

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS  
AND

THE SALVATION ARMY  
SOUTHERN CALIFORNIA DIVISION

FOR

ALCOHOL AND DRUG PROGRAMS

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# **STANDARD TERMS** **AND CONDITIONS**

**AGREEMENT**  
**FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **The Salvation Army Southern California Division** with an address at P.O. Box 1049, Santa Barbara, CA 93102 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**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 herein set forth;

**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. Mark Gisler at phone number 805-962-6281 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:             Mark Gisler, Executive Director  
                                      The Salvation Army Southern California Division  
                                      P.O. Box 1049  
                                      Santa Barbara, CA 93102  
                                      Phone: 805-962-6281  
                                      Fax: 805-899-2702

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 attached hereto and incorporated herein by reference.

### **4. TERM.**

Contractor shall commence performance on 03/01/2019 and end performance upon completion, but no later than 06/30/2021 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 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), 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.

## **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 Exhibit A, 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 any 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, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles.

County, and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor shall allow the auditor(s) access to such documents and records at any time during Contractor's regular business hours or upon reasonable notice, and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. 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).

In addition, Contractor shall comply with the recordkeeping and audit requirements included in Exhibits A, B and D to this Agreement. Pursuant to Title 42, Code of Federal Regulations, section 438.3, subdivision (h), Contractor must make available at any time for inspection and audit any records or documents, as well as the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted, for ten (10) years from the final date of the this Agreement or from the date of completion of any audit, whichever is later. 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 and Exhibit D 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. MANDATORY DISCLOSURE.**

**A. Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321.)

**B. Ownership or Controlling Interest.**

Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.

If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

**36. PROCUREMENT OF RECOVERED MATERIALS.**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**37. PRIOR AGREEMENTS.**

Upon the effective date, this Agreement supersedes the ADP portion of Board Contract No. BC17035 (FY18-19) between County and Contractor. The mental health services portion of BC17035 shall remain in full force and effect.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Salvation Army Southern California Division.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on March 1, 2019.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**The Salvation Army Southern California  
Division**

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: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – ADP STATEMENT OF WORK**

EXHIBIT A-1 General Provisions: ADP

EXHIBIT A-2 Residential Treatment Services

**EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT B-2 Contractor Budget

EXHIBIT B-3 Sliding Fee Scale

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D – DHCS PROVISIONS (ATTACHMENT D/F OF MHP CONTRACT)**

**EXHIBIT E - PROGRAM GOALS, OUTCOMES AND MEASURES**

**EXHIBIT A**  
**STATEMENT OF WORK**

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**EXHIBIT A-1**  
**STATEMENT OF WORK: ADP**  
**GENERAL PROVISIONS**

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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. 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 State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number [18-95148], available at <http://countyofsb.org/behavioral-wellness>.
- C. 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.

**2. STAFF.**

- A. Training.** Contractor shall provide training, including through attendance at County-sponsored training sessions as available, to each Program staff member, within thirty (30) days of the date of hire regarding the following:
- 1. For Treatment Programs:**
- i. County Management Information System (MIS) system, including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system;
  - ii. HIPAA Training;

- iii. Code of Conduct Training;
- iv. Drug Medi-Cal Documentation Standards Training;
- v. ADP Clinician's Gateway Training; and

All applicable evidence-based treatment models and programs as agreed between provider and County in writing.

- B. 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.
- C. Documentation Training Required for Clinical Staff.** Contractor shall ensure that each staff member providing clinical services attends the County's training sessions regarding documentation requirements, including but not limited to Drug Medi-Cal and other related State, Federal and local regulations.
- D. Substance Use Disorder (SUD)-Specific Training Required.** All direct service staff who provide direct SUD treatment services are required to attend the following SUD-specific trainings at least once per year:
  - 1. DMC-ODS Continuum of Care
  - 2. Title 22 Rules and Regulations
  - 3. ASAM Screening and Multidimensional Assessment
  - 4. Motivational Interviewing
  - 5. Cognitive Behavioral Therapy/Counseling
  - 6. Cultural Competency
- E. ASAM e-Training.** All direct service SUD treatment staff are required to complete two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care" prior to providing DMC-ODS services.
- F. 18 CEU Hours Alcohol and Other Drug Clinical Training.** All direct service staff who provide direct SUD treatment services are required to complete a minimum of 18 CEU hours of alcohol and other drug specific clinical training per year.
- G. 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.
- H. 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.

- I. **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.B. (Reports). Contractor shall notify [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us) and [bwelladpteam@sbcowell.org](mailto:bwelladpteam@sbcowell.org) 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.
- J. **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 if the Contractor's staff passes or fails the background clearance investigation.
- K. **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.
- L. **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.
- M. **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 CERTIFICATES.**

- 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(s) 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 Alcohol and Drug Program 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. Prohibited Providers.** Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act.
- 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.

#### 4. REPORTS.

- A. Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:
  - 1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (CFR) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed not later than 10 calendar days from the last day of the month.
  - 2. Complete Cal OMS County Admission Forms and Cal OMS County Discharge Forms in the County MIS system for each client within 30 days from admission/discharge.
  - 3. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.
- 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;
  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; and
  5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.
- D. 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. BILLING DOCUMENTATION.**

- A. Enter Claims Using County MIS System.** Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC-ODS) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or Outpatient Services – Group, and Rehabilitative/Ambulatory Outpatient Services – Individual Services, as specified in Exhibit B. Contractor shall document progress notes in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

**B. Notice Provided if MIS Offline.** In the event that the MIS system is offline, County will notify providers within 24 hours for reporting purposes.

**6. DRUG MEDI-CAL VERIFICATION.**

Contractor shall be responsible for verifying client's Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

**7. 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; and Paragraph 33 (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.

**8. 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. Maintain Grievance Policy/Procedure.** Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints and complaints and shall comply with *Department Policy # 4.020 Client Problem Resolution Process*.

**9. 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.
- F. **Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

## 10. 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 #28, Unusual Occurrence Incident Report*.
- 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](mailto: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).

## 11. 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.

## 12. 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.

**13. SIGNATURE PADS.**

- A. County to Provide Signature Pads.** County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), Clinician's Gateway. Contractor shall use the electronic versions of the Intake Form, Treatment Consent Form, Client Assessment, Client Treatment Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinician's Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.
- B. Contractor Replacement Due to Loss or Damage.** In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinician's Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement

**14. 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. Recovery Environment.** Contractor shall provide a safe, clean and sober environment for recovery.
- C. Provide DMC-ODS Beneficiary Handbook to Clients.** Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in paper form without charge upon request within five business days and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 CFR Section 438.10(g)(2)(xi) about the grievance and appeal system.
- D. Provide Materials in English and Spanish.** Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and program curriculum.
- E. Maintain Provider Directory.** Contractor shall maintain a provider directory on their agency website listing licensed individuals employed by the provider to deliver DMC-ODS services; the provider directory must be updated at least monthly to include the following information:

  - 1. Provider's name;
  - 2. Provider's business address(es);
  - 3. Telephone number(s);
  - 4. Email address;

5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

**F. Specific Curricula:**

1. Contractor shall stay informed on, and implement current evidence-based practice curriculum that is approved by the County, in providing treatment services.
2. Contractor shall provide Seeking Safety (training provided by County) or other trauma-informed services where indicated.
3. Contractor shall utilize Motivational Interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing treatment services (training provided by County).
4. Contractor shall utilize Cognitive Behavioral Treatment (CBT) in providing treatment services (training provided by County).

**G. Support Groups.** Contractor shall require clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.

**H. Tuberculosis (TB) Screening.** Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol available at <http://countyofsb.org/behavioral-wellness>.

**I. Referral to Perinatal Specialized Services.** Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.

**J. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.

- K. 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.
- L. Attendance at Department ADP Provider Meetings.** Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support in addressing treatment concerns.
- M. Recordkeeping Requirements.** Contractor shall retain, as applicable, the following information for a period of no less than 10 years:
1. Beneficiary grievance and appeal records specified in 42 CFR section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 18-95148, including at minimum, all of the following information:
    - i. A general description of the reason for the appeal or grievance.
    - ii. The date received.
    - iii. The date of each review, or if applicable, review meeting.
    - iv. Resolution at each level of the appeal or grievance, if applicable.
    - v. Date of resolution at each level, if applicable.
    - vi. Name of the covered person for whom the appeal or grievance was filed.
  2. Data, information and documentation specified in 42 CFR sections 438.604, 438.606, 438.608, and 438.610.
  3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).
- N. Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.)** To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement between the State and the Department, Agreement # 18-95148.

## 15. DEFINITIONS.

The following terms as used throughout this Agreement shall have the meanings as set forth below.

- A. Drug Medi-Cal Organized Delivery System (DMC-ODS).** The DMC-ODS is a Medi-Cal benefit in counties choosing to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who are Medi-Cal eligible, meet the medical necessity criteria, and reside in Santa Barbara County. These

services include Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment Services, Opioid (Narcotic) Treatment Programs, Withdrawal Management, Naltrexone Treatment, Recovery Services and Case Management Services.

**B. CalWORKs.** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.

**C. Licensed Practitioners of the Healing Arts (LPHA).** Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. LPHA shall receive a minimum of five hours of continuing medical education related to addiction medication each year. LPHA include:

1. Physicians
2. Nurse Practitioners
3. Physician Assistants
4. Registered Nurses
5. Registered Pharmacists
6. Licensed Clinical Psychologists
7. Licensed Clinical Social Workers
8. Licensed Professional Clinical Counselors
9. Licensed Marriage and Family Therapists
10. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

**D. Substance Abuse Treatment Court (SATC).** SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 Section 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

**E. Substance Abuse Mental Health Services Administration (SAMHSA).** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to

build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

**16. PROHIBITED AFFILIATIONS (42 CFR §438.610).**

**A. Debarred, Suspended or Otherwise Excluded from Federal Contracts.** Contractor shall not knowingly have a relationship of the type described in paragraph (C) of this subsection with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (A)(1) of this section.

**B. Excluded from Federal Health Care Programs.** Contractor shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Social Security Act.

**C. “Relationships” Defined.** The relationships described in paragraph (A) of this section, are as follows:

1. A director, officer, or partner of the Contractor.
2. A subcontractor of the Contractor, as governed by 42 CFR §438.230.
3. A person with beneficial ownership of five percent or more of the Contractor’s equity.
4. A network provider or person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor’s obligations under this Agreement.

**D. Written Disclosure Required.** Contractor shall provide County with written disclosure of any prohibited affiliation under this section, and County or DHCS may pursue any remedies provided by law and under the Intergovernmental Agreement Exhibit A, Attachment I, Section II. H.6.iv.

**17. NONDISCRIMINATION**

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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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, or military and veteran status.

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.)

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

## **18. 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 DHCS Provisions (Attachment D/F of MHP Contract), of this Contract.

**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's 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.

**19. 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. **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.
- C. **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.

- D. 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.
- E. 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).
- F. 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).
- G. 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 between the Department and the State (Agreement #18-95148), the State and County 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 hereby agrees 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 hereby agrees 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 hereby agrees 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 hereby agrees 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 agrees 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 Contract. 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.

**H. 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.

**I. 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).

- J. 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 Behavioral Wellness Policy and Procedure 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-title22-section7104d&num=0&edition=prelim>
- K. Youth Treatment Guidelines.** Contractor will follow the California Youth Treatment Guidelines available at [http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](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 Exhibit, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.
- L. 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.
- M. 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.

**N. 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 state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

**O. 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.

**P. 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.

**Q. 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.; and
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
12. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

**R. Control Requirements.**

1. Contractor shall establish written policies and procedures consistent with the 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.

**20. 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/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.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. **Debarment and Suspension.** Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989, p. 235), "Debarment and Suspension." SAM exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor 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.

If Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

2. **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.
3. **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.
4. **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)).)
5. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
  - a. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
  - b. Reduce barriers to patients' accepting TB treatment; and
  - c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
6. **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.

7. **Perinatal Practice Guidelines.**

Contractor must 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](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.

8. **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 to this Agreement.

9. **Information Access for Individuals with Limited English Proficiency.**

A. Contractor shall comply with all applicable provisions of the Dymally-Aiatorre 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.

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**EXHIBIT A-2**  
**STATEMENT OF WORK: ADP**  
**RESIDENTIAL TREATMENT SERVICES**

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**1. PROGRAM SUMMARY.**

The Contractor shall provide residential alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist adult (age 18 and older) clients with a substance use disorder diagnosis to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and Drug Medi-Cal (DMC) certified to provide Residential Treatment Services with an ASAM designation of Level 3.1 and Withdrawal Management 3.2. The Program will be located at 423 Chapala St., Santa Barbara, CA 93101.

**2. PROGRAM GOALS.**

- A.** Introduce participants to an ongoing process of recovery designed to reduce the harmful effects of AOD and achieve abstinence from AOD wherever possible;
- B.** Promote self-sufficiency and empower clients with substance use disorders (SUD) to achieve their full potential;
- C.** Provide a positive and client centered residential treatment experience as evidenced by positive scores and comments on the Treatment Perception Survey;
- D.** Successfully transition clients from residential treatment to other ASAM levels of care whenever medically necessary and indicated;
- E.** Provide integrated care and linkages to other service areas such as mental health and primary care where indicated;
- F.** Reduce recidivism and increase community safety;
- G.** For Withdrawal Management services:
  - 1. The purpose of Withdrawal Management is to provide a safe withdrawal from the drug(s) of dependence and mitigate acute withdrawal symptoms;
  - 2. Withdrawal Management services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

**3. SERVICES.**

Contractor shall provide:

**A. Withdrawal Management Services - ASAM Level 3.2.**

Withdrawal Management services shall be provided at the residential facility and the client shall be monitored during the detoxification process, including 24-hour support.

Medically necessary habilitative and rehabilitative services shall be provided in accordance with an individualized treatment plan prescribed by a physician. Contractor shall ensure that ASAM Level 3.2 services are provided including intake, observation, medication services, and discharge services. Services shall be provided in compliance with Policy # 7.007 *Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. **Withdrawal Management Services** - Withdrawal Management services shall be provided in Residential Treatment Service facilities to clients with a substance use disorder diagnosis as determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) when medically necessary and in accordance with the individual treatment plan. The length of Withdrawal Management services shall be individualized, but in most cases lasts between four (4) to seven (7) days. Withdrawal Management Services shall include:
  - i. **Intake:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a substance use disorder treatment program. Intake shall include: completion of all intake paperwork; the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment.
  - ii. **Observation:** The process of monitoring the client's course of withdrawal. Observation shall be conducted as frequently as deemed appropriate for the client and for ASAM Level 3.2. This may include, but is not limited to, observation of the client's health status.
  - iii. **Medication Services:** The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license. Medication services shall only be provided on-site in compliance with Department of Health Care Services (DHCS) licensing requirements for Incidental Medical Services (IMS).
  - iv. **Discharge Services:** The process to prepare the client for referral into another level of care, post treatment return or reentry into the community, and /or the linkage of the individual to essential community treatment, housing and human services.
  - v. **Acupuncture:** Acupuncture is an evidence-based practice used in detoxification. A maximum of four (4) acupuncture sessions may be provided to clients who request such services.

**B. Residential Treatment Services - ASAM Level 3.1.**

Residential Treatment services shall consist of non-medical, short-term services provided 24/7 in a residential program that provides rehabilitation services to clients

with a substance use disorder diagnosis, when determined by a Medical Director or LPHA as medically necessary and in accordance with the individual client treatment plan. Contractor shall ensure that ASAM Level 3.1 services are provided including: assessment, treatment planning, individual and group counseling, family therapy, patient education, safeguarding medications, collateral services, crisis intervention services, and discharge planning and transportation services. Services must be provided in compliance with Policy # 7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.

**C. Requirements Applicable to All Residential Services (ASAM Level 3.1).**

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services must include group and individual counseling sessions and at least one (1) family counseling, or family education session per week. Contractor shall ensure that lengths of stay do not exceed 90 days with the average length of stay being 45 days. Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with clients collaboratively to define barriers, set priorities, establish individualized goals, create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.
2. **Residential Services.** Residential Services may include:
  - i. **Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a SUD treatment program. Intake must include: completion of all intake paperwork; evaluation or analysis of substance use disorders; diagnosis of substance use disorders; and assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for SUD treatment and treatment planning.
  - ii. **Group Counseling:** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.
  - iii. **Individual Counseling:** Face-to face contacts between a client and a LPHA or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client's individualized treatment plan.
  - iv. **Patient Education:** Provide research-based education on addiction, treatment, recovery, and associated health risks.
  - v. **Family Therapy or Family Counseling / Education:** The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the

patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

- vi. **Safeguarding Medications:** Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
- vii. **Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. "Significant persons" are individuals that have a personal, not official or professional, relationship with the client.
- viii. **Crisis Intervention Services:** Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the client's emergency situation.
- ix. **Treatment Planning:** The Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client and the Medical Director or LPHA.
- x. **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
- xi. **Discharge Services:** The process to prepare the client for referral into another level of care, post-treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

#### **D. Case Management Services.**

Case Management Services are medically necessary services provided by a LPHA or registered/certified AOD counselor to assist clients in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care (especially for clients with a chronic SUD), and interaction with the criminal justice system, if needed. All Case Management services should be provided in the context of an individualized client treatment plan that includes specific Case

Management goals and identifies Case Management services. Contractor shall provide Case Management to clients who meet medical necessity as outlined in the *Department Policy 7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management*. Case Management may include:

1. **Transition to a Higher or Lower Level of SUD Care.** Transfers to the next service provider will be completed through “warm hand-offs”.
2. **Communication, Coordination, Referral and Related Activities.** These activities help link the client with medical, social, or educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the client treatment plan.
3. **Monitoring Service Delivery to Ensure Client Access to Service and the Service Delivery System.** Monitoring and associated follow-up activities are necessary to adequately address the client’s needs, and may be done with the client, family members, service providers, or other entities or individuals and may be conducted as frequently as necessary.
4. **Monitoring the Client’s Progress.** This includes making any necessary modifications to the client’s treatment plan and updating service arrangements with providers. Monitoring does not include evaluation or “check-ins” with a client when all client treatment plan goals have been met.
5. **Patient Advocacy, Linkages to Physical and Mental Health Care, Transportation and Retention in Primary Care Services.** All services, including transportation for the purposes of continuous engagement, support and linkage to treatment services, must link back to the stated goals and interventions in the client’s treatment plan.

**E. Recovery Services.**

Recovery Services are medically necessary services to assist clients in the recovery and wellness process following a completed course of treatment. Recovery Services are designed to emphasize the client’s central role in managing their health, promote the use of effective self-management support strategies, and provide internal and community resources to support ongoing self-management. All Recovery Services should be provided in the context of an individualized client treatment plan that includes specific goals and identifies Substance Use Disorder Assistance services including peer-to-peer services and relapse prevention as needed. Contractor shall provide Recovery Services to clients who have completed their course of treatment and meet medical necessity as outlined in the *Department Policy 7.010 Drug Medi-Cal Organized Delivery System (DMC-ODS) Recovery Services*. Recovery Services may include:

1. **Outpatient Counseling Services in the Form of Individual or Group Counseling.** Outpatient counseling services are intended to stabilize the client and then reassess if the client needs further care.

2. **Recovery Monitoring.** Recovery monitoring includes recovery coaching and monitoring via telephone, telehealth, and the internet.
3. **Substance Use Disorder Assistance.** This includes peer-to-peer services and relapse prevention provided by SUD Peer Support Staff. The amount, duration, and scope of peer-to-peer services must be specified in the client's treatment plan. Services must be provided by qualified peer support staff who assists clients with recovery from their SUDs in accordance with the Peer Support Training Plan.
4. **Support for Education and Job Skills.** This includes linkages to life skills, employment services, job training, and education services.
5. **Family Support.** This includes linkages to childcare, parent education, child development support service, family/marriage education.
6. **Support Groups.** This includes linkages to self-help and faith-based support groups.
7. **Ancillary Services.** This includes linkages to housing assistance, transportation, case management, and individual services coordination.

**F. Drug Testing.** Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and section 353 of the Public Health Act as indicated for clients receiving Residential Treatment services.

**G. Physician Consultation.**

Contractor may bill and be reimbursed for their Medical Director and/or licensed physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases to address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or level of care considerations.

**H. For Clients Needing Medication Assisted Treatment (MAT).**

1. **Contractor Will Accept Clients On Medication Assisted Treatment.** Contractor shall not deny services to any client who meets medical necessity and who is authorized for Residential Treatment Services while also receiving Medication Assisted Treatment.
2. **Assessments.** Contractor will assess all clients for opioid use disorders and alcohol use disorders that may benefit from Medicated Assisted Treatment and these clients will be referred to a psychiatrist/physician (MD), physician's assistant (PA) or nurse practitioner (NP) for further evaluation. Clients deemed eligible and willing to participate in MAT will be linked with an Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) or considered for MAT treatment within a contracted SUD provider.
3. **Coordination of Care.** Contractor will pursue coordination of care for clients on Medication Assisted Treatment to the extent allowed by the Welfare and

Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (CFR) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving the client.

**I. Incidental Medical Services.**

Contractor may provide Incidental Medical Services (IMS) in compliance with DHCS licensing requirements for IMS. IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either detoxification or the provision of alcoholism or drug abuse recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care and can only be done pursuant to IMS licensing approval.

**J. Transitions to Other Levels of Care (LOC).**

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 30 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients length of stay not exceed 90 days. Contractor shall ensure that clients are transitioned to the appropriate LOC prior to expiration of Residential Services authorization, with no interruption in treatment services.

**K. Additional Contractor-Specific Services.** Contractor shall provide the additional services indicated below:

1. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance-use disorder but are capable of treating clients with sub-threshold or diagnosable but stable mental disorders. Psychiatric services shall be available on-site or by consultation; identified program staff are competent to understand and identify signs and symptoms of acute psychiatric conditions.
  - i. Contractor shall serve a diverse population including individuals with no mental health condition or trauma history, individuals with mild to moderate mental health conditions, and a small percentage of individuals who have more serious psychiatric conditions or those who may intermittently have flare ups of acute symptoms but do not need acute mental health treatment as Program capacity allows.
  - ii. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.
  - iii. All staff shall be supported and assisted to be co-occurring competent so that all staff can work as an integrated team.

#### 4. CLIENTS.

- A. Contractor shall provide services as described in Section 3 (Services) to Residential Treatment Services ASAM Level 3.1, or Withdrawal Management Services ASAM Level 3.2 adult and adolescent clients referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.
- B. Contractor shall admit clients with co-occurring disorders where appropriate.

#### 5. REFERRALS.

- A. **ACCESS Line Referrals.** Contractor shall receive referrals from the Department of Behavioral Wellness ACCESS Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is determined authorizing Residential Treatment Services or Withdrawal Management Services.
- B. **Walk-In Clients.** When a client walks into or calls a Contractor directly, the client shall be referred to call by telephone the ACCESS Line (1-888-868-1649) to receive a complete County approved ASAM screening and authorization for Residential Treatment Services.
- C. **Submit Authorization Request to QCM.** Alternatively, Contractor may submit a request for initial authorization for Residential Treatment Services or Withdrawal Management Services to the Department's Quality Care Management (QCM) division. Authorization requests will be assigned to QCM staff within 24 hours of receipt. All requests must include documentation addressing the following:
  - 1. Evidence of eligibility determination (i.e. a copy of the client's Medi-Cal eligibility response, evidence of County residence);
  - 2. Evidence of Medical Necessity for Residential Treatment Services or Withdrawal Management Services, including but not limited to diagnosis(es) of a substance-related and addictive disorder found in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-V) and corresponding ASAM criteria; and
  - 3. Intake assessment and treatment plan completed by a LPHA. The intake assessment must be signed by a LPHA. The treatment plans must also be signed by the authorizing physician.
- D. **QCM Notice Within 24 Hours.** Contractor will be notified via electronic-fax within 24 hours of receipt of a request regarding authorization for Residential Treatment Services or Withdrawal Management Services. This notification will include the rationale of the decision, types of services authorized, and the number of days authorized. QCM reserves the right to modify the types of services and number of days authorized based on established Medical Necessity and ASAM criteria.
- E. **Verifying Non-Continuous Stays.** Prior to authorization of services, Contractor and QCM will ensure that clients have not exceeded two (2) non-continuous stay authorizations in a one-year period for Residential Treatment Services; clients are

limited to two (2) non-continuous stays in a one-year period (365 days) per County managed care plan.

**F. Notice of Adverse Benefit Determination.** QCM shall issue a written Notice of Adverse Benefit Determinations (NOABD) to the provider and the client when a decision is made to deny an authorization request or to authorize a service in an amount, duration, or scope that is less than requested by the Contractor.

**G. Assessment Required Within 24 Hours of Authorization.** Contractor shall complete an intake assessment within 24 hours after the authorization for Residential Treatment Services or Withdrawal Management Services is received by QCM and the client shall be scheduled with Contractor for a complete assessment (if not yet completed during the initial authorization request) to determine diagnosis and medical necessity, consistent with Title 22 Section 51303 and 51341.1.

**H. SATC Referrals.** For Substance Abuse Treatment Court (SATC) Referrals:

1. Contractor shall provide SATC Treatment Services within Residential Treatment to Court-referred adults upon receipt of authorization for Residential Treatment Services from QCM.
2. Contractor shall determine whether substance use disorder services are determined to be medically necessary consistent with Title 22 Section 51303 and 51341.1, per SATC guidelines.
3. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors when available.
4. Contractor shall provide progress reports for court staffing; Contractor shall attend court staffing in person when available.
5. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines and Procedures as set forth by the Policy Council.
6. Contractor shall attend SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for (adult) treatment services.

## **6. ADMISSION PROCESS.**

**A. Place Client Within 24 Hours After Authorization.** Contractor shall place client in the facility immediately (whenever possible) but no later than 24 hours following the authorization by QCM or other assigned staff for Residential Treatment Services or Withdrawal Management Services.

**B. Comprehensive ASAM Assessment.** No later than 24 hours after receipt of initial authorization for services, Contractor shall complete a Comprehensive ASAM Multidimensional Assessment. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face with the client or the counselor who conducted the assessment in order to determine medical necessity in compliance with the DMC-ODS Special Terms and Conditions (STCs) 132 (e) and Title 22 Section 51303 and 51341.1.

**C. Notice of Adverse Benefit Determination.** If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 CFR 438.404 in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*.

**D. Admit Clients Meeting Medical Necessity.** Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.

**E. Admission Documentation.**

At Contractor's intake meeting with client, Contractor shall complete admission documentation with the following information:

1. Informed Consent to Treatment form, signed by client.
2. Release of Information form, signed by client.
3. Intake form including financial assessment and contract for fees, signed by client.
4. Medication Consent form, signed by client.
5. Health Questionnaire, signed by client.
6. Personal/demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
  - i. Social, economic and family background;
  - ii. Education;
  - iii. Vocational achievements.
  - iv. Criminal history.
  - v. Legal status.
  - vi. Medical history.
  - vii. Drug history.
  - viii. Previous treatment.
  - ix. Emergency contact information for client.

**F. Notify Access Line/ QCM If Client Not Accepted Into Program.**

Contractor shall notify ACCESS Line/QCM staff if a client is not accepted into the Program, based on Section 7 (Exclusion Criteria), immediately but no later than 24 hours of completing the intake or assessment.

**G. Notify Access Line/ QCM If Client Needs Another Level of Care.**

Contractor shall notify ACCESS Line/QCM staff if the assessment indicates that the client should be in another level of care, immediately but no later than 24 hours of completing the comprehensive assessment.

**H. Notify Access Line/ QCM If Space Not Available in Program.**

Should space not be available in the Program, Contractor shall notify ACCESS Line/QCM staff, immediately but no later than 24 hours of receiving the authorization.

**7. EXCLUSION CRITERIA.**

On a case-by-case basis, clients may be excluded from receiving services. Clients must be informed of exclusion from the program in compliance with Policy #4.010 Notice of Adverse Benefit Determination. The following may be cause for client exclusion from the program:

- A. Client threat of or actual violence toward staff or other clients.
- B. Rude or disruptive behavior that cannot be redirected.
- C. Client does not meet medical necessity criteria, consistent with Title 22 Section 51303 and 51341.1.

**8. DOCUMENTATION REQUIREMENTS.**

- A. **Data Entry Into County's MIS System.** Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an update of the CalOMS treatment data when the client is discharged from the treatment service.
- B. **Comprehensive ASAM Multidimensional Assessment.** No later than 24 hours after receipt of initial authorization for services, Contractor shall complete a Comprehensive ASAM Multidimensional Assessment. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments. Contractor shall administer and score assessment tool. Results of the Comprehensive ASAM Assessment shall be utilized for determination of medical necessity, determination of level of care, treatment planning and discharge planning. For SATC clients, Contractor shall report the results of the Comprehensive ASAM Assessment and recommendations to the court.
- C. **Treatment Plan.** No later than 48 hours after client admission into Withdrawal Management and no later than ten (10) days after client admission into Residential Services, Contractor shall complete a Treatment Plan. Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall be completed upon intake and updated every ninety (90) days or more frequently as determined medically necessary. The treatment plan shall be consistent with the qualifying diagnosis and shall be signed by the client, the counselor or LPHA, and the Medical Director. The treatment plan and updates shall include:

1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation;
2. Goals to be reached which address each problem;
3. Action steps that will be taken by Contractor and/or client to accomplish identified goals;
4. Target dates for accomplishment of actions steps and goals;
5. A description of services, including the type of counseling, to be provided and the frequency thereof;
6. Assignment of a primary counselor;
7. The client's DSM-5 diagnosis language as documented by the Medical Director or LPHA;
8. If a client has not had a physical examination within the 12-months prior to the client's admission to treatment date, a goal that the client have a physical examination;
9. If documentation of a client's physical examination, which was performed during the prior twelve (12) months, indicates a client has a significant medical illness, a goal that the client obtains appropriate treatment for the illness; and
10. Individualization based on engaging the client in the treatment planning process.
11. Treatment planning must conform to DMC Regulations as defined in Title 22, CCR Section 51341.1(h)(2).

**D. Regular Reassessments of Medical Necessity.** Contractor shall ensure that all clients shall be regularly reassessed to ensure Medical Necessity. Assessment is an ongoing process and all documentation shall reflect that the client meets Medical Necessity at any point in treatment. Reassessment is particularly important any time there is a significant change in the client's status or diagnosis. Reassessment may be requested by the QCM division, the Medical Director, assigned LPHA, and/or the client.

**E. Reauthorization for Ongoing Residential Treatment Services.** Reauthorization by the Department for ongoing Residential Treatment Services is required and shall be completed, if indicated, for clients receiving Withdrawal Management Services in order to be considered for Residential Treatment Services following completion of Withdrawal Management.

**F. Reassess Residential Treatment Medical Necessity Every 30 Days.** Contractor must also reassess the client to demonstrate that Medical Necessity is still present at a minimum of every 30 days, regardless of number of days authorized for Residential Treatment Services in alignment with *Department Policy # 7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. For each reauthorization request, the Contractor must submit all documentation as stated previously in Section 5.C (Referrals). As indicated, QCM will consult

with the Contractor on continued eligibility, ongoing presence of Medical Necessity, and discharge planning and transition to a lower level of care (if appropriate).

2. Lengths of stay must not exceed 90 days; clients are allowed two (2) non-continuous 90-day placements in a one-year period (365 days).
3. If medically necessary, providers may apply for a one-time extension of up to 30 days- beyond the maximum length of stay of 90 days- for one (1) continuous length of stay in a one-year period (365 days).

**G. Submit Reassessment to QCM.** Contractor must submit the signed reassessment to QCM five (5) calendar days prior to the end of the previously authorized timeframe. QCM or other assigned staff will notify providers of a decision via email within 72 hours (including weekends and holidays) of receipt of a request for reauthorization.

**H. Additional Documentation Requirements.** Contractor shall comply with all additional documentation requirements pursuant to Title 22 Section 51303 and 51341.1 and DMC-ODC Standard Terms and Conditions (STCs).

## 9. DISCHARGES.

**A. Discharge Planning Required.** Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care to ensure continuum of care, post-treatment return, reentry into the community, and/or other linkages necessary treatment success.

**B. Discharge Plan Defined.** A discharge plan is a planned discharge that takes place while the client is still in treatment and must be completed within thirty (30) days prior to the final face-to-face service in compliance with the State of California Alcohol and/or Other Drug Program Certification Standards and in accordance with Title 22 CCR Section 51341.1(h)(6). The Discharge Plan shall include:

1. Recommendations for post-discharge;
2. A description of each of the client's relapse triggers;
3. A plan to assist the client to avoid relapse when confronted with each trigger;
4. A support plan; and
5. Linkages to other services, where appropriate.

**C. Provide Client With Discharge Plan.** Contractor shall provide the Discharge Plan to the client during the last face-to-face treatment. The counselor or LPHA and the client shall sign and date the Discharge Plan. Contractor shall give client one copy of the Discharge Plan and the original shall be documented in the client's file.

**D. Discharge Summary.** A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.

- E. Contents of Discharge Summary.** The Discharge Summary must include:
1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
  2. The reason for discharge;
  3. A narrative summary of the treatment episode; and
  4. The client's prognosis.
- F. Document Discharge Information in Department MIS.** Contractor shall document discharge information in CalOMS via the Department MIS system no later than thirty (30) days following discharge.
- G. Discharge Client if Client is Absent Without Leave for a 24 Hour Period.** Any client that is absent without leave for a 24 hour period shall be discharged, as of the date of last services. The date of discharge shall be the last face to face contact.
- H. Involuntary Discharge Requirements.** Discharge of a client from treatment may occur on a voluntary or involuntary basis. An involuntary discharge is subject to the requirements set forth in *Department Policy # 4.010 Notice of Adverse Benefit Determination*.

# **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 Exhibit B-1 ADP, 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. **Drug Medi-Cal Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be reimbursed by County as specified in Exhibit B-1-ADP. Pursuant to Title 9 California Code of Regulations (CCR) 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 CCR section 50090, is authorized under Title 22 CCR sections 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. **Non-Drug Medi-Cal Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP. Funds for these services are included within the Maximum Contract Amount.
- D. **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.

## **II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$4,171, 576** inclusive of \$ **669,064** for FY 18-19, **\$1,751,256** for FY 19-20, and **1,751,256** for FY 20-21 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 this 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.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:
1. Drug Medi-Cal Services:
    - a. For recurring contracts, the Provisional Rate shall be established by Behavioral Wellness using the historical data from the Contractor's prior fiscal periods.
    - b. The County Maximum Allowable rate will be the Provisional Rate for all new contracts.
  2. For all other services, the rate or billing increment shall be as reflected in Exhibit B-1 ADP.

At any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, and the volume of services provided in prior quarters.

## **IV. FEE COLLECTION.** For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3 ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:

- A. Deducted from the Contractor's Program cost of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);

- B. Identified and reported to County on the Contractor's monthly financial statements, Contractor's budget, and annual year-end cost report.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

**V. 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.

**VI. 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 Claims for Drug Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that addresses the following:
  - a. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the provisional rate in effect at the time of service,
  - b. States the amount owed by County, and
  - c. Includes the Agreement number.

Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month.

In addition to claims submitted in MIS, Contractor shall submit to County at [adpfinance@co.santa-barbara.ca.us](mailto:adpfinance@co.santa-barbara.ca.us) a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (CFR) 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the MIS claim report.

2. Invoices for all Non-Drug Medi-Cal services described in the Exhibit A(s) shall be delivered electronically to [adpfinance@co.santa-barbara.ca.us](mailto: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 services 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 below.

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](mailto:adpfinance@co.santa-barbara.ca.us).

E. Withholding of Payment for Non-Submission of MIS 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.

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.

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 seven (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. **Billing Limit for all other services:** For all other services, claims must be received by County within ten (10) days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
3. **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: 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.

## **VII. COST REPORT.**

A. Submission of Cost Report. Within four (4) 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 to Contractor. 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 forty-five (45) days after the due date set in Section VII.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 (46<sup>th</sup>) 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 (105<sup>th</sup>) day after the due date set in Section VII.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.

## **VIII. 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 VII (Cost Report) 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 lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
  2. The Contractor's actual costs.
  3. The County Maximum Allowable rate.
- 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 the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- 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.

## **IX. 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 Medi-Cal audit, the State and County will perform a post-audit 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, the Department will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with the Department. 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 established by the Responsible Auditing Party performing the audit.

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

CONTRACTOR NAME:		Salvation Army				FISCAL YEAR:		2018-19	
<b>Drug Medi-Cal /Non Drug Medi-Cal</b>	<b>Service Type</b>	<b>Mode</b>	<b>Service Description</b>	<b>Unit of Service</b>	<b>DMC Service Function Code</b>	<b>AoD Cost Report Service Code</b>	<b>Projected Units of Service</b>	<b>Projected Number of Clients</b>	
<b>Drug Medi-Cal Billable Services</b>	<b>Outpatient</b>	15	ODS Case Management	15 Minute Unit	93	93	1,697	17	
		15	ODS Physician Consultation	15 Minute Unit	94	94	91	1	
		15	ODS Recovery Services	15 Minute Unit	95	95	1,042	10	
	<b>Residential</b>	5	Level 3.2 Withdrawal Management	Bed Day	109	109	657	28	
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	28	
<b>Drug Medi-Cal /Non Drug Medi-Cal</b>	<b>Service Type</b>	<b>Mode</b>	<b>Service Description</b>	<b>Unit of Service</b>	<b>DMC Service Function Code</b>	<b>AoD Cost Report Service Code</b>	<b>County Maximum Allowable Rate</b>		
<b>Drug Medi-Cal Billable Services</b>	<b>Outpatient</b>	15	ODS Group Counseling	15 Minute Unit	91	91	\$33.81		
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$33.81		
		15	ODS Case Management	15 Minute Unit	93	93	\$33.81		
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$141.59		
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$33.81		
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$33.81		
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$33.81		
	<b>Residential</b>	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	\$184.84		
		5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112	\$122.97		
		N/A	Level 3.2 Withdrawal Management - Board and Care	Bed Day	N/A	109	Actual Cost <sup>2</sup>		
<b>Non - Drug Medi-Cal Billable Services</b>	<b>Residential</b>	N/A	Level 3.1 Residential Treatment - Board and Care	Bed Day	N/A	112	Actual Cost <sup>2</sup>		
					<b>Program</b>			<b>TOTAL</b>	
					<b>Residential Treatment - Start Up Costs</b>	<b>Residential Treatment</b>			
					<b>March 1, 2019 to June 30, 2019</b>				
<b>GROSS COST:</b>					\$ 85,312	\$ 583,752		\$ 669,064	
<b>LESS REVENUES COLLECTED BY CONTRACTOR:</b>									
PATIENT FEES					\$ -	\$ -	\$ -	\$ -	
CONTRIBUTIONS					\$ -	\$ -	\$ -	\$ -	
OTHER (LIST):					\$ -	\$ -	\$ -	\$ -	
<b>TOTAL CONTRACTOR REVENUES</b>					\$ -	\$ -	\$ -	\$ -	
<b>MAXIMUM CONTRACT AMOUNT PAYABLE:</b>					\$ 85,312	\$ 583,752	\$ -	\$ 669,064	
<b>WELLNESS FUNDING FOR MAXIMUM</b>									
Drug Medi-Cal						\$ 435,791		\$ 435,791	
Realignment/SAPT - Discretionary					\$ 85,312	\$ 142,961		\$ 228,273	
Realignment/SAPT - Perinatal								\$ -	
Realignment/SAPT - Adolescent Treatment								\$ -	
Realignment/SAPT - Primary Prevention								\$ -	
CalWORKS						\$ 5,000		\$ 5,000	
Other County Funds								\$ -	
<b>FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)</b>					\$ 85,312	\$ 583,752	\$ -	\$ 669,064	
<b>FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)</b>					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
<b>FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)</b>					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
<b>GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)</b>					\$ 85,312	\$ 4,086,264	\$ -	\$ 4,171,576	
CONTRACTOR SIGNATURE:									
STAFF ANALYST 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.									
***Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.									
<sup>2</sup> Rate based on approved costs.									

**EXHIBIT B-2**  
**ENTITY BUDGET BY PROGRAM**

AGENCY NAME:		The Salvation Army Hospitality House				
COUNTY FISCAL YEAR:		18/19 starting March 1, 2019				
<b>Gray Shaded cells contain formulas, do not overwrite</b>						
LINE #	COLUMN #	1	2	3	4	5
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Residential Treatment - Start Up Costs	Residential Treatment
1	Contributions		\$ 48,216	\$ -		
2	Foundations/Trusts		\$ 89,798	\$ -		
3	Miscellaneous Revenue		\$ 13,049	\$ -		
4	Behavioral Wellness Funding		\$ 669,064	\$ 669,064	\$ 85,312	\$ 583,752
5	Other Government Funding		\$ 173,039	\$ -		
6	Private Insurance			\$ -		
7	Federal Probation			\$ -		
8	Other (specify)			\$ -		
9	Other (specify)			\$ -		
10	Total Other Revenue		\$ 993,166	\$ 669,064	\$ 85,312	\$ 583,752
I.B Client and Third Party Revenues:						
11	Client Fees		\$ 17,512	-		
12	SSI			-		
13	Other (specify)			-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 17,512	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 1,010,678	\$ 669,064	\$ 85,312	\$ 583,752

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Residential Treatment - Start Up Costs	Residential Treatment
<b>III.A. Salaries and Benefits Object Level</b>					
16	Salaries (Complete Staffing Schedule)	928,718	\$ 299,098	\$ 33,972	\$ 265,126
17	Employee Benefits	255,571	\$ 101,550	\$ 9,704	\$ 91,846
18	Consultants	161,945	\$ 72,517	\$ 6,000	\$ 66,517
19	Payroll Taxes	52,922	\$ 22,881	\$ 2,599	\$ 20,282
20	Salaries and Benefits Subtotal	\$ 1,399,156	\$ 496,046	\$ 52,275	\$ 443,771
<b>III.B Services and Supplies Object Level</b>					
21	Supplies	69,639	\$ 9,226	\$ 5,835	\$ 3,391
22	Telephone	14,638	\$ 6,330		\$ 6,330
23	Utilities	62,890	\$ 14,497	\$ 5,000	\$ 9,497
24	Facility Costs (Rent)		\$ -		
25	Transportation/Travel	25,586	\$ 7,788	\$ 5,074	\$ 2,714
26	Insurance	11,673	\$ 1,742		\$ 1,742
27	Licenses and Fees	8,846	\$ 4,423		\$ 4,423
28	Printing/Publications	11,793	\$ 1,756	\$ 1,000	\$ 756
29	Training	9,500	\$ 7,250	\$ 5,000	\$ 2,250
30	<b>Board and Care</b>		\$ -		
31	Facilities Maintenance	46,550	\$ 16,033		\$ 16,033
32	Equipment and Furnishings	7,939	\$ 5,069		\$ 5,069
33	Food	45,066	\$ 9,465		\$ 9,465
34	Bedding		\$ 2,171		\$ 2,171
35	Services and Supplies Subtotal	\$ 314,120	\$ 85,748	\$ 21,909	\$ 63,839
<b>III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)</b>					
36			\$ -		
37					
38					
39	<b>SUBTOTAL DIRECT COSTS</b>	\$ 1,713,276	\$ 581,794	\$ 74,184	\$ 507,610
<b>IV. INDIRECT COSTS</b>					
40	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 87,270	\$ 11,128	\$ 76,142
41	<b>GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)</b>	\$ 1,713,276	\$ 669,064	\$ 85,312	\$ 583,752

\*\*Contributions are solely intended to cover any cost in excess of the Contract Maximum or costs not reimbursable under this Agreement

**EXHIBIT B-3  
Sliding Fee Scale**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE \*  
FY 2018-19**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	12,140	16,460	20,780	25,100	29,420	33,740	38,060	42,380
<b>10</b>	16,460	20,780	25,100	29,420	33,740	38,060	42,380	46,700
<b>15</b>	20,780	25,100	29,420	33,740	38,060	42,380	46,700	51,020
<b>20</b>	25,100	29,420	33,740	38,060	42,380	46,700	51,020	55,340
<b>25</b>	29,420	33,740	38,060	42,380	46,700	51,020	55,340	59,660
<b>30</b>	33,740	38,060	42,380	46,700	51,020	55,340	59,660	63,980
<b>35</b>	38,060	42,380	46,700	51,020	55,340	59,660	63,980	68,300
<b>40</b>	42,380	46,700	51,020	55,340	59,660	63,980	68,300	72,620
<b>45</b>	46,700	51,020	55,340	59,660	63,980	68,300	72,620	76,940
<b>50</b>	51,020	55,340	59,660	63,980	68,300	72,620	76,940	81,260
<b>55</b>	55,340	59,660	63,980	68,300	72,620	76,940	81,260	85,580
<b>60</b>	59,660	63,980	68,300	72,620	76,940	81,260	85,580	89,900
<b>65</b>	63,980	68,300	72,620	76,940	81,260	85,580	89,900	94,220
<b>70</b>	68,300	72,620	76,940	81,260	85,580	89,900	94,220	98,540
<b>75</b>	72,620	76,940	81,260	85,580	89,900	94,220	98,540	102,860
<b>80</b>	76,940	81,260	85,580	89,900	94,220	98,540	102,860	107,180
<b>85</b>	81,260	85,580	89,900	94,220	98,540	102,860	107,180	111,500
<b>90</b>	85,580	89,900	94,220	98,540	102,860	107,180	111,500	115,820

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	1,012	1,372	1,732	2,092	2,452	2,812	3,172	3,532
<b>10</b>	1,372	1,732	2,092	2,452	2,812	3,172	3,532	3,892
<b>15</b>	1,732	2,092	2,452	2,812	3,172	3,532	3,892	4,252
<b>20</b>	2,092	2,452	2,812	3,172	3,532	3,892	4,252	4,612
<b>25</b>	2,452	2,812	3,172	3,532	3,892	4,252	4,612	4,972
<b>30</b>	2,812	3,172	3,532	3,892	4,252	4,612	4,972	5,332
<b>35</b>	3,172	3,532	3,892	4,252	4,612	4,972	5,332	5,692
<b>40</b>	3,532	3,892	4,252	4,612	4,972	5,332	5,692	6,052
<b>45</b>	3,892	4,252	4,612	4,972	5,332	5,692	6,052	6,412
<b>50</b>	4,252	4,612	4,972	5,332	5,692	6,052	6,412	6,772
<b>55</b>	4,612	4,972	5,332	5,692	6,052	6,412	6,772	7,132
<b>60</b>	4,972	5,332	5,692	6,052	6,412	6,772	7,132	7,492
<b>65</b>	5,332	5,692	6,052	6,412	6,772	7,132	7,492	7,852
<b>70</b>	5,692	6,052	6,412	6,772	7,132	7,492	7,852	8,212
<b>75</b>	6,052	6,412	6,772	7,132	7,492	7,852	8,212	8,572
<b>80</b>	6,412	6,772	7,132	7,492	7,852	8,212	8,572	8,932
<b>85</b>	6,772	7,132	7,492	7,852	8,212	8,572	8,932	9,292
<b>90</b>	7,132	7,492	7,852	8,212	8,572	8,932	9,292	9,652

\* For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

**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 D**  
**DHCS PROVISIONS**  
**(ATTACHMENT D/F OF MHP**  
**CONTRACT)**

### Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "OHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

### Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership/Inventory/Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Suspension or Stop Work Notification
16. Financial and Compliance Audit Requirements	32. Lobbying Restrictions and Disclosure Certification

## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- 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 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 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 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.
- 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 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.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR ), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
  - c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.
- To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DOHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment/Property Ownership /Inventory /Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e. Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
  - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class 8 driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

### **Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain 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, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree 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 or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

Subdivisions (a) through (c) intentionally deleted.

- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor 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. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that 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 the 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, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

**8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, 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.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is

licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or

larger typeface: "©[Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a

court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**11. 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 under 40 CFR 15.5.

- 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. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 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 Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

**12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall 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 the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

#### **14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

#### **15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c (3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization
- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for Audit of *Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CUA) and the regulations thereunder.

**18. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**19. Debarment and Suspension Certification**

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) 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.
  - (5) 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 State.

- (6) 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 DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default

## **20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIG coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## **21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's

employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
- (2) Director's and executive committee member's fees.
- (3) Incentive awards and/or bonus incentive pay.
- (4) Allowances for off-site pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SOI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No.2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **32. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form- LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a (2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**State of California**  
**Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

**Santa Barbara County Department of Behavioral Wellness**  
**Contracts Division**  
**Attn: Contracts Manager**  
**429 N. San Antonio Rd.**  
**Santa Barbara, CA 93110**

County reserves the right to notify the contractor in writing of an alternate submission address

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:  <input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:  <input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change                  For Material Change Only: Year _____                  quarter _____                  date of last report _____</p>
<p>4. Name and Address of Reporting Entity:   <input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier __, if known:                   Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:                   Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:                   CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:                   \$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EXHIBIT E**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**

<b>Residential Treatment</b>			
<b>Program Goals</b>		<b>Outcomes</b>	<b>Measures</b>
Successful SUD treatment and recovery	1	Clients <u>initiated</u> treatment	80%
	2	Clients immediately <u>dropped out</u> of treatment	<2%
	3	Clients <u>engaged</u> in treatment	60%
	4	Clients primary drug <u>abstinence</u> at discharge	80%
	5	Clients <u>transferred</u> to treatment/lower level of care within 14 days	15%

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

<b>Withdrawal Management (formerly Detox)</b>			
<b>Program Goals</b>		<b>Outcomes</b>	<b>Measures</b>
Successful SUD treatment and recovery	1	Clients immediately <u>dropped out</u> of treatment	<4%
	2	Clients successfully <u>completed</u> * treatment	50%
	3	Clients primary drug <u>abstinence</u> at discharge	100%
	4	Clients <u>transferred</u> to treatment/lower level of care within 14 days	30%
	5	Clients <u>re-admission</u> within 14 days	95%
	6	Clients <u>re-admission</u> within 30 days	75%

\* Detoxification does not constitute complete treatment. A successful detoxification service is measured in part by the engagement of the client in further treatment. Providers are expected to make every effort to refer and connect clients to another level of treatment once they have completed detoxification. For clients who have gone through detoxification, as planned by the provider, and who are being referred for additional treatment services, providers must use discharge code 3 – Left Before Completion with Satisfactory Progress – Referred. Neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.