Designated Representatives or their designees. Amendments to this Exhibit E do not require a formal amendment to this Agreement.