

**SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement (this “Agreement”) is made and entered in the State of California, by and between Sierra Health Foundation: Center for Health Program Management, a California nonprofit public benefit corporation (“The Center”), and County of Santa Barbara Department of Behavioral Wellness, an independent contractor (“Contractor”), in connection with the Medication Assisted Treatment (MAT) Access Points Project (the “MAT Project”), and effective June 1, 2019.

PURPOSE

The purpose of this procurement agreement is to purchase property or services in support of the MAT Project. The MAT Project is part of California’s State Opioid Response Grant Funding. The goal of the MAT Project is to support Medication Assisted Treatment (MAT) start-up activities and/or MAT enhancement efforts in at least 200 MAT Access Points throughout the State of California to increase prevention, treatment and recovery service activities for people with substance-use disorders. Funding received by The Center in connection with the MAT Project can be used to offset staff salaries, purchase equipment, train staff, recruit staff, make capital improvements, and other start-up and enhancement costs.

STATUS OF PARTIES

The parties to this Agreement agree that Contractor is, and will remain throughout the term of this Agreement, an independent contractor, and not an employee, partner, agent or principal of The Center. The Contractor is responsible for providing, at Contractor’s own expense, disability insurance, unemployment insurance, workers’ compensation insurance, and any other insurance, training, permits, and licenses for Contract and Contractor’s employees and subcontractors. Similarly, Contractor is responsible for all of the Contractor’s own expenses, including but not limited to, any and all taxes resulting from the Contractor’s operation. The Contractor has no authority to make any commitments on The Center’s behalf or to bind The Center in any way whatsoever. During the term of this Agreement, The Center may engage other contractors to perform the same or similar work that Contractor performs. The Contractor will supply all tools, materials, and equipment required to perform the Contractor’s services under this Agreement.

CONTRACT TIMELINE

The MAT Project timeline and this Agreement commence on June 1, 2019, and terminate on August 31, 2020.

DELIVERABLES AND REQUIRED REPORTING

Contractor agrees to execute and complete the stated line items and deliverables in accordance with the RFA application submitted by the Contractor and approved by The Center (the “RFA Application”), and in accordance with the Budget and Budget Justification set forth on **Exhibit I**. In the event of any conflict

between the RFA Application and **Exhibit I, Exhibit I** shall control. The Contractor must provide Progress Reports as set forth in **Exhibit II**.

COMPLIANCE

The MAT Project is a Federal funding program. All documents or other materials prepared in the performance of this Agreement must be retained by the Contractor in accordance with the terms hereof. All deliverables provided by Contractor to The Center in connection with this MAT Project will become the property of The Center, and The Center may transfer the rights in such property to the State of California. Contractor shall retain a non-exclusive, unlimited right as defined in Federal Acquisition Regulations, section 27.401, to use the materials created in connection with this MAT Project in order to sustain MAT services beyond the Agreement term without obtaining further approval of the Center or the State, in the event the State is transferred the rights in such property. However, the dissemination of materials after the project ends shall be for public use as created under this agreement. The Contractor is required under the Code of Federal Regulations 45 CFR Part 75, section §75.303 and §75.364 to provide access to records to maintain sufficient internal controls and retain all documents, copies of invoices and backfiles for compliance and internal use. The Center reserves the right to audit Contractor. Non-compliance with this Agreement, Federal statutes, regulations, or the terms and conditions of a Federal award §75.371 may result in the adverse action, including but not limited to, the following:

- (a) withhold of payments pending correction of the deficiency or non-compliance;
- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend any activities of Contractor or terminate the award to Contractor;
- (d) initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and awarding agency regulations at 2 CFR part 376 (or recommend such a proceeding be initiated by an awarding agency);
- (e) withhold from Contractor further awards for the MAT Project;
- (f) adverse action by a Federal or State agency, including the California Health and Human Services Agency (“CHHS”) or other awarding agency; and
- (g) any other remedies or actions that may be legally available.

AUDIT AND RECORD RETENTION; MONITORING

Contractor agrees that The Center, CHHS, Department of Health Care Services (“DHCS”), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to Contractor’s performance of this Agreement. Contractor

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement (GC 8546.7, CCR Title 2, Section 1896.77). Contractor agrees to maintain and preserve, until six (6) years after termination of this Agreement and final payment to Contractor hereunder, to permit DHCS and The Center (or their respective duly authorized representatives) to have access to, examine or audit any pertinent books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. All of the foregoing audit rights set forth in this paragraph shall survive the termination of this Agreement.

Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

Contractor agrees that The Center and DHCS (or their respective designated representatives) will have the right, at any time during the term of this Agreement during Contractor's normal business hours, to conduct monitoring activities with respect to the services and deliverables being provided by Contractor hereunder, and Contractor's compliance therewith, including, but not limited to, on-site visits and desk reviews.

PAYMENTS

Subject to the terms hereof, The Center agrees to pay Contractor the total contract of \$75,000.00. Payments to Contractor correspond to the completion of deliverables. The Center will pay Contractor for the completion of the stated line items and deliverables in accordance with the RFA Application submitted by Contractor and approved by The Center and the submission and approval of the required program and financial reporting as outlined in Exhibits II in accordance with the following fixed payment schedule:

- (a) Payment 1 - 50% of total award amount upon the later of (i) the execution of this Agreement and (ii) The Center's receipt of funding for the Project from the funding agency;
- (b) Payment 2 - 40% of total award amount following receipt and approval of Progress Reports 1 and 2; and
- (c) Payment 3 - 10% of total award amount following receipt and approval of Progress Reports 3, 4, and 5, and the Cumulative Final Report for Program and Financial activity.

Reimbursement shall be made for allowable expenses for services performed and/or goods received. The Contractor must maintain records reflecting actual expenditures for the term of this Agreement.

EXPENSES ALLOWABILITY/FISCAL DOCUMENTATION

- (a) Financial reports received from the Contractor and accepted and/or submitted for payment by The Center shall not be deemed evidence of allowable agreement costs;

- (b) Contractor shall maintain for review and audit and supply to The Center upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability;
- (c) If the allowability or appropriateness of an expense cannot be determined by The Center because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to general accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by The Center or Contractor may be required to return spent funds to The Center. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

RECOVERY OF OVERPAYMENTS

- (a) Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Center by one of the following options:
 - (i) Contractor's remittance to The Center of the full amount of the audit exception within 30 days following The Center's request for repayment;
 - (ii) A repayment schedule which is agreeable to both The Center and Contractor.
- (b) The Center reserves the right to select which option will be employed, and the Contractor will be notified by The Center in writing of the claim procedure to be utilized.

FUNDING RESTRICTIONS

- (a) Contractor agrees expenditures must adhere to the following guidelines:
 - (i) expenditures must be tied to, and for the purposes of, the MAT Project;
 - (ii) State Opioid Response (SOR) funding disbursed through The Center are the payer of last resort only;
 - (iii) expenditures must be reasonable in light of the services or goods provided; and
 - (iv) expenditures must be substantiated by invoices, receipts, pay records, checks and other appropriate documentation;
- (b) Contractor shall not use any grant funds made available under this Agreement to:

- (i) pay for any lease beyond the MAT Project period, or prepay any other expense beyond the Project period;
 - (ii) pay for housing other than residential mental health and/or substance abuse treatment;
 - (iii) provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.);
 - (iv) make direct payments to individuals to induce them to enter prevention or treatment services. However, Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access and retention in prevention and treatment programs;
 - (v) make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed \$3.00 per person; or
 - (vi) outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- (c) Grant funds shall not be used for services that can be paid through other accessible sources of funding such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.
- (d) Grant funds shall not supplant current funding of existing activities.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless DHCS, The Center, and their respective directors, officers, employees and agents from any claim of any kind whatsoever, including attorneys' fees and related expenses, performance of services of any contractors, subcontractors, suppliers, laborers and any other person or entity furnishing or supplying work, services, materials or supplies to or through Contractor in connection with Contractor's performance of this Agreement. Contractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due from Contractor hereunder against any amounts due and payable to Contractor hereunder.

INSURANCE

Contractor assumes all risks as an independent contractor and agrees to obtain all the insurance necessary for Contractor's protection in connection with work under this Agreement. Contractor agrees

to maintain through the term of the Agreement, at a minimum, (a) workers' compensation insurance for Contractor's employees and (b) comprehensive or commercial general liability insurance coverage in the minimum amount of \$2,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability (c) Contractor agrees to include an Additional Insured Endorsement naming the Center and DHCS as additional insureds. Contractor agrees to provide The Center with documentation evidencing such insurance upon request.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Contractor represents warrants and covenants that the services and deliverables to be provided under this Agreement shall be performed in accordance with all laws, and in a professional manner conforming to the generally accepted industry standards and practices. Contractor shall, at all times during the term of this Agreement, maintain all licenses, permits and governmental approvals required by federal and state law to provide the services and deliverables hereunder.

Contractor represents, warrants and covenants that, to the extent relevant, it is in compliance with, and will comply with, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111005 (the "HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164, and any similar laws or regulations now existing or hereinafter arising. Contractor shall not use or disclose individually identifiable health information as set forth in 45 CFR section 160.103 ("Protected Health Information" or PHI) or "Personal Information" as defined in California Civil Code section 1798.29 ("PI"), other than as permitted or required by law, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and PI, including electronic PHI and PI, that it creates, receives, maintains, uses or transmits. The Contractor should not transmit PHI or PI to The Center without The Center's prior consent unless such PHI or PI was obtained by Contractor from The Center.

To the extent Contractor is using contract funds to cover individual direct patient services, the Contractor will comply with any SAMHSA GPRA (Government Performance and Results Act of 1993) reporting requirements.

Contractor represents and warrants that the materials produced by Contractor under this Agreement are and will be original and do not and will not infringe upon any statutory or common law copyright, proprietary right, intellectual property right or any other right of any other person.

The Contractor agrees to provide all statistical data as requested through the Progress Reports in this agreement and with respect to the services and deliverables provided by Contractor hereunder, including, but not limited to, a number of individuals served and/or impacted.

Contractor shall ensure that its services provided hereunder are, and will be, accessible to persons with limited English proficiency.

Any subcontractors hired by Contractor will be advised of and abide by this Agreement unless other arrangements are first approved in writing by The Center, and that Contractor will be responsible for the subcontractors' adherence to the terms of this Agreement.

The Contractor has not, and should not; hire The Center employees to perform any portion of work or services provided for herein, including secretarial, clerical, and similar incidental services.

Contractor agrees that all operators of motor vehicles reimbursed with grant funds made available under this Agreement will hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license. The Contractor must possess automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. The Contractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto. Contractor agrees that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement. Contractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension of continuation thereof, or for a period of not less than one (1) year.

The Contractor will not publish any information derived from work performed or data obtained in connection with services rendered under this Agreement unless first approved in writing by The Center.

Contractor agrees to comply with all requirements of 45 CFR Part 75 and all of the Federal Equal Opportunity Requirements set forth on Exhibit III.

Contractor represents that, to the best of its knowledge, it is registered, and in good standing, with the Federal System for Award Management (SAM) and is not a suspended or debarred party on the excluded parties list system on SAM. Contractor agrees to comply with all Debarment and Suspension Certification requirements set forth on Exhibit IV.

Contractor agrees to comply with all Air or Water Pollution requirements set forth on Exhibit V.

All information submitted to The Center by Contractor, as of the date hereof is, and hereafter will be, accurate.

CONFIDENTIALITY

Contractor agrees that it will not copy, reproduce, make any unauthorized use of or disclose to any other person or entity any confidential or proprietary information given to or made available to Contractor by The Center in the performance of its services and deliverables under this Agreement. The term confidential or propriety information shall have the meaning of "confidential information" set forth in California Civil Code section 3426.1, subdivision (d) ("Confidential Information"). The Center acknowledges and understands that all information that is not Confidential Information as defined in this Section or otherwise protected by privacy laws, including but not limited to, this Agreement, are subject to open records laws and regulations such as the California Brown Act and the Public Records Act, and therefore may be released, disclosed, and posted online, to and for public use as created under this agreement. Contractor agrees that it will (and will cause its employees, agents, and subcontractors)

protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Contractor, its employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. Contractor and its employees, agents, or subcontractors will not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor and its employees, agents, or subcontractors will promptly transmit to The Center all requests for disclosure of such identifying information not emanating from the client or person.

ASSIGNMENT

This Agreement may not be assigned by the Contractor, either in whole or in part, without the written consent of The Center. Any such assignment in violation of the foregoing will be deemed null and void.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits hereto, contains all of the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or to vary any of the terms herein.

AMENDMENTS AND MODIFICATIONS

No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

TERMINATION

Either party may terminate this Agreement by providing 30 days written a notice to the other party, provided that The Center may terminate this Agreement at any time, effective upon Contractor's receipt of the notice if Contractor is in breach of any term hereof. All amounts owed for satisfactory work completed as of the time of such termination shall be paid in full by The Center upon submission of an invoice and The Center's verification of such performance. Contractor acknowledges and agrees that in the event: (a) funding for the MAT Project terminates, (b) DHCS requires the substitution or termination of Contractor as a subcontractor of The Center, or (c) DHCS does not approve this Agreement, then this Agreement will terminate without penalty and with no further obligations for payments to Contractor. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Project, this Agreement shall terminate and be of no further force or effect.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement, shall be subject to mediation in Sacramento, California, administered by the American Arbitration Association or such other a mediator as The Center and Contractor shall agree, as a condition precedent to the institution of legal or equitable proceedings by either party.

CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of California.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or .pdf), but which together shall constitute one and the same instrument.

{Remainder of page intentionally left blank; Exhibits to follow}

EXHIBIT I - BUDGET AND BUDGET JUSTIFICATION

**The Center
Proposed Project Budget - Name of Application Organization**

Organization: County of Santa Barbara Department of Behavioral Wellness

Start Date: 6/30/2019

End Date: _____

8/31/2020

	Total Project Budget	Requested from Center for Health Program Management	Other Funding Committed to Project
I. Personnel			
Salaries			
1 Recovery Assistance EH 0.50	\$ 17,850.00	\$17,850.00	
2 Recovery Assistance EH 0.50	\$ 17,850.00	\$17,850.00	
3	\$ -		
4	\$ -		
5	\$ -		
Payroll Taxes and Benefits	\$ -		
Consultant Fees	\$ -		
1	\$ -		
2	\$ -		
3	\$ -		
4	\$ -		
Total Personnel	\$ 35,700.00	\$35,700.00	\$0.00
II. Other Expenses			
Office Supplies			
Postage			
Printing/Duplicating			
Information/Materials	\$ 3,000.00	\$3,000.00	
Equipment			
Rent / Utilities			
Travel			
Miscellaneous (List)			
1 3-Telehealth monitor's (SB,SM, Lompoc)	\$ 2,000.00	2,000	
2 (2) High Security Pharmacy Cabinet (DEA Schedule Drugs)	\$ 4,000.00	4,000	
3			
4			
5			
6			
7			
8			
Total Other Expenses	\$ 9,000.00	\$9,000.00	\$0.00
Indirect (up to 15% of direct costs)	\$ 5,300.00	5,300	
Total Grant Expenses	\$ 50,000.00	\$50,000.00	\$0.00

Budget Justification

Total Requested Funds: \$50,000

1. Salaries and Benefit:

Narrative Detail: Recovery Specialist (1.0 FTE) ² Provide dedicated training and outreach activity surrounding MAT services to increase community awareness and increase number of people served.	\$35,700
Total:	\$35,700

2. Other Expenses:

Narrative Detail: Telehealth monitors ² Monitors placed in each core region of the county (Santa Barbara, Santa Maria and Lompoc) to enable expanded access to MAT services.	\$2,000
Information and Materials ² Development of informational materials for outreach and public education to be used by the Recovery Specialists in community education presentations as well as with other outreach activities.	\$3,000
High Security Pharmacy Cabinet (DEA Schedule Drugs) ² Secures safe storage of medications used to enable quick access to MAT services.	\$4,000
Total:	\$9,000
Total Direct Expenses:	\$44,700
Indirect (15%):	\$5,300
Total Budget:	\$50,000

**The Center
Proposed Supplemental Project Budget**

Applicant Organization: County of Santa Barbara Department of Behavioral Wellness

Start Date: 6/30/2019 End Date: 8/31/2020

		Total Project Budget	Requested from The Center	Other Funding Committed to Project
I. Personnel				
Salaries	FTE			
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
Payroll Taxes and Benefits		_____	_____	_____
Consultant Fees				
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
Total Personnel		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
II. Other Expenses				
Office Supplies		_____	_____	_____
Postage		_____	_____	_____
Printing/Duplicating		_____	_____	_____
Information/Materials		_____	_____	_____
Equipment		_____	_____	_____
Rent / Utilities		_____	_____	_____
Travel		_____	_____	_____
Miscellaneous (List)				
1	Capital Improvements	\$25,000.00	\$25,000.00	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
Total Other Expenses		<u>\$25,000.00</u>	<u>\$25,000.00</u>	<u>\$0.00</u>
Indirect (up to 15% of direct costs)		_____	_____	_____
Total Grant Expenses		<u>\$25,000.00</u>	<u>\$25,000.00</u>	<u>\$0.00</u>

Supplemental Budget Justification

Total Requested Funds: \$25,000

1. Capital Improvements:

Narrative Detail: Treatment Rooms² Capital improvement to existing space to create additional Medication Assisted Treatment Rooms and Treatment Rooms for Telepsychiatry to increase access to and expand MAT services.	\$25,000
Total:	\$25,000

EXHIBIT II – PROGRAM AND FINANCIAL REPORTING REQUIREMENTS

The Contractor will submit separate Program, and Financial (budget versus actual) Progress reports during the duration of the contract and a separate Program and Financial Cumulative Final Report at contract end. (Please refer to the web portal for sample program and financial templates and reporting requirements). Payment 2 and 3 is contingent on the receipt and approval of the following reports:

Required Deliverables:

- x Deliverable 2: Submission and approval of both Program and Financial Progress Reports 1 and 2.
- x Deliverable 3: Submission and approval of both Program and Financial Progress Reports 3, 4, 5, and Cumulative Final Reports.

The last day to submit reports is 9/29/2020, and thereafter all unearned portion of the total award is forfeited. The reporting schedule is as follow:

Report	Report Period	Due Date to The Center
Progress Report 1	6/1/2019-8/31/2019	9/15/2019
Progress Report 2	9/1/2019-11/30/2019	12/15/2019
Progress Report 3	12/1/2019-2/28/2020	3/15/2020
Progress Report 4	3/1/2020-5/31/2020	6/15/2020
Progress Report 5	6/1/2020-8/31/2020	9/15/2020
Cumulative Final Report	6/1/2019-8/31/2020	9/29/2020

EXHIBIT III – FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

(Applicable to all federally funded agreements entered into by The Center.)

- (a) 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. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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 The Center, 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 race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- (b) 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 race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- (c) 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.
- (d) 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.

- (e) 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.

- (f) 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 canceled, 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.

- (g) The Contractor will include the provisions of Paragraphs a through g 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 The Center 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 The Center, the Contractor may request in writing to The Center, 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.

EXHIBIT IV – DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds.)

- (a) By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- (b) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (ii) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in Paragraph b(2) herein;
 - (iv) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default;
 - (v) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376;
 - (vi) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by The Center; and
 - (vii) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (c) If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to The Center.
- (d) The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

(e) If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, The Center may terminate this Agreement for cause or default.

EXHIBIT V – AIR OR WATER POLLUTION REQUIREMENTS

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- (a) Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

- (b) Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

RESOURCES

- Medication Assisted Treatment Website - www.mataccesspoints.org
- SAM (System for Award Management) – www.sam.gov
- MAT Expansion Project page on the DHCS Website - <https://bit.ly/2w2Vx9f>
- [45 CFR Part 75](#)
- For questions regarding the MAT Access Points Project, please contact Nora Dunlap at ndunlap@sierrahealth.org or the general email at mataccesspoints@shfcenter.org

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

THE CENTER

CONTRACTOR

BY _____

BY _____

Authorized Representative Signature

Gil Alvarado
Sr. Vice President of Finance & Administration

Print Name of Authorized Representative & Title

DATE: _____

DATE: _____

The Center Contract Manager:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Program Officer
1321 Garden Highway
Sacramento, CA 95833

Contractor's Mailing Address:

County of Santa Barbara Department of Behavioral
Wellness
Alice Gleghorn
Director
315 Camino Del Remedio, Bldg 3
Santa Barbara, CA 93110

Contractor's Contact Information:

(805) 681-5235
agleghorn@co.santa-barbara.ca.us

Secondary Contact Information:

Ole Behrendtsen
Medical Director
(805) 681-5235
obehrendtsen@co.santa-barbara.ca.us

Contractor's Tax ID Number:

95-6002833

Contractor's DUNS Number:

149656154

SAMs Expiration Date:

4/29/2020

Contract Number:

CA19MAT031