



# County of El Dorado

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## Master Report

File Number: 10-1200

\*File ID: 10-1200

Agenda Type: Agenda Item

Status: Approved

Version: 1

Reference:

Gov Body: Board of Supervisors

Department: Health Services

Created: 10/29/2010

Agenda Title: HSD 12-7-10 A-1 to AOD Counseling Agmts

Final Action: 12/07/2010

**Title:** Health Services Department recommending the Board authorize the Chair to sign Amendments to four Alcohol and Other Drug Counseling Agreements for the period July 1, 2010 through June 30, 2011 as follows:

- 1) EDCA Lifeskills, Agreement 042-110-P-E2010: original amounts \$12,000 provisional and \$20,000 not-to-exceed; amended amounts \$51,384 provisional and \$70,000 not-to-exceed;
- 2) New Morning Youth and Family, Agreement 087-110-P-E2010: original amounts \$13,161 provisional and \$20,000 not-to-exceed; amended amounts \$61,088 provisional and \$70,000 not-to-exceed;
- 3) Progress House, Agreement 097-110-P-E2010: original amounts \$33,660 provisional and \$40,000 not-to-exceed; amended amounts \$187,204 provisional and \$200,000 not-to-exceed; and
- 4) Tahoe Youth and Family Services, Agreement 097-110-P-E2010; original amounts \$17,400 provisional and \$20,000 not-to-exceed; amended amounts \$74,541 provisional and \$87,000 not-to-exceed.

**FUNDING:** State Negotiated Net Amount (NNA) Agreement.

**Notes:**

**Agenda Date:** 12/07/2010

**Agenda Number:**

**Sponsors:**

**Enactment Date:**

**Attachments:** A - Blue Sheet A1,123-110-P-E2010.pdf, B - A1, 123-110-P-E2010.pdf, C - 123-110-P-E2010.pdf, D - Blue Sheet A1, 042-110-P-E2010.pdf, E - A1, 042-110-P-E2010.pdf, F - 042-110-P-E2010.pdf, G - Blue Sheet A1, 087-110-P-E2010.pdf, H- A1, 087-110-P-E2010a.pdf, I - 087-110-P-E2010.pdf, J - Blue Sheet A1, 097-110-P-E2010.pdf, K - A1, 097-110-P-E2010.pdf, L- 097-110-P-E2010.pdf

**Time Required:**

**Same:**

**Hearing Date:**

**Contact:** Kathy Lang ext 6362

**Next Meeting Date:**

**Approval History**

Version	Date	Approver	Action
1	11/02/2010	Sharon Elliott	Approved
1	11/02/2010	Neda West	Approved
1	11/03/2010	Agenda Coordinator	Delegate
1	11/29/2010	Terri Knowlton	Approved
<b>Notes</b>	Consent calendar. Contracts are based on state funding agreement which was approved by the Board on May 25, 2010, however the fully executed agreement was not received from the State until November 1, 2010.		
1	11/29/2010	Gayle Erbe-Hamlin	Approved

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Supervisors	12/07/2010	Approved				Pass
	<b>Action Text:</b> This matter was Approved on the consent calendar.						
		Yes 3					3-1-1
		Supervisor Nutting, Supervisor Sweeney and Supervisor Briggs					
		Noes 1					
		Supervisor Santiago					
		Absent 1					
		Supervisor Knight					

**Text of Legislative File 10-1200**

Health Services Department recommending the Board authorize the Chair to sign Amendments to four Alcohol and Other Drug Counseling Agreements for the period July 1, 2010 through June 30, 2011 as follows:

- 1) EDCA Lifeskills, Agreement 042-110-P-E2010: original amounts \$12,000 provisional and \$20,000 not-to-exceed; amended amounts \$51,384 provisional and \$70,000 not-to-exceed;
- 2) New Morning Youth and Family, Agreement 087-110-P-E2010: original amounts \$13,161 provisional and \$20,000 not-to-exceed; amended amounts \$61,088 provisional and \$70,000 not-to-exceed;
- 3) Progress House, Agreement 097-110-P-E2010: original amounts \$33,660 provisional and \$40,000 not-to-exceed; amended amounts \$187,204 provisional and \$200,000 not-to-exceed; and
- 4) Tahoe Youth and Family Services, Agreement 097-110-P-E2010; original amounts \$17,400 provisional and \$20,000 not-to-exceed; amended amounts \$74,541 provisional and \$87,000 not-to-exceed.

amounts for all contracts (i.e., \$374,217). Should an NTE amount need to be increased to accommodate service requirements, the Department will return to the Board to request a formal contract amendment.

Compensation for Services: Payments are made to each Contractor based upon monthly invoicing for actual services performed and documented per contract requirements.

Contract Termination: These Agreements contain both the County Fiscal Considerations clause, allowing cancellation due to lack of funding, and the standard Termination clause that includes the ability to terminate in whole or in part upon seven (7) calendar days written notice, without cause.

Retroactive Term: These amendments are contingent upon the FY 2010-11 NNA Agreement with the State. The NNA Agreement 035-162-P-R2010 (10-NNA09) providing funding for these Counseling Agreements was approved by the Board on May 25, 2010, via Board Item 10-0465; however, the fully executed NNA Agreement was not received from the State until Monday, November 1, 2010, at which time the Department immediately scheduled these Amendments to be brought to the Board for approval.

Reason for Recommendation: Approval of these Amendments will allow local providers to continue providing substance abuse counseling, testing, and treatment services.

Action to be taken following Board approval:

- 1) Chair to sign three (3) original Amendments 1 to each of the following Agreements: 042-110-P-E2010; 087-110-P-E2010; 097-110-P-E2010 and 123-110-P-E2010.
- 2) Board Clerk's Office to return two (2) signed Amendments for each of the above-noted Agreements to Department.
- 3) Department to distribute documents as appropriate.

Contact: Kathy Lang

Concurrences: County Counsel & Risk Management

Internal Contract No: A1 - 097-110-P-E2010  
 Purchasing Contract No: 001-S1110  
 Index Code: 404131, 404136, 404143

# CONTRACT ROUTING SHEET

Date Prepared: September 15, 2010

Need Date: 10/11/10

**PROCESSING DEPARTMENT:**

Department: Health Svcs - Public Health  
 Dept. Contact: Kathy Lang x 6362  
 2<sup>nd</sup> Contact: Tom Michaelson  
 Department  
 Head Signature: Neda West  
 Neda West, Director

**CONTRACTOR:**

Name: Progress House, In.  
 Address: 2844 Coloma Street  
Placerville, CA 95667  
 Phone: \_\_\_\_\_

10 OCT 15 PM 2:27  
 HEALTH SERVICES DEPT

**CONTRACTING DEPARTMENT:** Health Services Department

Service Requested: Amendment to AOD Counseling Agreement  
 Contract Term: 7/1/10 - 6/30/11 Contract Value: \$187,204.00  
 Compliance with Human Resources requirements? Yes  No   
 Compliance verified by: Feasibility Analysis Attached

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 10/7/10 By: Trillia Antone  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*Please see confidential attorney-client language, memo re: language to be clarified. Thanks.*

2010 OCT 27 AM 4:23  
 E. DORFMAN COUNTY COUNSEL

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved:  Date: 10/13/10 By: [Signature]  
 Approved:  Disapproved: \_\_\_\_\_ Date: 10/15/10 By: [Signature]

*Endorsement necessary as additional insured needed*

*Resubmit to Risk Mgmt & Endorsement 10/14/10. @*

10 OCT - 8 AM 8:54  
 RISK MANAGEMENT DEPT

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract)

Departments: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

S. White 9/16/10  
 Program Manager / date

[Signature] 9/20/10  
 Finance / date

# ORIGINAL

001-S1110

AGREEMENT FOR SERVICES #097-110-P-E2010  
AMENDMENT I  
Progress House, Inc. – Alcohol and Drug Counseling

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This Amendment I to that Agreement for Services #097-110-P-E2010, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Progress House, Inc., a California nonprofit public benefit corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 2844 Coloma Road, Placerville, CA 95667 (hereinafter referred to as CONTRACTOR).

## RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide alcohol and other drug treatment services, in accordance with Agreement for Services #097-110-P-E2010, dated May 12, 2010, incorporated herein and made by reference a part hereof; and

WHEREAS, the COUNTY has received additional funding from California Department of Alcohol and Drug Program (CDADP) in the form of the Negotiated Net Amount (NNA) Agreement 10-NNA09 for fiscal year 2010-11; and

WHEREAS, the parties hereto have mutually agreed to amend *Article IV – Compensation for Services* to allow COUNTY to allocate a portion of funding from 10-NNA09 to CONTRACTOR for services rendered under this Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend *Article V – Performance Requirements*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XX – Insurance*; and

WHEREAS, the parties hereto have mutually agreed to add *Exhibit C* to said Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #097-110-P-E2010 shall be amended a first time as follows:

1) Article IV, Section 4.02 (a) shall be amended in its entirety to read as follows:

Section 4.02 Amount of Funding

(a) The total maximum obligation of COUNTY for services provided under this Agreement for the term July 1, 2010 through June 30, 2011 is set forth below, by funding type:

**Maximum FFY 2009-10 Block Grant Obligation** (available for services provided July 1, 2010 - June 30, 2011)

SAPT Federal Block Grant Discretionary (includes H.E.A.R.T.S.)		
	FY 2009-10	\$21,256
SAPT Federal Block Grant HIV Set Aside		
	FY 2009-10	0
SAPT Federal Block Grant Perinatal Set Aside		
	FY 2009-10	6,660
SAPT Federal Block Grant Youth Treatment		
	FY 2009-10	0
SAPT Federal Block Grant SATTA Drug Testing		
	FY 2009-10	6,652
<i>Total Maximum FFY 2009-10 Block Grant Obligation of this Agreement</i>		<u>\$34,568</u>

**Maximum FFY 2010-11 Block Grant Obligation** (available for services provided October 1, 2010 - June 30, 2011)

SAPT Federal Block Grant Discretionary includes H.E.A.R.T.S.)		
	FY 2010-11	\$92,733
SAPT Federal Block Grant Perinatal Set Aside		
	FY 2010-11	20,000
<i>Total Maximum FFY 2010-11 Block Grant Obligation of this Agreement</i>		<u>\$112,733</u>

***Total Maximum SAPT Block Grant Obligation of this Agreement*** ***\$147,301***

**Maximum State General Fund Obligation**

Perinatal State General Fund Discretionary	FY 2010-11	\$39,903
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**TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT: \$187,204**  
**TOTAL NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT: \$200,000**

2) Article IV Section 4.03 (c) shall be amended in its entirety to read as follows:

(c) Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to COUNTY.

(i) For the period July 2010 through April 2011 of this Agreement: No supplemental invoices for additional services as defined in 4.03 (c) will be accepted by the COUNTY after May 10, 2011.

(ii) For the period May 2011 and June 2011 of this Agreement: No supplemental invoices for additional services as defined in 4.03 (c) will be accepted by the COUNTY after July 10, 2011.

3) Article V shall be amended to add:

Section 5.19 By signing this Amendment I to Agreement 097-110-P-E2010, CONTRACTOR becomes a sub recipient of funds through the Health Services Department (HSD) and agrees to adhere to the terms and conditions set forth in Exhibit C, Exhibit C – Attachment I, Exhibit C – Attachment II, and Exhibit C – Attachment III, attached hereto and incorporated by reference herein.

4) Article XX shall be amended to replace paragraph three (3) in its entirety to read as follows:

The certificate of insurance must include the following provisions stating that:

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- The County of El Dorado, its offers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy, and;
- The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.

Except as herein amended, all other parts and sections of that Agreement 097-110-P-E2010 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**


By:   
 Neda West, Director  
 Health Services Department

Dated: 10-23-10

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement 097-110-P-E2010 on the dates indicated below.

-- COUNTY OF EL DORADO --

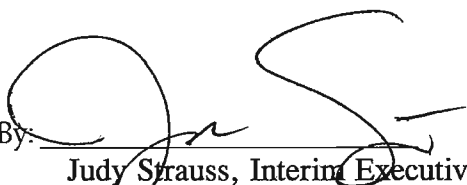
By:   
Norma Santiago, Chair  
Board of Supervisors  
COUNTY OF EL DORADO

Dated: 12/7/10

*Attest:*  
*Suzanne Allen de Sanchez*  
*Clerk of the Board of Supervisors*

 12/7/10  
Deputy Date

-- PROGRESS HOUSE, INC. --

By:   
Judy Strauss, Interim Executive Director  
CONTRACTOR

Dated: 11-1-10



## EXHIBIT C

AGREEMENT #097-110-P-E2010

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### FUNDING SPECIFIC REQUIREMENTS NEGOTIATED NET AMOUNT (NNA) FUNDING SOURCE FY 2010-11

By signing this Agreement 097-110-P-E-2010, CONTRACTOR agrees to adhere to all terms and conditions of the Negotiated Net Amount Agreement 10-NNA09 (HSD Agreement #035-162-P-R2010), attached hereto as Exhibit C - Attachment I, and incorporated by reference as if fully set forth herein, including but not limited to:

#### GENERAL TERMS AND CONDITIONS of 10-NNA09

##### Item H. Audit

1. In addition to the audit requirements in Attachment II, this Agreement, and any subcontracts, shall be subject to the examination and audit by the California Bureau of State Audits for a period of three (3) years from the date that final payment is made pursuant to the Agreement 10-NNA09 (Government Code, Section 10527).
2. CONTRACTOR agrees that the COUNTY, State, the Comptroller General of the United States, and any authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this MOU. CONTRACTOR agrees to provide the COUNTY with any and all relevant information requested.
3. All expenditures of State and Federal funds furnished to CONTRACTOR and its Subcontractors pursuant to this Agreement are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003). Objectives of such audits may include, but not be limited to, the following:
  - (a) To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  - (b) To validate data reported by HSD for prospective contract negotiations;
  - (c) 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;
  - (d) To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
  - (e) To determine that expenditures are made in accordance with applicable State and Federal laws and regulations and contract requirements; and/or,
  - (f) To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.

## EXHIBIT C

4. HSD shall comply, and shall require that CONTRACTOR complies, with all terms and conditions of Agreement 10-NNA09 and all pertinent State and Federal statutes and regulations. HSD, CONTRACTOR and its Subcontractors shall permit the State, DHCS, DHHS, Comptroller General of the United States, or other authorized State or Federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this MOU. CONTRACTOR shall allow the State, DHCS, DHHS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives to review and copy any and all books and records maintained by CONTRACTOR and its Subcontractors related to these services at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed.

5. 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 10-NNA09 for cause or default.

### Item I. Debarment and Suspension Certification

1. By signing this agreement, CONTRACTOR agrees to comply with Federal suspension and debarment regulations found in 45 CFR Part 76. "Debarred" means excluded or disqualified from contracting with the Federal, State or local government.

2. By signing this agreement, CONTRACTOR certifies to the best of his/her knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) 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.

3. If the CONTRACTOR is unable to certify to any statements in this certification, CONTRACTOR shall submit an explanation to HSD who will then submit it to the State.

4. If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, State may terminate this Agreement for cause or default.

### Item J. Lobbying and Restrictions and Disclosure Certification

Applicable to any Federally funded grant or contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

1. Certification and Disclosure Requirements

(a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at

## EXHIBIT C

any tier, shall file a certification (in the form set forth in Exhibit C, Attachment II consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this provision.

(b) Each recipient shall file a disclosure (in the form set forth in Exhibit C - Attachment III entitled "Disclosure of Lobbying Activities – Standard Form - LLL") if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 this Federal grant.

(c) Each recipient shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

(d) 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 1 (b) of this provision herein. An event that materially affects the accuracy of the information reported includes:

- i. 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;
- ii A change in the person(s) or individuals(s) influencing or attempting to influence a covered Federal action;
- iii 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;
- iv Each person (or recipient) who requests or receives from a person referred to in Paragraph 1 (a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
- v All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1 (a) of this provision. That person shall forward all disclosure forms to California Department of Alcohol and Drug Program Contract Manager.

### 2. Prohibition

Title 31, USC, Section 1352, provides in part that no Federally appropriated funds may be expended, have been paid, or will be paid by the recipient of a Federal contract, 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, 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, grant, loan, or cooperative agreement.

## EXHIBIT C

### **Item K. Restrictions on Grantee Lobbying - Appropriations Act Section 503**

1. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.
2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

### **Item L. 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.

### **Item M. Restrictions on Salaries**

CONTRACTOR agrees that no part of any Federal funds provided under this AGREEMENT shall be used by 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 <http://www.opm.gov/oca>. SAPT Block Grant 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 SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

### **Item N. Child Support Compliance Act**

CONTRACTOR acknowledges that it:

1. Recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
2. To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### **Item O. Union Organizing**

CONTRACTOR, by signing this Agreement, hereby acknowledges the applicability of California Government Code Sections 16645 through 16649 to this Agreement.

## EXHIBIT C

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No State funds received under this Agreement will be used to assist, promote, or deter union organizing.
3. CONTRACTOR will not, for any business conducted under this MOU, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the State property is equally available to the general public for holding meetings.
4. If CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Attorney General upon request.

### Item Q. Confidentiality and Security of Information

1. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR will provide the State with information concerning such safeguards upon request.
2. CONTRACTOR and its Subcontractors that provide services covered by this Agreement shall comply with all applicable State and Federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality and security of information requirements in the following:
  - Title 42 USC Section 290 dd-2
  - Title 42, CFR Part 2
  - Title 42, CFR Part 96, Sec. 96.132(e)
  - Title 42, USC 1320d through 1320d-8
  - Title 45, CFR Parts 160, 162, and 164 - the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
  - Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2, which is specific to Medi-Cal
  - HSC Sections 11812 and 11845.5
  - HSC Sections 123110 through 123149.5 - Patient Access to Health Records
  - Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
  - Civil Code Sections 56 through 56.37 - Confidentiality of Medical Information Act
  - Civil Code Section 1798.80 through 1798.82 - Customer Records (breach of security)
  - Civil Code Section 1798.85 - Confidentiality of Social Security Numbers
3. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security and shall include them in all subcontracts.
4. CONTRACTOR shall notify the Information Security Officer, Executive Branch, of the State within twenty-four (24) hours during a work week of any suspected or actual breach of computer system security impacting persons served by the contract, if the security breach would

## EXHIBIT C

require notification under Civil Code Section 1798.82. CONTRACTOR agrees to materially assist the State in any action pertaining to such unauthorized disclosure required by applicable Federal or state laws.

### Item R. Nondiscrimination in Employment and Services

1. By signing this Contract, 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.

#### Federal Law Requirements:

- Titles VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in Federally funded programs.
- 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.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap - 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.
- Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 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.

#### State Law Requirements:

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

## EXHIBIT C

CONTRACTOR agrees to post, and further agrees to require its Subcontractors providing services under this Agreement to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended).

CONTRACTOR agrees to comply with provisions of the Rehabilitation Act of 1973.

For the purpose of this MOU, discrimination on the basis of race, color, creed, national origin, sex, age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this MOU; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

2. HSD shall, on a cycle of at least every three (3) years, assess, monitor, and document CONTRACTOR'S compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. HSD shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this MOU. CONTRACTOR shall include nondiscrimination and compliance provisions in all subcontracts providing services under this MOU. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights.

Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

3. No State or Federal funds shall be used by the CONTRACTOR or its Subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by the CONTRACTOR or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.

## EXHIBIT C

4. 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;

### **Item S. Drug-Free Workplace**

CONTRACTOR shall comply, and require that its Subcontractors providing services under this Agreement comply, with Government Code Section 8355 et seq. also known as Drug-Free Workplace Act of 1990. Every person or organization awarded a contract or a grant for the procurement of any property or services shall certify to the contracting or granting agency that it will provide a drug-free workplace in accordance with Government Code Section 8355.

### **Item T. 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). By signing this MOU, CONTRACTOR agrees that it will enforce, and will require its Subcontractors providing services under this Agreement to enforce, these requirements.

### **Item U. Smoking Prohibition Requirements**

CONTRACTOR shall comply, and require that its Subcontractors providing services under this Agreement comply, with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law, which 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 Women, Infants, and Children (WIC) coupons are redeemed.

### **Item GG. Procurement Rules**

This section is applicable to all contracts in which equipment, miscellaneous property, commodities and/or supplies are furnished by the State or expenses for said items are reimbursed with State or Federal funds.

#### **1. Equipment definitions**

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



## EXHIBIT C

(a) Major equipment: A tangible or intangible item having a base unit cost of \$5,000 or more and greater than the CONTRACTOR's or Subcontractor's capitalization level with a life expectancy of one (1) year or more and is either furnished by ADP or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition. Major equipment shall be recovered only through straight line depreciation over the class life of the property, as specified in the "Table of Class Lives and Recovery Periods" in Federal IRS Publication 946, "How to Depreciate Property," which is available from any office of the IRS.

(b) Minor equipment: A tangible item having a base unit cost of less than \$5,000 and less than the CONTRACTOR's or Subcontractor's capitalization level, with a life expectancy of one (1) year or more, and is either furnished by the State or the cost is reimbursed through this Contract. Minor equipment may be reimbursed as allowable costs in the fiscal year incurred.

(c) Miscellaneous property: A specific tangible item with a life expectancy of one (1) year or more that is either furnished by the State or the cost is reimbursed through this MOU. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

2. 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 4 through 8 of this provision. Paragraph 3 of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

3. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Contract.

(a) Equipment purchases shall not exceed \$50,000 annually.

(b) All equipment purchases are subject to Paragraphs 4 through 8 of this provision. Paragraph 2 of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(c) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

i. 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 contract in which, to the best of their knowledge, they have a financial interest.

## EXHIBIT C

- ii Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - iii Procurements shall be conducted in a manner that provides for all of the following:
    - [1 a] Avoid purchasing unnecessary or duplicate items.
    - [2a] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3a] Take positive steps to utilize small and veteran owned businesses.
4. Unless waived or otherwise stipulated in writing by the State, prior written authorization from the COUNTY Contract Administrator will be required before CONTRACTOR or Subcontractor may make a purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. CONTRACTOR shall provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from its Subcontractors and public utility services at rates established for uniform applicability to the general public.
5. In special circumstances, determined by the State (e.g., when the State has a need to monitor certain purchases, etc.), the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to request repayment for any CONTRACTOR and/or its Subcontractors purchase that the State determines to be unnecessary in carrying out performance under this agreement.
6. CONTRACTOR and/or its Subcontractors shall 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 CONTRACTOR and/or its Subcontractors at any time.
7. For all purchases, CONTRACTOR and/or its Subcontractors shall maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. All records shall be sufficient to determine the reasonableness of costs incurred by the CONTRACTOR and/or its Subcontractors and must be capable of verification by qualified auditors. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by CONTRACTOR and/or its Subcontractors for inspection or audit.
8. The State 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 2 and/or 3 of this provision by giving HSD no less than thirty (30) calendar days written notice.

## EXHIBIT C

### Item HH. Equipment Ownership /Inventory / Disposition

This section is applicable to Contracts in which equipment and/or miscellaneous property is furnished by the State and/or when said items are purchased or reimbursed with State or Federal funds. Items shall also include leased equipment, where there is an option to purchase.

1. Wherever the term equipment and/or miscellaneous property is used in this provision, the definitions in the provision for Procurement Rules, Paragraph I shall apply. All equipment and/or miscellaneous property that are purchased/reimbursed with Agreement funds or furnished by the State under the terms of this Agreement and not fully consumed in performance of this Agreement shall be considered State equipment and the property of the State.

(a) The State requires the reporting, tagging, and annual inventorying of all equipment and/or miscellaneous property that is furnished by the State or purchased/reimbursed with funds provided through this Contract. Upon receipt of equipment and/or miscellaneous property, HSD shall report the receipt to the AOD Program Contract Manager and receive State property tags.

(b) If the HSD enters into an agreement with a term of more than twelve (12) months, HSD shall submit an annual inventory of State equipment and/or miscellaneous property to the AOD Program Contract Manager. HSD shall:

- i. Include in the inventory report, equipment and/or miscellaneous property in HSD's possession and/or in the possession of its Subcontractor (including independent consultants).
- ii. Contact the AOD Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy.
- iii. When replacing equipment, the equipment to be replaced shall be used as a trade-in or the equipment shall be sold and the proceeds shall be used to offset the cost of the replacement equipment. "Replacement equipment" means equipment acquired to take the place of other equipment. To qualify as replacement equipment, the equipment shall serve the same or similar functions as the equipment replaced and must be of the same or similar nature or character, although not necessarily the same model, grade, or quality.

2. Title to State equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property now owned by the State.

3. Unless otherwise stipulated, in writing, the State shall be under no obligation to pay the cost of restoration, or rehabilitation of HSD's and/or its Subcontractors' facility, which may be affected by the removal of any State equipment and/or miscellaneous property.

4. CONTRACTOR and/or its Subcontractors providing services under this Agreement shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of State equipment and/or miscellaneous property.

## EXHIBIT C

In administering this provision, the State may require HSD, CONTRACTOR and/or its Subcontractors to repair or replace, to the State's satisfaction, any damaged, lost or stolen State equipment and/or miscellaneous property. Should a theft occur, HSD, CONTRACTOR and/or its Subcontractors shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and the Contractor shall promptly submit one copy of the theft report to the AOD Program Contract Manager.

5. Unless otherwise stipulated by the program funding this MOU, equipment and/or miscellaneous property purchased/reimbursed with funds or furnished by the State under the terms of this MOU, shall only be used for performance of this Agreement or another State Contract.

6. Within sixty (60) calendar days prior to the termination or end of this agreement, CONTRACTOR shall provide a final inventory report of equipment and/or miscellaneous property to the COUNTY Contract Administrator and shall, at that time, query the State as to the requirements, including the manner and method, of returning State equipment and/or miscellaneous property to the State. Final disposition of equipment and/or miscellaneous property shall be at the State expense and according to the State instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by the State immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, the State may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different State agreement.

7. Motor Vehicles (section does not apply to this Agreement)

### 8. Automobile Liability Insurance

(a) CONTRACTOR, by signing this MOU, 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 or has a program of adequate self-insurance. Said insurance shall be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement to the CONTRACTOR and/or its Subcontractors.

(b) CONTRACTOR shall maintain a copy of the certificate of insurance or a letter of self-insurance which must be made available to the State upon request. Subcontractors shall maintain a copy of the certificate of insurance which shall be made available to the State upon request.

(c) CONTRACTOR agrees that bodily injury and property damage liability insurance or a program of self-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 the State. Subcontractors 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 the State.

## EXHIBIT C

(d) CONTRACTOR and/or its Subcontractors agree to provide, at least thirty (30 days) prior to the expiration date of said insurance coverage, a copy of a new certificate or 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) CONTRACTOR and/or its Subcontractors, if not a self-insured government and/or public entity, shall provide evidence that any required certificates of insurance contain the following provisions:

- i. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
- ii The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
- iii The insurance carrier shall notify the State of California Department of Alcohol and Drug Programs, 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 the Contract number for which the insurance was obtained.

(f) CONTRACTOR and/or its Subcontractors are 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. HSD shall be notified by the State, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, CONTRACTOR agrees that no work or services involving the motor vehicle shall be performed prior to obtaining said approval.

(g) In the event CONTRACTOR and/or its Subcontractors fail to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

### Item II. 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 HSD or CONTRACTOR, HSD shall provide and shall require its 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.

## EXHIBIT C

### **Item LL. Domestic Partners Act**

Pursuant to Public Contract Code 10295.3, no State agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

### **Item MM. Nondiscrimination and Institutional Safeguards for Religious Providers**

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1 B).

### **Item OO. Counselor Certification**

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an ADP licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

### **Item PP. Limited English Proficiency**

To ensure equal access to quality care by diverse populations, every treatment provider receiving funds from this contract shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
3. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.

## EXHIBIT C

9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

10. Implement the Limited English Proficiency (LEP) Policy Guidance for recipients of funds from the Federal Health and Human Services Agency at: <http://www.usdoj.gov/crt/cor/lep/hhsrevisedlepguidance.html>. Additional information and resources for serving persons with LEP can be accessed at <http://www.lep.gov/>.

### Item QQ. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo ADD treatment (42 USC 300x-23(b) of PHS Act).

### Item RR. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

### Item SS. Trafficking Victims Protection Act of 2000

CONTRACTOR and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For full text of the award term, go to: <http://www.samhsa.gov/grants/trafficking.aspx>.

**Fiscal Year 2010-11  
thru  
Fiscal Year 2012-13  
Multi-Year**

**Negotiated Net Amount  
County  
Contract Boilerplate**

**PRELIMINARY  
EFFECTIVE 7-1-10**



**Negotiated Net Amount**  
**County Contract Boilerplate**  
**Fiscal Year 2010-11 through FY 2012-13**  
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**Exhibit B – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

**GENERAL TERMS AND CONDITIONS**

**A. Contract Exhibits**

This Contract between the Department of Alcohol and Drug Programs (State) and the county named in the Standard Agreement attached hereto (Contractor) consists of the Standard Agreement; Exhibit A1, listing of ADP allocated funding sources; Exhibit B, entitled "General Terms and Conditions," which contains Contract provisions applicable to all of the Contractors; Exhibit C, which defines the rights and obligations of the parties regarding Negotiated Net Amount (NNA) funds; and Exhibit D (if applicable), which defines the rights and obligations of the parties regarding Medicaid/Medi-Cal funds, as expended through the Drug Medi-Cal (DMC) Program.

**B. Contract Term**

The term of this Contract shall be from July 1, 2010, through June 30, 2013. Except as provided in Exhibit C, Article III, Sections H and I, the expenditure period for the funds available hereunder shall be as stated on Exhibit A1. State is under no obligation to extend or renew this Contract.

**C. Nullification of Exhibit D (if applicable).**

The parties agree that if the Contractor fails to comply with the provisions of Health and Safety Code (hereinafter referred to as HSC) Section 11758.46, Exhibit D shall be null and void and severed from the remainder of this Contract.

In the event Exhibit D becomes null and void, an updated Exhibit A1 will take effect reflecting the removal of DMC State General Fund (SGF), DMC Perinatal State General Fund (PSGF), and federal Medicaid funds from this Contract. Exhibit C of this Contract will remain in effect until amended or terminated.

**D. Unenforceable Provisions**

In the event any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the holding will not invalidate or render unenforceable any other provision hereof.

**E. Use of State Funds**

1. Contractor may not use SGF DMC funds allocated pursuant to Exhibit D to pay for any non-DMC services. Contractor may not transfer SGF DMC funds allocated pursuant to Exhibit D to SGF discretionary funds allocated pursuant to Exhibit C.

**Exhibit B – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

2. SGF provided by the California Department of Corrections and Rehabilitation (CDCR) through an interagency agreement shall be subject to specific expenditure requirements as stated in the "Services to California Department of Corrections and Rehabilitation Parolee Services Network," as identified in Document 1D(a) of Exhibit C, which is incorporated by this reference.

**F. Contract Amendments**

1. Both the Contractor and the State may agree to amend or renegotiate the Contract.
2. Contract amendments will be required to change encumbered amounts for each year of a multi-year contract period, of which the first amendment will be based on the Governor's Budget Act allocation of that specific fiscal year. The signed contract from the Contractor will be due to the Department of Alcohol and Drug Programs within 90 days from the Department's issuance to the County. If the signed Contract from the Contractor is not received within 90 days from the Department's issuance to the County, the State may withhold all NNA payments under Exhibit C of this Contract until the required amendment is received by the State.
3. Contract amendments may be requested by the Contractor until May 1 of each of the contract's fiscal years. An amendment proposed by either party shall be forwarded in writing to the other party.
  - (a) The proposed amendment submitted by Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.
  - (b) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
4. No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
5. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if the State does not receive a fully executable contract amendment on or before June 30.

**Exhibit B – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

G. Termination

1. This Contract may be terminated by either party by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination. The notice shall state the effective date of and reason for the termination. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
2. State may terminate this Contract immediately for cause. The term "for cause" means that the Contractor failed to meet the terms, conditions, and/or responsibilities of the Contract. State shall provide the Contractor with written notice of the termination, including the effective date and reason for the termination. The termination of the Contract shall be effective as of the date indicated in the written notice.
3. The following additional provisions regarding termination apply only to Exhibit D of this Contract:
  - (a) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), the California Department of Health Care Services (hereinafter referred to as DHCS), or State determines Contractor does not meet the requirements for participation in the DMC Program, State will terminate payments for services provided pursuant to Exhibit D of this Contract for cause.
  - (b) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

Contractor will remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.
  - (c) In the event Exhibit D of this Contract is nullified, Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.

**Exhibit B – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

4. In the event this Contract is terminated, Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.

**H. Audit**

1. In addition to the audit requirements in Exhibits C and D, this Contract, and any Subcontracts, shall be subject to the examination and audit by the California Bureau of State Audits for a period of three years from the date that final payment is made pursuant to the Contract (Government Code, Section 10527).
2. Contractor agrees that the State, the Comptroller General of the United States, and any authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this Contract. Contractor agrees to provide the State with any and all relevant information requested.
3. All expenditures of state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003). Objectives of such audits may include, but not be limited to, the following:
  - (a) To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  - (b) To validate data reported by the Contractor for prospective contract negotiations;
  - (c) 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;
  - (d) To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
  - (e) To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements; and/or,

**Exhibit B – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

- (f) 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 Contract objectives of Exhibit C or Exhibit D.
- 4. Contractor shall comply, and shall require that its Subcontractors comply, with all terms and conditions of this Contract and all pertinent state and federal statutes and regulations. Contractor and its Subcontractors shall permit the State, DHCS, DHHS, Comptroller General of the United States, or other authorized state or federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract. Contractor shall allow the State, DHCS, DHHS, the Comptroller General of the United States, and other authorized state or federal agencies and representatives to review and copy any and all books and records maintained by the Contractor and its Subcontractors related to these services at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed.
- 5. 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 Contract and will be sufficient basis to terminate the Contract for cause or default.
- I. Debarment and Suspension Certification
  - 1. By signing this agreement, Contractor agrees to comply with federal suspension and debarment regulations found in 45 CFR Part 76. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.
  - 2. By signing this agreement, Contractor certifies to the best of his or her knowledge and belief, that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
    - (b) 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.



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3. If the Contractor is unable to certify to any statements in this certification, Contractor shall submit an explanation to the State.
4. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, State may terminate this contract for cause or default.

**J. Lobbying and Restrictions and Disclosure Certification**

Applicable to any federally funded grant or contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

**1. Certification and Disclosure Requirements**

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Exhibit C, Document 1W, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this provision.
- (b) Each recipient shall file a disclosure (in the form set forth in Exhibit C, Document 1X, entitled "Disclosure of Lobbying Activities - Standard Form – LLL") if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 this federal grant.
- (c) Each recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) 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 1(b) of this provision herein. An event that materially affects the accuracy of the information reported includes:

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- i 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;
- ii A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action;
- iii 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;
- iv Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
- v All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosure forms to AOD program contract manager.

2. Prohibition

Title 31, USC, Section 1352, provides in part that no Federally appropriated funds may be expended, have been paid, or will be paid by the recipient of a federal contract, 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, 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, grant, loan, or cooperative agreement.

K. Restrictions on Grantee Lobbying – Appropriations Act Section 503

- 1. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

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2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

L. 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.

M. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract 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 <http://www.opm.gov/oca>. SAPT Block Grant 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 SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

N. Child Support Compliance Act

Contractor acknowledges that it:

1. Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
2. To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. Union Organizing

Contractor, by signing this Agreement, hereby acknowledges the applicability of California Government Code Sections 16645 through 16649 to this Contract.

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1. Contractor will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote, or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the Contractor shall provide those records to the Attorney General upon request.

**P. Primary Prevention**

The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse". (45 CFR 96.121) Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities.

The Contractor shall expend not less than its allocated amount of the Substance Abuse Prevention and Treatment (SAPT) Block Grant on primary prevention as described in the SAPT Block Grant requirements. (45 CFR 96.125) Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.

This contract and any subcontract shall meet data reporting requirements for capacity, process and outcome as required by federal grant requirements. In addition to the six Center for Substance Abuse Prevention (CSAP) strategies of Information Dissemination, Education, Alternative, Problem Identification and Referral, Community-Based Process, and Environmental, the data for the Institute of Medicine prevention categories of Universal, Selective and Indicated must be reported.

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Use of the Strategic Prevention Framework (SPF) is mandatory for all counties, which became effective FY 2007-2008 and SPF-required data must be submitted via CalOMS Prevention as evidence of engagement and use of the practices. Adherence to the SPF by subcontractors is at the discretion of the subcontracting county.

**Q. Confidentiality and Security of Information**

1. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. Contractor will provide the State with information concerning such safeguards upon request.
2. Contractor and its Subcontractors that provide services covered by this Contract shall comply with all applicable state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality and security of information requirements in the following:
  - Title 42 USC Section 290 dd-2
  - Title 42, CFR Part 2
  - Title 42, CFR Part 96, Sec. 96.132(e)
  - Title 42, USC 1320d through 1320d-8
  - Title 45, CFR Parts 160, 162, and 164 - the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
  - Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2, which is specific to Medi-Cal
  - HSC Sections 11812 and 11845.5
  - HSC Sections 123110 through 123149.5 – Patient Access to Health Records
  - Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
  - Civil Code Sections 56 through 56.37 – Confidentiality of Medical Information Act
  - Civil Code Section 1798.80 through 1798.82 – Customer Records (breach of security)
  - Civil Code Section 1798.85 – Confidentiality of Social Security Numbers
3. Contractor shall monitor compliance with the above provisions on confidentiality and security and shall include them in all subcontracts.

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4. Contractor shall notify the Information Security Officer, Executive Branch, of the State within twenty-four (24) hours during a work week of any suspected or actual breach of computer system security impacting persons served by the contract, if the security breach would require notification under Civil Code Section 1798.82. Contractor agrees to materially assist the State in any action pertaining to such unauthorized disclosure required by applicable Federal or state laws.

**R. Nondiscrimination in Employment and Services**

1. By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

**Federal Law Requirements:**

- Titles VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 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.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap
- 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
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
- 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

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**State Law Requirements:**

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135
- Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800

Contractor agrees to post, and further agrees to require its Subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended). Contractor agrees to comply with provisions of the Rehabilitation Act of 1973.

For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

2. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract. Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which

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service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

3. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
4. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

**S. Drug-Free Workplace**

Contractor shall comply, and require that its Subcontractors comply, with Government Code Section 8355 et seq. also known as Drug-Free Workplace Act of 1990. Every person or organization awarded a contract or a grant for the procurement of any property or services shall certify to the contracting or granting agency that it will provide a drug-free workplace in accordance with Government Code Section 8355.

**T. 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). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

**U. Smoking Prohibition Requirements**

Contractor shall comply, and require that its Subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law, which 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



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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 Women, Infants, and Children (WIC) coupons are redeemed.

**V. Adherence to Computer Software Copyright Laws**

Contractor certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).

**W. Noncompliance with Reporting Requirements**

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit C, Document 1F, "Reporting Requirement Matrix - County Submission Requirements for the Department of Alcohol and Drug Programs."

**X. Conflict of Interest**

Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

**Y. Disputes**

Contractor shall continue to carry out its responsibilities under this Contract during any disputes.

**Z. Assignment**

This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written agreement.

**AA. Indemnification**

Contractor agrees to indemnify, defend and save harmless the Department and the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract

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and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

**BB. Independent Contractor**

Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of State.

**CC. Timeliness**

Time is of the essence in this Contract.

**DD. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Contract 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).

**EE. Restriction on Distribution of Sterile Needles**

No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**FF. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

All DMC claims shall be submitted in electronic HIPAA compliant format (837P) and shall be submitted through the Department of Mental Health's Information Technology Web Service (ITWS) system. All DMC adjudicated claim information must be retrieved by the Contractor via an 835 format (Health Care Claim Payment/Advice) from ITWS. All DMC claim status inquiries must be processed through the 276 (Request for Claim Status).

The Department will return all non-HIPAA compliant DMC claims to the submitter. Returned claims will not be processed until submitted in the HIPAA compliant format; therefore, reimbursement will not be issued.

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Document 3K which is referenced in Exhibit C, ADP and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Document 3K for additional information.

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The Short-Doyle Medi-Cal system has been replaced a HIPAA compliant system. All new requirements for submitting DMC claims and obtaining adjudicated DMC claim information must be met through the replaced SDMC system. Documentation will be issued of all new requirements.

1. **Trading Partner Requirements**
  - (a) **No Changes.** Contractor 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))
  - (b) **No additions.** Contractor 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))
  - (c) **No Unauthorized Uses.** Contractor 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))
  - (d) **No Changes to Meaning or Intent.** Contractor 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.** Contractor agrees and understands that there exists the possibility that ADP or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.
3. **Adequate Testing.** Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor 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.** Contractor agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly

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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.

**GG. Procurement Rules**

This section is applicable to all Contracts in which equipment, miscellaneous property, commodities and/or supplies are furnished by the State or expenses for said items are reimbursed with state or federal funds.

**1. Equipment definitions**

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

- (a) Major equipment: A tangible or intangible item having a base unit cost of \$5,000 or more and greater than the Contractor's or Subcontractor's capitalization level with a life expectancy of one (1) year or more and is either furnished by ADP or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition. Major equipment shall be recovered only through straight line depreciation over the class life of the property, as specified in the "Table of Class Lives and Recovery Periods" in federal IRS Publication 946, "How to Depreciate Property," which is available from any office of the IRS.
- (b) Minor equipment: A tangible item having a base unit cost of less than \$5,000 and less than the Contractor's or Subcontractor's capitalization level, with a life expectancy of one (1) year or more, and is either furnished by the State or the cost is reimbursed through this Contract.

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Minor equipment may be reimbursed as allowable costs in the fiscal year incurred.

- (c) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by the State or the cost is reimbursed through this Contract. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.
- 2. **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 Contract. Said procurements are subject to Paragraphs 4 through 8 of this provision. Paragraph 3 of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- 3. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Contract.
  - (a) **Equipment purchases shall not exceed \$50,000 annually.**
  - (b) **All equipment purchases are subject to Paragraphs 4 through 8 of this provision. Paragraph 2 of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.**
  - (c) **Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:**
    - i **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 contract in which, to the best of their knowledge, they have a financial interest.**
    - ii **Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.**
    - iii **Procurements shall be conducted in a manner that provides for all of the following:**

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- [1a] Avoid purchasing unnecessary or duplicate items.
  - [2a] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3a] Take positive steps to utilize small and veteran owned businesses.
4. Unless waived or otherwise stipulated in writing by the State, prior written authorization from the appropriate AOD program contract manager will be required before the Contractor or Subcontractor may make a purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. Contractor shall provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from its Subcontractors and public utility services at rates established for uniform applicability to the general public.
  5. In special circumstances, determined by the State (e.g., when the State has a need to monitor certain purchases, etc.), the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to request repayment for any Contractor and/or its Subcontractors purchase that the State determines to be unnecessary in carrying out performance under this agreement.
  6. Contractor and/or its Subcontractors shall 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 its Subcontractors at any time.
  7. For all purchases, Contractor and/or its Subcontractors shall maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. All records shall be sufficient to determine the reasonableness of costs incurred by the Contractor and/or its Subcontractors and must be capable of verification by qualified auditors. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or its Subcontractors for inspection or audit.

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8. The State 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 2 and/or 3 of this provision by giving the Contractor no less than thirty (30) calendar days written notice.

**HH. Equipment Ownership / Inventory / Disposition**

This section is applicable to Contracts in which equipment and/or miscellaneous property is furnished by the State and/or when said items are purchased or reimbursed with state or federal funds. Items shall also include leased equipment, where there is an option to purchase.

1. Wherever the term equipment and/or miscellaneous property is used in this provision, the definitions in the provision for Procurement Rules, Paragraph 1 shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with Contract funds or furnished by the State under the terms of this agreement and not fully consumed in performance of this Contract shall be considered State equipment and the property of the State.

- (a) The State requires the reporting, tagging, and annual inventorying of all equipment and/or miscellaneous property that is furnished by the State or purchased/reimbursed with funds provided through this Contract.

Upon receipt of equipment and/or miscellaneous property, Contractor shall report the receipt to the AOD program contract manager and receive State property tags.

- (b) If the Contractor enters into an agreement with a term of more than twelve months, Contractor shall submit an annual inventory of State equipment and/or miscellaneous property to the AOD program contract manager. Contractor shall:
  - i Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of its Subcontractor (including independent consultants).
  - ii Contact the AOD program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy.

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- iii When replacing equipment, the equipment to be replaced shall be used as a trade-in or the equipment shall be sold and the proceeds shall be used to offset the cost of the replacement equipment. "Replacement equipment" means equipment acquired to take the place of other equipment. To qualify as replacement equipment, the equipment shall serve the same or similar functions as the equipment replaced and must be of the same or similar nature or character, although not necessarily the same model, grade, or quality.
- 2. Title to State equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property now owned by the State.
- 3. Unless otherwise stipulated, in writing, the State shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractors and/or its Subcontractors' facility, which may be affected by the removal of any State equipment and/or miscellaneous property.
- 4. Contractor and/or its Subcontractors shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of State equipment and/or miscellaneous property.

In administering this provision, the State may require the Contractor and/or its Subcontractors to repair or replace, to the State's satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. Should a theft occur, Contractor and/or its Subcontractors shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and the Contractor shall promptly submit one copy of the theft report to the AOD program contract manager.

- 5. Unless otherwise stipulated by the program funding this Contract, equipment and/or miscellaneous property purchased/reimbursed with Contract funds or furnished by the State under the terms of this Contract, shall only be used for performance of this Contract or another State Contract.
- 6. Within sixty (60) calendar days prior to the termination or end of this agreement, Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the AOD program contract manager and shall, at that time, query the State as to the requirements, including the manner and method, of returning State equipment and/or miscellaneous property to the State. Final disposition of equipment and/or miscellaneous property shall be at the State expense and according to the State instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by the State immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, the



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State may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different State agreement.

**7. Motor Vehicles**

This section is applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by the State under this agreement.

- (a) If motor vehicles are purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, Contractor and/or its Subcontractors shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
- (b) If motor vehicles are purchased/reimbursed with agreement funds or furnished by the State 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. Contractor and/or its Subcontractors may only use said vehicles for performance and under the terms of this agreement.
- (c) Contractor and/or its Subcontractors agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by ADP 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 B driver's license.
- (d) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement, Contractor and/or its Subcontractors, 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 period of contract extension during which any vehicle remains in the Contractor's and/or its Subcontractor's possession.

**8. Automobile Liability Insurance**

- (a) Contractor, by signing this Contract, 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 or has a program of adequate self-insurance. Said insurance shall be obtained and made effective upon the delivery date

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of any motor vehicle, purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement to the Contractor and/or its Subcontractors.

- (b) Contractor shall maintain a copy of the certificate of insurance or a letter of self-insurance which must be made available to the State upon request. Subcontractors shall maintain a copy of the certificate of insurance which shall be made available to the State upon request.
- (c) Contractor agrees that bodily injury and property damage liability insurance or a program of self-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 the State. Subcontractors 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 the State.
- (d) Contractor and/or its Subcontractors agree to provide, at least thirty (30 days) prior to the expiration date of said insurance coverage, a copy of a new certificate or 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) Contractor and/or its Subcontractors, if not a self-insured government and/or public entity, shall provide evidence, that any required certificates of insurance contain the following provisions:
  - i The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
  - ii The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - iii The insurance carrier shall notify the State of California Department of Alcohol and Drug Programs, 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 the Contract number for which the insurance was obtained.

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- (f) Contractor and/or its Subcontractors are 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 the State, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, Contractor agrees that no work or services involving the motor vehicle shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or its Subcontractors fail to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

**II. 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 its Subcontractors, the Contractor shall provide and shall require its 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.

**JJ. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS Tx) and for Prevention (CalOMS Pv).**

**1. The Contractor shall:**

- (a) Conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the State prior to submitting CalOMS Tx data. If contractor changes or modifies the CalOMS Tx IT system, then contractor shall re-test and pass state certification prior to submitting data from new or modified system. Contractor must comply with ADP compliance requirements for data content, data quality, data completeness, reporting frequency, reporting deadlines, and report method.

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- (b) Participate in CalOMS informational meetings, training, and readiness meetings for both CalOMS Tx and CalOMS Pv.
  - (c) Implement and maintain a system for collecting and electronically submitting data for CalOMS Tx.
  - (d) Meet the requirements in the Privacy, Confidentiality and Information Security Provisions as outlined in Document 3K (as identified in Exhibit C).
2. The following business rules for the electronic submission of CalOMS Tx and CalOMS Pv data are:
- (a) Prevention service/activity data is to be reported via CalOMS Pv by all funded primary prevention providers. Services are to be reported by the date of occurrence on a weekly basis. No more than one week's data shall be aggregated into one reported service.
  - (b) All CalOMS Pv service/activity data shall be reviewed by each county and released to the State no later than the end of the first month following the close of each quarter. The reporting quarters are: July through September, October through December, January through March, and April through June.
  - (c) Reporting progress on prevention goals and objectives via the Evaluation Module within CalOMS Pv shall be done on an annual basis. This information is due no later than August 31 of each fiscal year.
  - (d) Electronic submission of CalOMS Tx data is due 45 days from the end of the last day of the report month.
  - (e) If the Contractor cannot submit CalOMS Pv data by the established due dates, the Contractor shall submit a written request for an extension. The written request shall be approved by the State prior to the established due date.

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- (f) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS Tx and/or CalOMS Pv data, and/or to meet other CalOMS Tx and CalOMS Pv data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before NNA payments are withheld.
- (g) If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
- (h) Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding NNA funds.
- (i) If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

**KK. Drug and Treatment Access Report (DATAR)**

- 1. The Contractor shall:
  - (a) Be responsible for ensuring that all treatment providers with whom Contractor makes a contract or otherwise pays for the services, and who are required to report CalOMS Treatment client data, submit a monthly DATAR report in an electronic copy format as provided by the State.
  - (b) Ensure that all DATAR reports are submitted to the State by the 10<sup>th</sup> of the month following the report activity month.
  - (c) Ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the ADP website.
  - (d) In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

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- (e) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before NNA payments are withheld.
- (f) If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

**2. Noncompliance Provision**

The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

**LL. Domestic Partners Act**

Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

**MM. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

**NN. Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless

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the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**OO. Counselor Certification**

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an ADP licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

**PP. Limited English Proficiency**

To ensure equal access to quality care by diverse populations, every treatment provider receiving funds from this contract shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
3. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of

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interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.

9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.
10. Implement the Limited English Proficiency (LEP) Policy Guidance for recipients of funds from the federal Health and Human Services Agency at <http://www.usdoj.gov/crt/cor/lep/hhsrevisedlepguidance.html>. Additional information and resources for serving persons with LEP can be accessed at <http://www.lep.gov/>.

**QQ. Intravenous Drug Use (IVDU) Treatment**

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23(b) of PHS Act).

**RR. Tuberculosis Treatment**

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**SS. Trafficking Victims Protection Act of 2000**

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For full text of the award term, go to: <http://www.samhsa.gov/grants/trafficking.aspx>

**TT. Subcontract Provisions**

Contractor shall include all the foregoing provisions in all of its subcontracts.



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**UU. Participation of County Alcohol and Drug Program Administrators Association of California (CADPAAC) Members**

Pursuant to HSC Section 11801(k), the alcohol and drug program administrator shall participate and represent the county in meetings of the CADPAAC for the purposes of representing the counties in their relationship with the state with respect to policies, standards, and administration for alcohol and other drug abuse services.

Pursuant to HSC Section 11811.6(b), the county alcohol and drug program administrator shall attend any special meetings called by the Director of ADP.

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**NEGOTIATED NET AMOUNT**

**ARTICLE I. FORMATION AND PURPOSE**

**A. Authority**

State and the Contractor enter into Exhibit C by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit C. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

**B. Control Requirements**

1. Performance under the terms of Exhibit C is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5, commencing with Section 11760;
- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) 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;
- (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003;
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.34;
- (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of

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Justice, Controlled Substances; and,

- (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidance and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of Exhibit C are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the Substance Abuse Prevention and Treatment (SAPT) Block Grant funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
4. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state government that affect the provisions, terms, or funding of this Contract in any manner.
5. Documents 1C, 1D(a), and 1D(b), incorporated by this reference, contain additional requirements that shall be adhered to by those Contractors that receive the types of funds specified by each document. These exhibits and documents are:
  - (a) Exhibit A1;
  - (b) Document 1C, Driving-Under-the-Influence Program Requirements;
  - (c) Document 1D(a), Services to California Department of Corrections and Rehabilitation (CDCR) - Parolee Services Network (PSN); and,
  - (d) Document 1D(b), SAPT Female Offender Treatment Project (FOTP).
6. Contractor shall comply with the requirements contained in Document 1F, incorporated by this reference, "Reporting Requirement Matrix" – County Submission Requirements for the Department of Alcohol and Drug Programs."
7. Contractor shall comply with the requirements for perinatal programs funded under Exhibit C contained in Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines 2009" until such time new Perinatal Services Network Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

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8. In accordance with the Fiscal Year 2009-10 State Budget Act, contractors that receive Women and Children's Residential Treatment Perinatal State General funds shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at [http://www.samhsa.gov/Grants/2008/ti\\_08\\_009.doc](http://www.samhsa.gov/Grants/2008/ti_08_009.doc).
9. Contractor should follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under Exhibit C, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

**C. Contract Negotiation**

Contract negotiations may be conducted between the Contractor and the State through their authorized representative(s) each year of the multi-year contract period. Negotiations may be conducted at ADP, 1700 K Street, Sacramento, California, 95811 once during the multi-year contract period. In the alternative, negotiations may be conducted by correspondence.

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ARTICLE II. DEFINITIONS

- A. The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq. The following definitions shall apply to Exhibit C:
1. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
  2. **"Contractor"** means (a) the county identified in the Standard Agreement or (b) the department authorized by the County Board of Supervisors to administer alcohol and drug programs.
  3. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal (DMC) drug and alcohol services to persons eligible for Contractor services.
  4. **"Encumbered Amount"** means the amount reflected on the Standard Agreement of this Contract and supported by Exhibit A1 as the Negotiated Net Amount (NNA).
  5. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by State for the current fiscal year.
  6. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
  7. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
  8. **"Modality"** means those necessary overall general service activities to provide alcohol and/or drug prevention or treatment that conform to the services described in Division 10.5 of the HSC.
  9. **"Negotiated Net Amount"** means the contracted amount of funds for services agreed to by the State and the Contractor, less funds budgeted for DMC. The net amount reflects only those funds allocated to the Contractor by the State and the required county match for State General Funds (SGF). The NNA does not include other revenue budgeted by the Contractor such as client fees or revenue in excess of the required match for SGF. The cost

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per unit for the dedicated capacity to be provided for each service modality identified in the Contract will be based on the net amount of the contract.

10. **"Performance"** means providing the dedicated capacity in accordance with Exhibit A1 and abiding by the terms of Exhibits B and C of this Contract, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of alcohol and drug services hereunder.
11. **"Preliminary Settlement"** means the settlement of only SAPT and SGF discretionary funding.
12. **"Revenue"** means Contractor's income from sources other than the State allocation and the required county match.
13. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions," and Document 1H(b), "Program Code Listing."
14. **"State"** means the California Department of Alcohol and Drug Programs.
15. **"Unit of Service"** means the type of unit used to quantify the service modalities/elements in the dedicated capacity reports. The units of services are listed below:

Support Services	staff hours
Primary Prevention Services	N/A
Secondary Prevention Services	staff hours
Nonresidential Services (Outpatient and Aftercare)	staff hours
Intensive Outpatient Services (Day Care Rehabilitative)	visit days
Residential Treatment Services	bed days
Narcotic Treatment Program	
Inpatient Detoxification	bed days
Outpatient Detoxification	slot days
Narcotic Replacement Therapy Methadone	slot days
Ancillary Services	staff hours
Driving Under-the-Influence	persons served

16. **"Utilization"** means the total actual units of service used by clients and participants.

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**ARTICLE III. FISCAL PROVISIONS**

**A. Funding Authorization**

1. Exhibit C is valid and enforceable subject to sufficient funds being made available to the State by the United States Government and subject to authorization and appropriation of sufficient funds pursuant to the State's Budget Act.
2. In the event the United States Government and/or the State Government do not authorize and appropriate sufficient funds for the State to allocate amounts pursuant to the Payment Provisions of Exhibit C, it is mutually agreed that the Contract shall be amended to reflect any reduction in the Payment Provisions and the Performance Provisions.
3. Contractor shall bear the financial risk in providing any alcohol and/or drug services covered by this Exhibit C.

**B. Payment Provisions**

1. For each fiscal year, the total amount payable by the State to the Contractor under Exhibit C shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit C are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the NNA, whichever is less. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for NNA services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.
2. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit B, Section F(4)(a). To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
3. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the amount encumbered for the NNA portion of the approved contract (Exhibit C) or the most recent allocation based on the Budget Act Allocation, whichever is less.

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However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR), State may adjust monthly payments of encumbered federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit A1.

Final allocations will reflect any increases or reductions in the appropriations as reflected in the Budget Act Allocation and any subsequent allocation revisions. To the extent that any amendment encumbers an amount that is less than the Budget Act Allocation, the monthly disbursements will reflect the lesser amount.

5. State may withhold monthly payments if the Contractor fails to timely submit reports and data required by the State, including but not limited to, reports required pursuant to Exhibit C, Article V. Upon the State's receipt of the complete and accurate reports, or data, Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports or data.

State may withhold monthly payments if the Contractor fails to submit the contract amendment, within 90 days from issuance from the State to the Contractor.

6. Adjustments may be made to the total NNA of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit C.

**C. Accrual of Interest**

Any interest accrued from State-allocated SGF and retained by the Contractor must be used for the same purpose as the State-allocated SGF from which the interest was accrued.

**D. Additional Audit Requirements**

1. Pursuant to OMB Circular A-133, Contractor shall require and ensure that, effective January 1, 2004, its non-profit Subcontractors expending \$500,000 or more in federal funds in a fiscal year, have a single or program-specific audit performed with respect to the funds covered by Exhibit C.



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- (a) The audit shall be performed in accordance with OMB Circular A-133 (Revised June 2003), entitled "Audits of States, Local Governments, and Non-Profit Organizations." OMB Circulars can be obtained from the Office of Management and Budget, Washington, D.C. 20503, or [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html).
  - (b) The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 2007 Revision, issued by the Comptroller General of the United States. The Government Auditing Standards can be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, or [www.gao.gov](http://www.gao.gov).
  - (c) A copy of the audit performed in accordance with OMB Circular A-133 (Revised June 2003) shall be submitted to the State within 30 days of completion, but no later than nine months following the end of the Subcontractor's fiscal year.
  - (d) The cost of the audit made in accordance with the provisions of the most recent version of OMB Circular A-133 can be charged to applicable federal awards. Where apportionment of the audit cost is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the award represents of the Subcontractor's total revenue.
  - (e) The work papers and the audit reports shall be retained for a minimum of three years from the date of the audit reports, and longer if the independent auditor is notified in writing by the State to extend the retention period.
  - (f) Audit work papers shall be made available upon request to the State, and copies shall be made as is reasonable and necessary.
  - (g) Contractor, in coordination with the State, shall ensure that its Subcontractor's follow-up and take all necessary corrective action on any audit findings in the single or program-specific audit report.
2. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting required single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
- (a) Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - (b) Withholding or disallowing overhead costs;

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

- (c) Suspending federal awards until the audit is conducted; or,
- (d) Terminating the federal award.

**E. Contractor Monitoring Requirements**

1. Pursuant to OMB Circular A-133 §\_\_\_\_.400(d)(3), Contractor shall monitor the activities of all its non-profit Subcontractors to ensure that:
  - Subcontractors are complying with program requirements and achieving performance goals.
  - Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.

Contractor can use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and reviews of documentation supporting requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.

The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontractors at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontractors are monitored.

- (a) Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountant's generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principles; (iii) eligibility; (iv) matching, level of effort and earmarking; and (v) reporting.
  - (b) On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The findings and the corrective action will require follow-up by the Contractor.
2. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments, and corrective action as a result of its findings in any areas.
  3. Contractor shall be responsible for any disallowance taken by the Federal

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

Government, the State, or the Bureau of State Audits, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within one year from the date of the plan.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit C, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "NNA Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an audit appeal via the Contractor.

Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.

**F. Revenue Collection**

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

**G. County Match Requirements**

Contractor shall comply with the following requirements pursuant to HSC, Sections 11840 and 11840.1:

1. Counties with populations over 100,000:
  - (a) Non-DMC SGF allocations shall be funded on the basis of 90 percent SGF and 10 percent county funds, except local hospital inpatient costs to the extent there are allocations made for local hospital inpatient costs, which shall be funded on a basis of 85 percent SGF and 15 percent county funds; and,
  - (b) State Hospital programs shall be funded on the basis of 85 percent SGF and 15 percent County funds.
2. Perinatal Services Network counties with populations over 100,000:

Perinatal Services Network programs shall be funded on the basis of 90 percent Perinatal State General Fund (PSGF) and 10 percent county funds. The 10 percent county funds match to PSGF funds must be used for perinatal-related activities. The 10 percent county match requirement does not apply to the Women and Children's Residential Treatment Services funds.
3. Counties with populations under 100,000:

Non-DMC SGF, non-DMC PSGF, and Women and Children's Residential Treatment SGF allocations do not require a county fund match, with the exception of State Hospital programs, which shall be funded on the basis of 90 percent SGF and 10 percent county funds to the extent that allocations of SGF are made available for such programs.

**H. Cost Efficiencies**

1. It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the NNA allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit C shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

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2. Pursuant to HSC, Sections 11758.12 (e), unexpended discretionary SGF provided through this Contract shall be treated as follows:
  - (a) Contractor shall include any non-DMC SGF, non-DMC PSGF, and Women and Children’s Residential Treatment SGF funds redirected from the current fiscal year to the next fiscal year plus any accrued interest, (see Article III, Section C) on the identified lines on the subsequent fiscal year cost report.
  - (b) Unspent non-DMC SGF, non-DMC PSGF, and Women and Children’s Residential Treatment SGF funds may be retained by the Contractor, less:
    - i Amounts reimbursable to the CDCR pursuant to Document 1D(a);
    - ii Amounts deemed necessary by the Contractor to fund allowable DMC costs that exceed DMC maximum rates.
  - (c) Retained non-DMC SGF, non-DMC PSGF, and Women and Children’s Residential Treatment SGF funds shall only be spent on identified drug and alcohol service priorities in accordance with this Contract and shall be included on the identified lines on the subsequent fiscal year cost report.

**I. Expenditure of SAPT Block Grant Funds**

1. SAPT Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.
  - (a) For SFY 2009-10, the expenditure period of the FFY 2009 award is October 1, 2008, through June 30, 2010.
  - (b) For SFY 2010-11, the expenditure period of the FFY 2010 award is October 1, 2009, through June 30, 2011.
  - (c) For SFY 2011-12, the expenditure period of the FFY 2011 award is October 1, 2010 through June 30, 2012.
2. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

3. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.
4. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children, and HIV early intervention services. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3.
5. Contractors and Subcontractors receiving Substance Abuse Treatment Trust Fund (SATTF) funds shall comply with the financial management standards Contained in Title 9, CCR, Sections 9535(c), (d), (e), and (f).

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

**ARTICLE IV. PERFORMANCE PROVISIONS**

**A. Monitoring**

1. Contractor's performance under Exhibit C shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - (a) Whether the quantity of work or services being performed conforms to Exhibit A1;
  - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
  - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract; and,
  - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G), until such time new Perinatal Services Network Guidelines are established and adopted.
2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

**B. Performance Requirements**

1. Contractor shall provide services based on funding set forth in Exhibit A1 and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - (a) Lack of educational materials or other resources for the provision of services;
  - (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
  - (c) Institutional, cultural, and/or ethnicity barriers;
  - (d) Language differences;

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

- (e) Lack of service advocates; and,
  - (f) Failure to survey or otherwise identify the barriers to service accessibility.
  - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit C Documents" which is attached to Exhibit C.
  4. Amounts awarded pursuant to Exhibit C shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.



**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

**ARTICLE V. REPORTING REQUIREMENTS**

**A. Financial Reports**

1. Contractor agrees to submit the Exhibit A1 with the original contract and with each contract amendment.
2. Contractor shall submit timely the Quarterly Federal Financial Management Report (QFFMR) and end-of-year cost data in the form of year-end cost settlement reports, including Document 2P, "County Certification Cost Report Year-End Claim for Reimbursement" with the original signature of the Contractor's authorized designee in accordance with Document 1F, "Reporting Requirement Matrix - County Submission Requirements for the Department of Alcohol and Drug Programs."

**B. Additional Reports**

1. In accordance with HSC, Section 11758.12(c), Contractor shall submit, and shall require its Subcontractors to submit, information required by the State. The information shall include, but is not limited to, utilization reports, compliance reports, financial reports, treatment and prevention services reports, demographic characteristics of service recipients, and data as required pursuant to the following:

**Document 1K:** Drug and Alcohol Treatment Access Report (DATAR) records in an electronic format as provided and/or approved by the State, and which complies with ADP compliance requirements for data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method. The format for submission shall be limited to electronic format only.

**Document 1T:** CalOMS Prevention User Manual – Submit CalOMS Prevention data in the format prescribed in the CalOMS Prevention User Manual.

Contractor shall comply with the requirements which address the collection of information required in the SAPT Block Grant contained in Document 1T, incorporated by this reference ("CalOMS Prevention User Manual"). Refer to the List of Exhibits for the web site location of the manual, in which the manual is updated on a quarterly basis. Prevention service/activity data is to be reported via CalOMS Pv by all funded primary prevention providers. Services are to be reported by the date of occurrence on a weekly basis. No more than one week's data shall be aggregated into one reported service. All CalOMS Pv data shall be reviewed by each county and released to the State no

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later than the end of the first month following the close of each quarter. The reporting quarters are: July through September, October through December, January through March, and April through June.

Document 3J: CalOMS Treatment Data Collection Guide – Submit CalOMS Treatment admission, discharge, annual update, resubmission and "provider no activity report" records in an electronic format approved by the State, which complies with ADP compliance requirements for data content, data quality, data completeness, reporting frequency, reporting deadlines, and report method. When contractor obtains a new software vendor or when there are changes to the Contractor's CalOMS Treatment software, or changes to Contractors vendors CalOMS Treatment software, ADP's Information Management Services Division must be contacted and re-certification and testing of the new or changed software must be completed before Contractor can submit data.

Contractor shall follow the CalOMS Treatment Data Compliance Standards for submission of CalOMS treatment data (reference Document 3S).

2. Contractor agrees that it shall submit all data requested pursuant to Article V in a manner identified, or on forms provided, by the State by the applicable due dates or the dates in Document 1F, "Reporting Requirement Matrix - County Submission Requirements for the Department of Alcohol and Drug Programs."

3. Charitable Choice

Contractor shall submit annually the total number of referrals necessitated by religious objection to other alternative substance abuse providers. This information must be submitted to ADP in a format prescribed by ADP and at time required by ADP. (Reference is ADP Bulletin 04-5).

C. Subcontractor Documentation

Contractor shall require it's Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of its execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

**ARTICLE VI. GENERAL PROVISIONS**

**A. Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the Bureau of State Audits has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Article III, Section A.
6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The SAM contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements.

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

If the Contractor cannot physically maintain the fiscal and program records of the Subcontractor, then arrangements shall be made with the State to take possession and maintain all records.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.
8. In the event this Contract is terminated, Contractor shall deliver all of its fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.

**B. Dispute Resolution Process**

1. In the event of a dispute under this Exhibit C, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "NNA Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the Bureau of State Audits is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.

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3. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

**C. Negotiated Net Amount Limitations**

Pursuant to HSC Section 11818, Contractor shall reimburse its Subcontractors that receive a combination of Medi-Cal funding and other federal or state funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

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**LIST OF EXHIBIT C DOCUMENTS INCORPORATED BY REFERENCE  
FISCAL YEAR 2009-10**

The following documents are hereby incorporated by reference into Exhibit C and, as applicable, into Exhibit D regardless of whether or not they are actually attached to the Contract.

- Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/45cfr96\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html)
- Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/42cfr54\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/42cfr54_04.html)
- Document 1C: Driving-Under-the-Influence Program Requirements
- Document 1D(a): Services to California Department of Corrections and Rehabilitation (CDCR) – Parolee Services Network (PSN)
- Document 1D(b): SAPT Female Offender Treatment Project (FOTP)
- Document 1F: Reporting Requirement Matrix – County Submission Requirements for the Department of Alcohol and Drug Programs
- Document 1G: Perinatal Services Network Guidelines 2009 (for Non-DMC Perinatal Programs)  
[http://www.adp.ca.gov/perinatal/pdf/guidelines\\_09.pdf](http://www.adp.ca.gov/perinatal/pdf/guidelines_09.pdf)
- Document 1H(a): Service Code Descriptions
- Document 1H(b): Program Code Listing
- Document 1J(a): NNA Audit Appeals Process
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR)  
[http://www.adp.ca.gov/datar/manuals/DATARWeb\\_manual.pdf](http://www.adp.ca.gov/datar/manuals/DATARWeb_manual.pdf)

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- Document 1P: Alcohol and/or Other Drug Program Certification Standards  
(March 15, 2004)  
[http://www.adp.ca.gov/Licensing/doc/Alcohol\\_andor\\_Other\\_Drug\\_Program\\_Certification\\_Standards.doc](http://www.adp.ca.gov/Licensing/doc/Alcohol_andor_Other_Drug_Program_Certification_Standards.doc)
- Document 1T: CalOMS Prevention User Manual  
[http://www.kitsco.com/casupport/WebHelp/CalOMS\\_Manual.htm](http://www.kitsco.com/casupport/WebHelp/CalOMS_Manual.htm)
- Document 1V: Youth Treatment Guidelines  
[http://www.adp.ca.gov/youth/pdf/Youth\\_Treatment\\_Guidelines.pdf](http://www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf)
- Document 1W: Certification Regarding Lobbying
- Document 1X: Disclosure of Lobbying Activities – Standard Form LLL  
<http://www.whitehouse.gov/omb/grants/sfillin.pdf>
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)  
[http://www.adp.ca.gov/dmc/pdf/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.adp.ca.gov/dmc/pdf/DMCA_Standards_for_Drug_Treatment_Programs.pdf)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.adp.ca.gov/CalOMS/pdf/CalOMS\\_Data\\_Collection\\_Guide.pdf](http://www.adp.ca.gov/CalOMS/pdf/CalOMS_Data_Collection_Guide.pdf)

**Exhibit C – Preliminary - County Contract – FY 2010 through FY 2013 – Multi-Year**

- Document 3K: Privacy, Confidentiality and Information Security Provisions  
[http://www.adp.ca.gov/NNA/files/Document\\_3K-Privacy, Confidentiality and Information Security Provisions.doc](http://www.adp.ca.gov/NNA/files/Document_3K-Privacy,_Confidentiality_and_Information_Security_Provisions.doc)
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2008-09  
[http://www.adp.ca.gov/NNA/support\\_files.shtml](http://www.adp.ca.gov/NNA/support_files.shtml)
- Document 3S CalOMS Treatment Data Compliance Standards  
[http://www.adp.ca.gov/CalOMS/pdf/CalOMS\\_Data\\_Compliance.pdf](http://www.adp.ca.gov/CalOMS/pdf/CalOMS_Data_Compliance.pdf)
- Document 3T ADP Local Assistance Funding Matrix



STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

**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" (Document 1X) 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 10-NNA09	Signature of Person Signing for Contractor
Date	Title

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

Department of Alcohol and Drug Programs  
Division of Program Operations  
Fiscal Management and Accountability Branch  
1700 K Street  
Sacramento, CA 95814-4037

097-110-P-E2010

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> 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 who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**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 followup 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.

Internal Contract No: 097-110-P-E2010  
Purchasing Contract No: 001-5110  
Index Code: 404112

# CONTRACT ROUTING SHEET

Date Prepared: 4/1/10  
March 10, 2010

Need Date: 4/15/10

## PROCESSING DEPARTMENT:

Department: Health Svcs Dept - PH Div.  
Dept. Contact: Kathy Lang  
Phone #: x6362  
Department  
Head Signature: [Signature]  
Neda West, Director

## CONTRACTOR:

Name: Progress House, Inc.  
Address: 2844 Coloma Street  
Placerville, CA 95667  
Phone: \_\_\_\_\_

## CONTRACTING DEPARTMENT: Health Services Department - Public Health Division

Service Requested: AOD Counseling Services  
Contract Term: 7/1/10 - 6/30/11 Contract Value: \$33,660.00  
Compliance with Human Resources requirements? Yes  No   
Compliance verified by: Feasibility Analysis Attached

## COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/15/10 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Pls. obtain updated COIs.

APR 16 11:21 AM '10  
COUNTY COUNSEL  
APR 19 11:19 AM '10  
HEALTH SERVICES DEPT

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

## RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/17/10 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

All your art's expire 3/24 - Need Renewals  
before county government  
[Signature]

## OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

[Signature] 3/2/10  
Program Mgr / date

[Signature] 3/24/10  
Finance / date

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#### Attachments

1. Exhibit A – Service Reimbursement Schedule
2. Exhibit B – List of Documents Incorporated by Reference FY 2009-10 NNA Agreement



3. AGREEMENT FOR SERVICES #097-110-P-E2010  
Alcohol and Other Drug Counseling Services

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THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Progress House, Inc., a California nonprofit public benefit corporation qualified as a tax exempt organization under Section 501 (c) (3) of the Internal Revenue code of 1986, whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (hereinafter referred to as "CONTRACTOR");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide alcohol and other drug treatment services, described herein; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

**Article I. DEFINITIONS**

The words and terms of this contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to Health & Safety Code (HSC) Division 10.5; Title 9, California Code of Regulations (CCR) Division 4; and Title 22, CCR.

Definitions of Drug Medi-Cal covered treatment modalities and services are found in CCR Title 22. Standards for all treatment modalities are found in the American Society of Addiction Medicine- Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition, 1996.

In addition to the above, the following definitions will apply to this Agreement:

- o “ADP” refers to the California State Department of Alcohol and Drug Programs.
- o “ASAM PPC-2” means the American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition, as published by the American Society of Addiction Medicine, Inc. 1996.
- o “ASI” means the Addiction Severity Index, which is a semi-structured interview designed to address seven potential problem areas in substance abusing patients: medical status, employment and support, drug use, alcohol use, legal status, family-social status, and psychiatric status.
- o “Client” means a person seeking services or one for whom a defined service has been provided. Client is an all-inclusive term that may refer to both Drug Medi-Cal and non-Drug Medi-Cal eligible individuals.
- o “Day Care Habilitative” means substance abuse counseling and rehabilitation services lasting three or more hours, but less than 24 hours, per day, for three or more days per week.
- o “Drug Medi-Cal (DMC) statement maximum allowance” means the current reimbursement rate for California Drug Medi-Cal services, as set by the State.
- o “Early Intervention” means activities designed to modify a substance abuser’s behavior and can include but is not limited to: education, information, and referral to treatment/recovery services. Medical necessity for these activities need not be established.
- o “Eligible client” means any person who fulfills the criteria for the services provided under a specific funding stream, pursuant to Section 4.01.
- o “Group Health/Addiction Education” means activities designed to modify a substance abuser’s behavior and can include but is not limited to: education, information, and referral to treatment/recovery services. Medical necessity for these activities need not be established.

- "Health Education Addiction Recovery through Self-Responsibility (H.E.A.R.T.S.) Jail Services" means eight (8) hours per week of classroom education on substance abuse for H.E.A.R.T.S. participants as well as associated support tasks such as class preparation, grading homework, and follow-up, for a total not-to-exceed of seventy-two (72) hours per month.
- "HIV Set-Aside" means funding for activities involved in the prevention and delay of the progression of HIV and tuberculosis by encouraging counseling, assessment and testing. The HIV unit of service consists of three (3) components: (1) pre- and (2) post-counseling services, and (3) administration of an HIV test.
- "Lifeskills" means services that address substance abuse issues through support and enhancement of a client's ability to manage activities of daily living. Medical necessity for these activities need not be established; however, only those treatment services which satisfy all Drug Medi-Cal criteria for medical necessity are reimbursable under Minor Consent Drug Medi-Cal.
- "Medical Necessity" means substance abuse treatment services, or in the case of Early Periodic Screening, Diagnosis and Treatment (EPSDT), services that meet the criteria specified in Title 22, Section 51340.1 that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness or injury.
- "Minor Consent Drug Medi-Cal Services" means drug and alcohol abuse treatment and counseling services rendered to a person age 12 through 21 who, without parental consent, may receive medically necessary services related to drug and alcohol abuse or dependence. Except for full-scope Medi-Cal beneficiaries age 12 through 21 who have a zero share of cost Medi-Cal card, and who are only using the confidentiality provisions of the minor consent regulations, reimbursement for minor consent services are one hundred percent (100%) State General Fund Drug Medi-Cal. There is no federal financial participation.
- "Outpatient Drug Free" means treatment, recovery, or rehabilitation services, with or without medication, including counseling and supportive services, for clients who do not reside in a treatment facility (also known as non-residential services). These services may be provided in an individual or group setting.
- "Outreach/Intervention" means activities designed to encourage individuals in need of treatment/recovery services to undergo such treatment. Medical necessity for these activities need not be established.
- "Parenting Woman" means a female who is in one or more of the following categories:
  - Has custody of a dependent child 0-17.
  - Is attempting to regain legal custody of a child 0-17.
  - Has voluntarily placed a child 0-17 with a care giver and is attempting to parent.
- "Payment of last resort" means that CONTRACTOR has made every reasonable effort to collect reimbursement for the cost of providing services to eligible clients who are entitled to benefits

under the Social Security Act, including Title XVIII and Title XIX programs; any State compensation program; any other public assistance program for medical expenses; any grant program; any private health insurance; or to any other benefit program.

o "Perinatal Drug Medi-Cal" means Drug Medi-Cal substance abuse services that are provided to pregnant or postpartum women. The Drug Medi-Cal defined postpartum period is 60 days from the date pregnancy terminated plus the days remaining until the end of the month in which the pregnancy terminated.

o "Perinatal Outreach/Publicity" means services that identify and encourage eligible pregnant and parenting women in need of alcohol/drug treatment services to take advantage of these services or to inform members of the professional community about treatment services so that they may become referral sources.

o "Projected Revenues" means an estimation of client fee collections, insurance collections, and other third party payments.

o "Public Health Finance" means the Finance unit of the Health Services Department – Public Health Division that processes Alcohol and Drug Program invoices.

o "Service documentation" means verification that a reimbursable unit of service has been rendered to a client. Service documentation shall include the following:

- Dated progress notes with sufficient detail to make possible an evaluation of services.
- An original signature of the counselor rendering service unit on each progress note.
- Recorded clock hours for both group and individual services.
- Original client signature on dated attendance rosters for group services.
- Original client signature on all treatment plans.

o "Unit of Service" means face-to-face contact on a calendar day. For outpatient drug free and day care habilitative the face-to-face unit is a client visit. For male, female or perinatal residential detoxification or treatment services the unit of service is a resident day. Only one face-to-face service contact per day is covered by Drug Medi-Cal, except for emergencies when an additional face-to-face contact may be covered for crisis intervention, or when a return visit is made to receive collateral services. To count as a unit of service, the second contact shall not duplicate the service provided on the first contact, and each contact shall be clearly documented in the client's record. The day of admission is a billable resident day. The day of discharge is not a billable resident day. If the day of admission and discharge are the same day it is a billable resident day.

o "Youth Treatment Services" means alcohol and drug treatment services for individuals ages 12 through 17 (inclusive). It is strongly recommended that CONTRACTOR adhere to the California State Department of Alcohol and Drug Programs' "Youth Treatment Guidelines" (August 2002).

## **Article II. SCOPE OF SERVICES**

### **Section 2.01 Alcohol and Drug Treatment Services**

(a) **Intake:** Demographic, financial, health, family, living situation and other pertinent information shall be collected as necessary to establish client records and support reporting requirements. Intake also includes dissemination of required information to clients including but not limited to CONTRACTOR confidentiality policies, complaint procedures pursuant to Section 2.02(b)(iv) and Section 5.01, and admission procedures.

(b) **Assessments:** Initial assessments of clients shall be developed using appropriate assessment and screening tools, as identified in Section 2.02(a) of this Agreement.

(c) **Treatment Plans:** An individualized treatment plan shall be developed for each client using information obtained in the intake and assessment process. The treatment plan must be completed within thirty (30) days of the date the client is admitted to treatment. The treatment plan shall identify problems to be addressed, goals to be reached, action steps, target dates, type and frequency of services to be provided, and the assigned counselor. Treatment plans must be maintained in client records, and kept current as treatment progresses.

(d) **Case Management:** This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying appropriate treatment resources, referring clients to other resources as appropriate, monitoring client progress, documenting treatment, participating in case conferences, and other similar types of activities.

(e) **Client treatment:** Treatment shall be delivered through a program that offers services at different levels of intensity depending on individual client needs. Treatment shall be consistent with findings that result from administration of the ASAM PPC-2. Clients admitted to treatment may be tested for drug usage; however, the cost of drug testing shall be included within CONTRACTOR's rate for service and shall not be billed separately. Following is a description of the required services:

(i) Low intensity outpatient education and treatment services are those services or activities provided to clients who are willing to cooperate in their own treatment but who need motivating and monitoring to sustain the recovery process. These services are appropriate for individuals who are able to maintain abstinence or control their substance use and to pursue recovery goals with minimal support. Participants served at this level are in a supportive recovery environment or have the necessary coping skills to deal with a non-supportive recovery environment. Outpatient drug free (individual and/or group), health/addiction education, crisis intervention, and/or collateral visits may be provided at this level.

(ii) High intensity outpatient education and treatment services are those services provided to clients whose resistance to treatment is high enough to require a structured program, but not so high as to render outpatient treatment ineffective. These services may

also be indicated for individuals whose addiction symptoms intensify while participating in low intensity outpatient services. Outpatient drug free (individual and/or group), day care habilitative, health/addiction education, crisis intervention, and/or collateral visits may be provided at this level.

- (f) *Substance Abuse Treatment & Testing Accountability (SATTA) Act*
- (i) **Laboratory Testing:** Laboratory testing shall be performed to determine whether a client is using, or has used, alcohol and/or other drugs. Testing methods may include, but are not limited to, urine, blood, saliva, breath alcohol testing and hair strand tests, as specified in Exhibit A. The cost of drug testing is eligible for reimbursement under the Substance Abuse Treatment and Testing Accountability (SATTA) Program, which became effective October 11, 2001.

## **Section 2.02** Support Tasks and Activities

### (a) *Assessment Tools*

CONTRACTOR shall maintain the capability to administer the ASI-Lite, Adolescent ASI assessment instrument, ASAM PPC-2 Patient Placement Criteria, and an appropriate screening instrument such as the Substance Abuse Subtle Severity Index (S.A.S.S.I.).

### (b) *Client Admission to Treatment*

(i) CONTRACTOR shall receive requests for service directly from clients. When a request for service is made by any eligible client, CONTRACTOR shall ensure that services are initiated with reasonable promptness. Waiting lists of more than 30 days for services subsidized under this Agreement shall be reported in writing to the Administrator no later than the 15th day of each month.

(ii) CONTRACTOR agrees to admit on a priority basis pregnant women and/or HIV-positive individuals, and to advise individuals seeking treatment of these priority admission provisions. CONTRACTOR may not require clients to disclose HIV status; however, clients may volunteer this information.

(iii) CONTRACTOR shall develop and make available to the public a written copy of its admission policy and procedure and must ensure that said policy complies with all applicable State and federal requirements concerning admission of clients into treatment.

(iv) CONTRACTOR shall establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination, violation of civil rights, or any type of inappropriate or offensive treatment by CONTRACTOR staff. CONTRACTOR shall provide a copy of its complaint procedures to all clients upon their admission to treatment. These procedures shall describe the specific steps clients are to follow when filing complaints and the action that CONTRACTOR will take to resolve client complaints.

(c) *Revenue Collection*

(i) *Client Fees:* CONTRACTOR shall charge a fee to clients for whom services are provided pursuant to this Agreement, assessing ability to pay on the basis of individual expenses in relation to income, assets, estates, and responsible relatives. Determination of fees shall be performed in accordance with a fee scale developed by CONTRACTOR and approved by the Administrator pursuant to Section 8.07. Client fees shall be based upon the person's ability to pay for services, but shall not exceed the actual cost of service provided. No person shall be denied services because of an inability to pay.

(ii) *Client Financial Assessment:* All clients whose alcohol and drug treatment services are subsidized under this Agreement shall be certified by CONTRACTOR as unable to pay for services under this Agreement. The certification of each client who is unable to pay shall be documented in writing on a Client Financial Assessment Form (Section 8.07), which is developed by CONTRACTOR and approved by the Administrator. This form shall be maintained by CONTRACTOR in the client's record.

(iii) *Payment of Last Resort:* Pursuant to Title 45 Code of Federal Regulations (CFR) Section 96.137, CONTRACTOR must ensure that federal block grant funds are the "payment of last resort" for alcohol and drug treatment services subsidized under this Agreement. CONTRACTOR shall make every reasonable effort, including the establishment of systems for eligibility determination, billing and collection, to collect reimbursement for the costs of providing services to persons who are entitled to benefits under the Social Security Act, including Title XVIII and Title XIX programs, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance or any other benefit program.

(iv) *Third-Party Revenue:* CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served hereunder may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's actual cost.

(v) *Other Revenues:* CONTRACTOR shall charge for services and supplies used by persons other than individuals or groups eligible for services pursuant to this Agreement.

(vi) *Screening and Referral:* CONTRACTOR shall screen clients to determine their potential eligibility for Veterans Health Care Services and refer them to a Veterans Administration (VA) facility if it appears eligibility may exist. The nearest VA facility is:

Sacramento VA Medical Center  
10535 Hospital Way  
Mather, CA 95655  
(916) 366-5366

**Section 2.03** Communicable Diseases

(a) CONTRACTOR shall provide tuberculosis (TB) services, directly or by referral to the El Dorado County Health Services Department – Public Health Division or another appropriate provider. These TB services shall consist of the following:

- (i) Counseling with respect to tuberculosis.
- (ii) Testing to determine whether the individual has been infected and to determine the appropriate form of treatment.
- (iii) Provision for, or referral of, infected clients for medical examination and treatment.

(b) A Health Questionnaire shall be completed for all clients admitted for residential or nonresidential alcohol and/or other drug services. CONTRACTOR shall use either form ADP 10100-A-E for its health questionnaire or it may develop one which contains at a minimum, the information requested in ADP 10100-A-E. CONTRACTOR staff shall review each completed questionnaire. When appropriate, the client shall be referred to licensed medical professionals for physical and laboratory examinations. A medical clearance or release shall be obtained prior to admission whenever a client is referred to a licensed medical professional for such examinations.

(c) Prior to obtaining a medical clearance, CONTRACTOR shall not accept persons who have communicable diseases, with the exception of persons with asymptomatic HIV (Human Immunodeficiency Virus) disease, symptomatic HIV disease and AIDS (Acquired Immunodeficiency Syndrome) Indicator Conditions.

(d) CONTRACTOR shall perform activities that help prevent and delay the progression of HIV infection. This includes encouraging clients to receive testing, collecting test samples (which are then sent to a lab for processing), and providing both pre- and post-test counseling.

**Section 2.04** Interim Services

All persons who are not admitted into treatment within fourteen (14) days due to lack of room in the program, and who place their names on the waiting list for admission, shall be provided interim services. Interim services shall consist of tuberculosis (TB) counseling, voluntary testing, referral for medical evaluation, if appropriate, and voluntary and confidential HIV testing, pre- and post-test counseling. For pregnant women, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus; and referral to prenatal medical care services. Interim services may be provided directly or by referral to the El Dorado County Health Services Department or another appropriate provider. Provision of interim services shall be documented on the Drug Abuse Treatment Access Report (DATAR) and reported monthly to the State Department of Alcohol and Drug Programs.

**Section 2.05** Participation in Meetings

CONTRACTOR shall participate in individual and/or group provider meetings as requested by the COUNTY.



**Section 2.06** Participation in Training

CONTRACTOR shall attend relevant substance abuse training programs and/or conferences as requested by the COUNTY.

**Section 2.07** Record Keeping

*Clinical Records:* CONTRACTOR shall preserve and make available its clinical records for services rendered under this Agreement for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available pursuant to Section 7.02(h); or b) at the sole option of the COUNTY, immediately become the property of the COUNTY and shall be delivered by CONTRACTOR to the COUNTY.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular five (5) year period, whichever is later.

*Statistical Records:* CONTRACTOR shall keep all statistical data and records pursuant to Article VIII on forms and/or electronic storage media provided by the Administrator. These records shall be available for inspection as required by the Administrator.

*Subcontractor Records:* Should COUNTY consent, in writing, to the subcontracting of services, CONTRACTOR shall include in all subcontracts entered into with third parties to facilitate the provision of Services hereunder, the following clause:

*\*(Name of vendor or subcontractor) agrees to maintain and preserve, until five (5) years after termination of Contractor's agreement with the County of El Dorado, pertinent books, documents, papers and records of (name of vendor or subcontractor) related to this (purchase order or subcontract) and to permit the County to have access to, to examine and to review any of such pertinent records.\**

If any litigation, claim, negotiation, audit or other action involving the subcontractor's records has been started before the expiration of the five (5) year period, under this Agreement, said records shall be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular five (5) year period, whichever is later.

*Financial Records:* CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the service for which payment is claimed in accordance with generally accepted principles of accounting. Eligibility determination results and fees charged to and collected from persons receiving services, together with a record of all billings sent and revenues received from any source, on behalf of

persons treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial records. Any apportionment of or distribution of costs, including direct costs, to or between programs or cost centers of CONTRACTOR shall be made in accordance with generally accepted accounting principles.

### **Section 2.08** Reporting

*State Data Submission:* CONTRACTOR shall submit to ADP in accordance with Health and Safety Code Section 11758.12 (c), that information required by the State in a manner identified by, or on forms provided by, ADP. The data shall include, but is not limited to: Drug and Alcohol Treatment Access Report (DATAR), California Outcomes Measurement Systems (CalOMS) Participant Records, California Outcomes Measurement Systems Provider Summary; and Drug and Alcohol Services Information System (DASIS) Uniform Facilities Data Set (UFDS).

*County Data Submission:* CONTRACTOR shall report to the COUNTY any problems in implementing the provisions of this Agreement, staff changes, status of licenses and/or certifications, changes in modalities and/or populations served, and reasons for any such changes. Further, when requested to do so by the COUNTY, CONTRACTOR shall submit documents related to client services, administrative activities, or other program operation functions.

*Cost Report* (as defined in Section 4.06): Submit on or before September 15th of the year in which this Agreement is terminated.

*Board of Director's Minutes:* CONTRACTOR shall provide Administrator the minutes of all CONTRACTOR's monthly Board of Director's meetings to include monthly Treasurer's report.

*Notification of Injury or Death:* CONTRACTOR shall notify Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence that may expose COUNTY to liability. Such occurrences shall include, but not be limited to: accidents, injuries, death, acts of negligence, and loss of or damage to any COUNTY property in possession of CONTRACTOR.

### **Article III. TERM**

This Agreement shall become effective upon final signatures by the parties hereto, and shall cover the term July 1, 2010 through June 30, 2011 unless earlier terminated pursuant to the provisions under Article XVI and Article XVII herein. Further, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

### **Article IV. COMPENSATION FOR SERVICES**

#### **Section 4.01** Funding Types

- (a) CONTRACTOR shall maintain familiarity with federal and State laws, rules, and regulations (as cited in Section 5.08) so that it can correctly charge services described in the

Scope of Work to funding types that allow payment for those services. This Agreement, which is for fiscal year 2010-2011, includes funds from federal fiscal years (FFY) 2010 and 2011 Substance Abuse Prevention and Treatment (SAPT) awards. SAPT funds from the FFY 2010 award are available for expenditure beginning July 1, 2010; they must be expended by June 30, 2011. SAPT funds from the FFY 2011 award become available October 1, 2010; they must be expended by June 30, 2011. This Agreement provides the following types of funding to CONTRACTOR.

- (i) *SAPT Discretionary*: These are federal block grant funds, which are to be used in a discretionary manner for substance abuse treatment, prevention, and recovery services.
- (ii) *SAPT Federal Block Grant HIV Set Aside*: Federal law requires that five percent (5%) of the State's total SAPT block grant award be expended on HIV early intervention. These funds are for HIV prevention, testing, and counseling services for clients in treatment programs.
- (iii) *SAPT Federal Block Grant Adolescent and Youth Treatment Programs*: These funds are for substance abuse services to youth age 12 through 17 (inclusive), as described in ADP's Youth Treatment Guidelines (2002).
- (iv) *State General Fund Discretionary*: These are State funds, which are to be used in a discretionary manner to fund alcohol and other drug treatment services.

**Section 4.02** Amount of Funding

- (a) The total maximum obligation of COUNTY for services provided under this Agreement is set forth below, by funding type:

**Maximum FFY 2009-10 Block Grant Obligation (to be expended by June 30, 2011)**

SAPT Federal Block Grant Discretionary (includes		
H.E.A.R.T.S.	FY 2009-10	\$22,000.00
SAPT Federal Block Grant HIV Set Aside	FY 2009-10	0
SAPT Federal Block Grant Perinatal Set Aside	FY 2009-10	6,660.00
SAPT Federal Block Grant Youth Treatment	FY 2009-10	0
SAPT Federal Block Grant SATTIA Drug Testing	FY 2009-10	5,000.00
<i>Total Maximum FFY 2009-10 Block Grant Obligation of this Agreement</i>		<u>\$33,660.00</u>

*Total Maximum SAPT Block Grant Obligation of this Agreement* **\$33,660.00**

**TOTAL PROVISIONAL AMOUNT OF THIS AGREEMENT: \$33,660.00**  
**TOTAL NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT: \$40,000.00**

- (b) The Total Provisional Amount of this Agreement is the maximum amount to which CONTRACTOR is entitled by COUNTY; however, CONTRACTOR may submit a written formal request to COUNTY to increase that amount and COUNTY will consider that request. The Health Services Department Director in his or her discretion, and depending

upon funding availability, may increase or decrease the Total Provisional Amount of this Agreement, and may revise the component amounts of the Total Provisional Amount of this Agreement, as detailed in the grant and/or funding obligations above, up to but not to exceed the Total Not-to-Exceed Amount of this Agreement, by written notice to CONTRACTOR. COUNTY shall not be obligated to pay CONTRACTOR for any amount above the established Total Provisional Amount of this Agreement as shown herein above or as approved and authorized in writing by the Health Services Department Director.

- (c) For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered.
- (d) CONTRACTOR billing rates for services performed during the term of this agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in Exhibit A, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article IV herein. Approved DMC rates may be obtained by CONTRACTOR from the California Department of Alcohol and Drug Programs (State ADP) website (currently <http://www.adp.ca.gov/dmc/dmc.shtml> ) or by contacting State ADP or COUNTY ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, CONTRACTOR shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the State.
- (e) The maximum payment for rates for specified services included in Article II – Scope of Services, are as outlined in Exhibit A, Service Reimbursement Schedule, included herein and made by reference a part hereof.
- (f) COUNTY shall pay CONTRACTOR for the actual costs of providing service, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that non-Drug Medi-Cal services are billed to COUNTY by unit of service at an amount not exceeding the provisional amount specified in Section 4.02(a) of this Agreement.
- (g) The total payments shall not exceed the COUNTY's Total Maximum Obligation, by funding type, as set forth in Section 4.02.
- (h) All CONTRACTOR costs must be allowable pursuant to applicable State and federal laws, regulations, policies and procedures, as set forth in Section 5.08.

- (i) Costs shall be reconciled annually in the cost report, as detailed in Section 4.05 of this Agreement. The cost report settlement is the process that determines whether billing rates were an accurate representation of actual costs.
- (j) COUNTY shall pay CONTRACTOR monthly in arrears. Monthly payments are billing rate payments only, and subject to Cost Report final settlement in accordance with Section 4.05 of this Agreement.

**Section 4.03 Invoicing**

- (a) CONTRACTOR invoices shall be on forms approved, or provided by, Administrator and shall include client detail required on such forms. All charges claimed on invoices shall include support documentation identifying those individuals who received the service being charged.
- (b) Invoices are due by the tenth (10th) day of the month following the month in which services were delivered. Payments to CONTRACTOR shall be released by COUNTY no later than forty-five (45) days after receipt and approval of the correctly completed invoice and client detail forms.
- (c) Invoices submitted later than the last day of the month following the month in which services were delivered will be considered retroactive. Retroactive invoices shall be ineligible for payment unless there are extenuating circumstances that justify submission of such invoices, and the Contract Administrator has authorized retroactive billing in writing in advance of the invoice submission date.
- (d) Invoices shall be submitted to COUNTY at the Health Services Department – Public Health Division, Alcohol and Drug Programs Division, 941 Spring Street, Suite 4, Placerville, CA 95667.
- (e) All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client charts, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Administrator may require CONTRACTOR to submit documentation in support of the monthly billing and reserves the right to determine the type and amount of such documentation. Patient demographic and identifying information, including social security numbers, may be required.
- (f) CONTRACTOR may not invoice for, and will not be reimbursed for, services provided beyond the expiration and/or termination of this Agreement, unless COUNTY has notified CONTRACTOR in writing of its intent to extend the Agreement.

**Section 4.04** Payment Withholding

Administrator may withhold or delay any payment if CONTRACTOR fails to comply with any provisions of this Agreement. In addition, as a means to ensure continuous operation of CONTRACTOR's facility, COUNTY may defer payments as described in Section 5.04 of this Agreement. COUNTY reserves the right to defer payment of any amount included on a monthly invoice that exceeds one twelfth of the total amount available within the funding type being charged. Further, in the event CONTRACTOR expends the entire amount obligated by this Agreement in any funding type before the end of the term of the Agreement, and the COUNTY has not previously deferred payment, the COUNTY offers no assurance that any additional amounts will be made available.

**Section 4.05** Cost Report

- (a) CONTRACTOR shall submit a Cost Report to the COUNTY on or before September 15, 2011 covering all expenditures for the term of this Agreement.
- (b) CONTRACTOR shall prepare the Cost Report in accordance with all 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. Such costs and allocations shall be supported by source documentation maintained by CONTRACTOR and available at any time to Administrator upon reasonable notice.
- (c) CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.
- (d) Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed COUNTY's Total Maximum Obligations as set forth in Section 4.02. CONTRACTOR shall not claim expenditures to COUNTY that are not reimbursable pursuant to applicable federal, State and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within forty-five (45) days of submission of the Cost Report.
- (e) If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, is lower than the aggregate of monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, with the submission of the Cost Report.
- (f) When the State reconciliation of costs occurs, if the State settlement shows that the aggregate of monthly payments to CONTRACTOR for covered services provided under this

agreement exceeds CONTRACTOR's allowable cost, in accordance with CCR Title 22, Section 51516.1, CONTRACTOR shall remit the difference to COUNTY. CONTRACTOR shall pay COUNTY the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through COUNTY, whichever comes first. In the event of a State Alcohol and Drug cost report audit and/or program audit, both State General Fund and Federal Medicaid portions of all CONTRACTOR disallowances shall be reimbursed to COUNTY within forty-five (45) days of completion of an appeal process following receipt of a final Audit Report or the completion of an Appeal Process through COUNTY, whichever comes first.

## **Article V. PERFORMANCE REQUIREMENTS**

### **Section 5.01 Code of Conduct**

CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and the Board of Directors which shall include but not be limited to, standards related to the use of drugs and/or alcohol; staff relationships with clients; prohibition of sexual conduct with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, volunteers and interns shall agree, in writing, to maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in CONTRACTOR's facility (ies).

### **Section 5.02 Cultural Competence**

- (a) To ensure equal access to quality care by diverse populations, every treatment provider receiving funds from this contract shall:
  - (i) Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
  - (ii) Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
  - (iii) Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
  - (iv) Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
  - (v) Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
  - (vi) Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
  - (vii) Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.

- (viii) Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
  - (ix) Ensure that the clients' primary spoken language and self-identified race and ethnicity are included in the provider's management information system as well as any client records used by provider staff.
  - (x) Implement the Limited English Proficiency (LEP) Policy Guidance for recipients of funds from the federal Health and Human Services Agency at <http://www.lep.gov>. Additional information and resources for serving persons with LEP can be accessed at <http://www.lep.gov>.
- (b) CONTRACTOR shall, to the extent feasible, provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining trained, experienced staff that are able to deliver services with sensitivity toward and respect for clients from diverse backgrounds. CONTRACTOR staff shall complete a minimum of one (1) cultural-sensitivity training per year.

### **Section 5.03** Employee Qualifications

CONTRACTOR shall only employ individuals as substance abuse counselors who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients or residents in an ADP licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. CONTRACTOR shall regularly evaluate the performance of its entire treatment staff and implement immediate corrective action if any performance problems are identified. The COUNTY may request in writing that the CONTRACTOR investigate incidents of suspected poor performance by CONTRACTOR treatment staff, and the CONTRACTOR shall do so within the timeframes and under the terms contained in the COUNTY's written request. CONTRACTOR shall report findings of said investigation to Contract Administrator, along with plan for corrective action.

### **Section 5.04** Continuous Operation

CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable federal, State, and COUNTY requirements, and which are necessary for the provision of services hereunder.

To ensure that services are available continuously throughout the term of this Agreement, CONTRACTOR shall plan for even expenditures of funds provided by this Agreement throughout the Term of the Agreement. To the maximum extent possible, CONTRACTOR shall deliver services each month that are commensurate with one-twelfth (1/12) of the total dollar amount available to pay for those services.

### **Section 5.05** Drug Free Workplace



- (a) CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code Section 8355 et seq.) and will provide a drug-free work place by taking the following actions:
- (i) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, Section 8355(a).
  - (ii) Establish a drug-free awareness program as required by the Government Code, Section 8355(b) to inform all employees about the following:
    - 1) The dangers of drug abuse in the work place;
    - 2) The person's or organization's policy of maintaining a drug-free work place;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations.
  - (iii) Provide, as required by the Government Code, Section 8355(c), that every employee engaged in the performance of the contract:
    - 1) Be given a copy of the CONTRACTOR's drug-free policy statement; and
    - 2) As a condition of employment, agree to abide by the terms of the statement.
- (b) Failure to comply with requirements for a drug-free work place may result in suspension of payments under the Agreement or termination of the Agreement or both.

**Section 5.06** 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 pursuant to Health and Safety Code Section 11999. By signing this Agreement, CONTRACTOR agrees that it will enforce these requirements.

**Section 5.07** Debarment and Suspension Certification

By signing this agreement, CONTRACTOR agrees to comply with federal suspension and debarment regulations found in CFR Title 45 Part 76. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.

By signing this agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 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.

If the CONTRACTOR is unable to certify to any statements in this certification, CONTRACTOR shall submit an explanation to the COUNTY.

If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this contract for cause or default.

**Section 5.08 Laws and Rules**

CONTRACTOR shall comply with, and accept as binding, all applicable governmental laws, regulations, policies, and standards as they exist now or may be hereafter amended or changed. These laws, regulations, policies, and standards shall include, but not be limited to, the following:

- California State Department of Alcohol and Drug Programs Certification Standards (July 1999);
- California State Department of Alcohol and Drug Programs Perinatal Services Network Guidelines (1997);
- California Health and Safety Code, Divisions 10.5 and 10.6, and Section 11758.12(d);
- California Code of Regulations, Title 22;
- California Code of Regulations, Title 9, Division 4;
- Code of Federal Regulations (CFR), Title 21, Title 41, Title 42 and Title 45;
- California State Department of Health and Human Services Health Care Financial Administration Manual 15;
- California Welfare and Institutions Code, Section 14100.2;
- Part 92 of the Federal Grants Management Handbook, Subpart L(a)(2);
- Title 31, Section 319, U.S.C.;
- OMB Circular A-133;
- Public Law 103-227, also known as the Pro-Children Act of 2001;
- Public Law 106-310, which addresses nondiscrimination and institutional safeguards for religious providers, and which is implemented through Title 42, CFR, Part 54; and
- Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.)

**Section 5.09 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.

(a) Federal Law Requirements

- Titles VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- 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.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).

- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination on the basis of handicap.
- 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.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 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.

(b) State Law Requirements

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

CONTRACTOR agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended). CONTRACTOR agrees to comply with provisions of the Rehabilitation Act of 1973.

For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: unlawfully denying an otherwise eligible individual any service or providing a benefit which is different, or is unlawfully provided in a different manner or at a different time, from that provided to others under this Contract; unlawfully subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; unlawfully restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or unlawfully treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

**Section 5.10 Smoking Prohibition Requirements**

CONTRACTOR shall comply, and require that its Subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law, which 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 Women, Infants, and Children (WIC) coupons are redeemed.

**Section 5.11 Accessibility**

CONTRACTOR agrees that COUNTY shall, on a cycle of at least every three years, assess, monitor, and document CONTRACTOR's compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

If the CONTRACTOR employs more than fifteen (15) staff members, CONTRACTOR must:

- Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses federal or State accessibility laws or regulations.
- Designate at least one employee as the person responsible for: (1) implementing an internal accessibility program to ensure persons with disabilities have access to the CONTRACTOR's facility, and (2) receiving and resolving complaints that allege violation of federal or State accessibility laws or regulations.

**Section 5.12 Retaliation**

Neither CONTRACTOR, nor CONTRACTOR's employees or agents shall intimidate, coerce, or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing, or any other activity undertaken to enforce rights secured by federal or State law.

**Section 5.13 Licenses**

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

**Section 5.14 Child Support Compliance Act**

CONTRACTOR acknowledges that it:

- Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
- To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**Section 5.15 Union Organizing**

CONTRACTOR, by signing this Agreement, hereby acknowledges the applicability of California Government Code Sections 16645 through 16649 to this Contract.

- (a) CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract.
- (b) No State funds received under this Contract will be used to assist, promote, or deter union organizing.
- (c) CONTRACTOR will not, for any business conducted under this Contract, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the State property is equally available to the general public for holding meetings.
- (d) If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Attorney General upon request.

**Section 5.16** Literature

Any new literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by COUNTY, State and/or federal funds, as appropriate.

**Section 5.17** 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).

**Section 5.18** Restriction on Distribution of Sterile Needles

No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Article VI. CONFIDENTIALITY**

CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits.

CONTRACTOR will provide the COUNTY with information concerning such safeguards upon request. CONTRACTOR shall comply with all applicable State and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality and security of information requirements in the following:

- Title 42 USC Section 290 dd-2
- Title 42, CFR Part 2
- Title 42, CFR Part 96, Sec. 96.132(e)
- Title 42, USC 1320d through 1320d-8
- Title 45, CFR Parts 160, 162, and 164 - the Health Insurance
- Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
- Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2, which is specific to Medi-Cal
- HSC Sections 11812 and 11845.5
- HSC Sections 123110 through 123149.5 - Patient Access to Health Records
- Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
- Civil Code Sections 56 through 56.37 - Confidentiality of Medical Information Act
- Civil Code Section 1798.80 through 1798.82 - Customer Records (breach of security)
- Civil Code Section 1798.85 - Confidentiality of Social Security Numbers

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 Title 42, Code of Federal Regulations, Part 2; Welfare and Institutions Code, Section 14100.2; Health and Safety Code, Section 11977; and Title 22, California Code of Regulations, Section 51009.

Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records that may be obtained in the course of providing such services.

***Section 6.01*** HIPAA Compliance

If any of the work performed under this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), then CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Document 3K which is referenced in Exhibit B, attached hereto and incorporated by reference herein. CONTRACTOR shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Document 3K for additional information.

- (a) Trading Partner Requirements
  - (i) No Changes. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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)).
- (b) Concurrence for Test Modifications to HHS Transaction Standards. CONTRACTOR agrees and understands that there exists the possibility that ADP or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.
- (c) Adequate Testing. CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties.
- (d) Deficiencies. CONTRACTOR agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider.
- (e) Code Set Retention. CONTRACTOR understands and agrees 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.
- (f) Data Transmission Log. CONTRACTOR and COUNTY shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between

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

## **Article VII. INSPECTIONS AND AUDITS**

### **Section 7.01 Audits**

Because the compensation paid to CONTRACTOR pursuant to this Agreement is comprised of both federal and State funds, CONTRACTOR shall comply with the following requirements:

- This Agreement and any subcontracts shall be subject to the examination and audit by the California Bureau of State Audits for a period of three years from the date that final payment is made pursuant to the Agreement (Government Code, Section 10527).
- CONTRACTOR agrees that the State, the Comptroller General of the United States, and any authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide the State with any and all relevant information requested.
- All expenditures of State and federal funds furnished to the CONTRACTOR pursuant to this Agreement are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003). Objectives of such audits may include, but not be limited to, the following:
  - To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  - To validate data reported by the CONTRACTOR for prospective contract negotiations;
  - 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;
  - To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
  - To determine that expenditures are made in accordance with applicable State and federal laws and regulations and contract requirements; and/or,
  - To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- CONTRACTOR shall comply with all terms and conditions of this Agreement and all pertinent State and federal statutes and regulations. CONTRACTOR shall permit the Contract Administrator, State, Department of Health Care Services (DHCS), United States Department of Health and Human Services (DHHS), Comptroller General of the United



States, or other authorized State or federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract. CONTRACTOR shall allow the State, DHCS, DHHS, the Comptroller General of the United States, and other authorized State or federal agencies and representatives to review and copy any and all books and records maintained by the CONTRACTOR related to these services at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed.

- The refusal of the CONTRACTOR to permit access to and inspection of electronic or print books and records, physical facilities, and 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.

### **Section 7.02** Control Requirements

- (a) Performance of this Agreement is subject to all applicable federal and State laws, regulations and standards. In accepting the allocation outlined in Article IV herein pursuant to HSC Sections 118114 (a) and (b), CONTRACTOR shall: (1) establish written procedures consistent with the following requirements; (2) monitor for compliance with the written procedures; and (3) be held accountable for audit exceptions taken by the State against the COUNTY and CONTRACTOR for any failure to comply with these requirements:
- (i) HSC, Division 10.5, commencing with Section 11760;
  - (ii) Title 9, California Code of Regulations, (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
  - (iii) Government Code Section 16367.8;
  - (iv) 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;
  - (v) Title 42, United States Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-57, and 330x-65 and 66;
  - (vi) The Single Audit Act Amendments of 1966 (Title 31, USC Sections 7501-7507) and the Office and Management and Budget (OMB) Circular A-133 revised June 27, 2003;
  - (vii) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
  - (viii) Title 42, CFR, Sections 8.1 through 8.34;
  - (ix) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
  - (x) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
- (b) CONTRACTOR shall be familiar with the above laws, regulations, and guidance.
- (c) The provisions of Section 7.02 are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.
- (d) CONTRACTOR shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the Substance Abuse Prevention and Treatment (SAPT) Block Grant funds. Document IA, 45 CFR 96, Subparts C and L, as noted in Exhibit B, attached hereto and incorporated by reference herein.

- (e) This Agreement is subject to any additional restrictions, limitations or conditions enacted by the federal or State government that affect the provisions, terms, or funding of this Agreement in any manner.
- (f) If CONTRACTOR receives Perinatal funds, CONTRACTOR shall comply with the requirements for perinatal programs funded under Exhibit B (Document 1G), attached hereto and incorporated by reference herein, "Perinatal Services Network Guidelines 2004" until such time new Perinatal Services Network Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.
- (g) If CONTRACTOR receives Youth Treatment funding, CONTRACTOR should follow the guidelines in Exhibit B (Document IV) attached hereto and incorporated by reference herein, "Youth Treatment Guidelines" in developing and implementing youth treatment programs until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.
- (h) *Record Retention* - Financial and client records shall be retained by CONTRACTOR for five (5) years from the date of submission of the Cost Report that pertains to this Agreement. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement to which exception has been taken by County or State or federal governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims or exceptions is completed.
- (i) Administrator, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of CONTRACTOR which such persons deem pertinent to this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.
- (j) CONTRACTOR shall actively participate and cooperate with any persons specified in Section 7.02(i) in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- (k) CONTRACTOR shall obtain an annual financial statement audit in accordance with Government Auditing Standards. If CONTRACTOR's total federal expenditures, excluding Federal Medi-Cal/Medicaid, are \$300,000 or more, CONTRACTOR must obtain an audit in accordance with OMB Circular A-133.
- (l) CONTRACTOR shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly 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, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.

- (m) CONTRACTOR's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by COUNTY.
- (n) Within fourteen (14) days after final audit is approved by CONTRACTOR's Board of Directors, CONTRACTOR shall forward to Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.
- (o) Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in CONTRACTOR's internal control structure, COUNTY may terminate this Agreement as provided for in Article XVII or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator in writing within fifteen (15) days after receiving notice from COUNTY.
- (p) CONTRACTOR will have two (2) months to implement a corrective action plan and to submit to COUNTY a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.
- (q) COUNTY shall respond to all audits of CONTRACTOR with reconciliation to COUNTY records. If COUNTY concurs with State findings, final payment of CONTRACTOR's assessed disallowances shall be subject to provisions of Section 4.05 of this Agreement.
- (r) All CONTRACTOR's funding records related to this Agreement shall be subject to audit by COUNTY at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by COUNTY's Auditor-Controller. In the event that CONTRACTOR has more than one funding agreement with COUNTY, CONTRACTOR shall maintain an individual schedule of expenses for each COUNTY agreement, such that can be reconciled to an audit of any individual agreement. If CONTRACTOR receives in excess of \$500,000 in total funding from COUNTY in any one fiscal year, CONTRACTOR must have an independent/individual audit of each COUNTY agreement.
- (s) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made available for the State at its request.

**Section 7.03** 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, the CONTRACTOR shall 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.

**Article VIII. REPORT AND OTHER DOCUMENT SUBMISSION**

CONTRACTOR shall comply with the following timeframes for submitting reports and other documents required under the terms of this Agreement:

**Section 8.01** State Data Submission

Monthly reports shall be postmarked no later than the seventh (7th) day of each calendar month for receipt by the State Department of Alcohol and Drug Programs no later than the tenth (10th) day of each calendar month.

**Section 8.02** County Data Submission

License and/or certification changes, changes in modalities and/or populations served, documents related to client services, administrative activities, or other program operation functions shall be submitted within five (5) working days from the date of the event or request from the COUNTY.

**Section 8.03** Board of Directors Minutes

Submit within thirty (30) calendar days from the date of completion to Contract Administrator.

**Section 8.04** Notification of Injury or Death

Submit within twenty-four (24) hours of the event or date the event becomes known to CONTRACTOR.

**Section 8.05** Cost Report (as defined in Section 4.05)

Submit to Public Health Finance on or before September 15th of the year in which this Agreement is terminated.

**Section 8.06** Financial Statement

Provide Administrator two (2) copies of the CONTRACTOR's annual financial statement audit within fourteen (14) days after final audit is approved by CONTRACTOR's Board of Directors.

**Section 8.07** Sliding Fee Scale and Client Financial Assessment Form

Provide to Administrator no later than July 15 of the year in which this Agreement commences.

**Section 8.08** Waiting List

If wait time exceeds 30 days for any client, report in writing to Administrator no later than the 15th day of each month.

**Section 8.09** Noncompliance with Reporting Requirements

CONTRACTOR agrees that COUNTY has the right to withhold payments until CONTRACTOR has submitted any required data and reports to the State, as identified in Exhibit B, Document IF, "Reporting Requirement Matrix – County Submission Requirements for the Department of Alcohol and Drug Programs."

**Section 8.10** California Outcomes Measurement System (CalOMS) for Treatment (CalOMS Tx) and for Prevention (CalOMS Pv).

CONTRACTOR shall:

- (a) Conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS Tx data. If CONTRACTOR changes or modifies the CalOMS Tx IT system, then CONTRACTOR shall re-test and pass State certification prior to submitting data from new or modified system. CONTRACTOR must comply with ADP compliance requirements for data content, data quality, data completeness, reporting frequency, reporting deadlines, and report method.
- (b) Participate in CalOMS informational meetings, training, and readiness meetings for both CalOMS Tx and CalOMS Pv.
- (c) Implement and maintain a method for collecting and electronically submitting data for CalOMS Tx or subcontract for services to submit CalOMS Tx electronically.
- (d) Meet the requirements in the Privacy, Confidentiality and Information Security Provisions as outlined in Document 3K (as identified in Exhibit B).
- (e) The following business rules for the electronic submission of CalOMS Tx and CalOMS Pv data are:
  - (i) Prevention service/activity data is to be reported via CalOMS Pv by all funded primary prevention providers. Services are to be reported by the date of occurrence on a weekly basis. No more than one week's data shall be aggregated into one reported service.
  - (ii) All CalOMS Pv service/activity data shall be reviewed by each COUNTY and released to the State no later than the end of the first month following the close of each quarter. The reporting quarters are: July through September, October through December, January through March, and April through June.
  - (iii) Reporting progress on prevention goals and objectives via the Evaluation Module within CalOMS Pv shall be done on an annual basis. This information is due no later than August 31 of each fiscal year.
  - (iv) Electronic submission of CalOMS Tx data is due 45 days from the end of the last day of the report month.
  - (v) If the CONTRACTOR cannot submit CalOMS Pv data by the established due dates, the CONTRACTOR shall submit a written request for an extension. The written request shall be approved by the State prior to the established due date.

- (vi) If the CONTRACTOR experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS Tx and/or CalOMS Pv data, and/or to meet other CalOMS Tx and CalOMS Pv data compliance requirements, the CONTRACTOR shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the CONTRACTOR to resolve the problem before NNA payments are withheld.
- (vii) If the State-experiences system or service failure, no penalties will be assessed to CONTRACTOR for late data submission.
- (viii) CONTRACTOR shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding NNA funds.
- (ix) If the CONTRACTOR submits data after the established deadlines, due to a delay or problem, CONTRACTOR is still responsible for collecting and reporting data from time of delay or problem.

**Section 8.11** Drug and Treatment Access Report (DATAR)

- (a) The CONTRACTOR shall:
  - (i) Be responsible to submit a monthly DATAR report in an electronic copy format as provided by the State; and ensure that, should COUNTY consent, in writing, to the subcontracting of services, all treatment providers with whom CONTRACTOR makes a contract or otherwise pays for the services, and who are required to report CalOMS Treatment client data, submit monthly DATAR report in an electronic copy format as provided by the State.
  - (ii) Ensure that all DATAR reports are submitted to the State by the 10<sup>th</sup> of the month following the report activity month.
  - (iii) Ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data.
  - (iv) In those instances where the CONTRACTOR maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the CONTRACTOR shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.
- (b) Noncompliance Provision

The CONTRACTOR shall be considered compliant if a minimum of 95% of required DATAR reports from the CONTRACTOR's treatment providers are received by the due date.

## Article IX. USE OF FUNDS

### Section 9.01 Use of Substance Abuse Prevention and Treatment Funds

Non-profit Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30

(a) CONTRACTOR shall not use SAPT funds provided by this Agreement for the following purposes:

- (i) Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- (ii) Providing inpatient hospital services or purchasing major medical equipment.
- (iii) Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- (iv) Making cash payments to intended recipients of services through this Agreement.
- (v) Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- (vi) Paying an individual salary or compensation for services at a rate exceeding \$120,000 per year.
- (vii) Supplanting current funding for existing services.
- (viii) Fund-raising.

(b) In addition, unless otherwise specified in writing by Administrator, CONTRACTOR shall not use the funds provided by this Agreement for the following purposes:

- (i) Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, members of Board of Directors, or clients.
- (ii) Making personal loans to CONTRACTOR's staff or members of the Board of Directors, or making salary advances or giving bonuses to CONTRACTOR's staff.
- (iii) Reimbursement of CONTRACTOR's Board of Directors members for expenses or services.
- (iv) Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

### Section 9.02 Lobbying and Restrictions

Applicable to any federally funded grant or contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

(a) Certification and Disclosure Requirements:

- (i) Each person (or recipient) who requests or receives a contract, subcontract, grant, or sub grant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (Exhibit B attached hereto and incorporated by reference herein) entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Section 9.01 of this provision.
- (ii) Each recipient shall file a disclosure (in the form set forth in Exhibit B, Document IX, entitled "Disclosure of Lobbying Activities – Standard Form - LLL") if any funds

other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 this federal grant.

- (iii) Each recipient shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- (iv) 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 Section 9.02(a) of this provision herein. An event that materially affects the accuracy of the information reported includes:
  - 1) 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;
  - 2) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action;
  - 3) 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 Section 9.02(a)(i) of this provision a contract, subcontract, grant or sub grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
  - 5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Section 9.02(a)(i) of this provision. That person shall forward all disclosure forms to AOD program Contract Administrator.

### **Section 9.03** Prohibition

Title 31, USC, Section 1352, provides in part that no Federally appropriated funds may be expended, have been paid, or will be paid by the recipient of a federal contract, 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, 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, grant, loan, or cooperative agreement.

### **Section 9.04** Procurement Rules

Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (a) Equipment purchases shall not exceed \$50,000 annually.



- (b) All equipment purchases are subject to Section 9.04(d) through Section 9.04(h) of this Agreement.
- (c) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (i) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employees, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to the best of their knowledge, they have a financial interest.
  - (ii) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.
  - (iii) Procurements shall be conducted in a manner that provides for all of the following.
    - 1) Avoid purchasing unnecessary or duplicate items.
    - 2) Equipment 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 the State, prior written authorization from the Contract Administrator will be required before the CONTRACTOR or Subcontractor may make a purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. CONTRACTOR shall provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from its subcontractors and public utility services at rates established for uniform applicability to the general public.
- (e) In special circumstances, determined by the State (e.g., when the State has a need to monitor certain purchases, etc.), the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to request repayment for any CONTRACTOR and/or its Subcontractors purchase that the State determines to be unnecessary in carrying out performance under this agreement.
- (f) CONTRACTOR and/or its Subcontractors shall 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 its Subcontractors at any time.
- (g) For all purchases, CONTRACTOR and/or its Subcontractors shall maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. All records shall be sufficient to determine the reasonableness of costs incurred by the CONTRACTOR and/or its Subcontractors and must be capable of verification by qualified auditors. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the CONTRACTOR and/or its Subcontractors for inspection or audit.
- (h) The State 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 (b) of this provision by giving the CONTRACTOR no less than thirty (30) calendar days written notice.

**Section 9.05** Restrictions on Grantee Lobbying – Public Law No 109-149 §503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself, any State legislature, or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**Section 9.06** 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.

**Section 9.07** Religious Activity

No State or federal funds shall be used by the CONTRACTOR or its Subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by the CONTRACTOR or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.

**Section 9.08** Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC. Section 300x-65 and Title 42, CFR, Part 54, (Reference Exhibit B, Document IB).

**Section 9.09** Restrictions on Salaries

CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR or, should the COUNTY agree in writing to subcontracting, 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 <http://www.opm.gov/oca>. SAPT Block Grant 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 SAPT Block Grant funds.

**Section 9.10** Domestic Partners Act

Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of

\$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

**Section 9.11** Adherence to Computer Software Copyright Laws

CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that State or federal funds available under this Agreement will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).

**Section 9.12** Trafficking Victims Protection Act of 2000

Contractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For full text of the award term, go to: <http://www.samhsa.gov/grants/trafficking.aspx>.

**Section 9.13** Federal Funding Accountability and Transparency Act of 2005

CONTRACTOR must comply with the Federal Funding Accountability and Transparency Act of 2005 (Pub. L. 109-282).

**Article X. THIRD PARTY BENEFITS**

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

**Article XI. WAIVER OF DEFAULT OR BREACH**

COUNTY's waiver of any default or breach by the CONTRACTOR shall not be considered a waiver of any subsequent default or breach by CONTRACTOR. COUNTY's waiver of any default or any breach by CONTRACTOR shall not be considered modification of the terms of this Agreement.

**Article XII. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**Article XIII. CONTRACTOR TO COUNTY**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as Contractor only to COUNTY and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

**Article XIV. ASSIGNMENT AND DELEGATION**

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in

whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent federal and State statutes and regulations.

**Article XV. INDEPENDENT CONTRACTOR/LIABILITY**

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

**Article XVI. FISCAL CONSIDERATIONS**

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **Article XVII. DEFAULT, TERMINATION, AND CANCELLATION**

### **Section 1.02 Default**

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

- The loss by CONTRACTOR of legal capacity.
- Cessation of services.
- The delegation or assignment of CONTRACTOR's services operation or administration to another entity without written approval by Administrator.
- The continued incapacity of CONTRACTOR to perform duties required pursuant to this Agreement.
- Unethical conduct or malpractice by any person providing or supervising services pursuant to this Agreement or by any person administering program or providing programmatic fiscal management; provided, however, COUNTY may waive this option if CONTRACTOR removes such person from employment or from serving persons treated or assisted pursuant to this Agreement.
- Failure to implement a corrective action plan in accordance with Section 7.02(n) and Section 7.02(o) of this Agreement.
- The inability of CONTRACTOR to maintain all necessary licenses in accordance with Section 5.13 of this Agreement.
- Noncompliance with Section 5.08 of this Agreement.
- After receiving a Notice of Cancellation or Termination, CONTRACTOR shall do the following:
  - Comply with termination instructions provided by Administrator in a manner which is consistent with recognized standards of quality care and prudent business practice.
  - Obtain immediate clarification from Administrator of any unsettled issues of contract performance during the remaining Agreement term.

- If clients are to be transferred to another facility for services, furnish Administrator, upon request, all client information and records deemed necessary by Administrator to affect an orderly transfer.
- Assist Administrator in effecting the transfer of clients in a manner consistent with their best interest.
- Return to COUNTY, in the manner indicated by Administrator, any equipment and supplies purchased fully and explicitly for the purposes of this Agreement with funds provided by COUNTY.
- If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by Administrator.
- To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personnel services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of Administrator.
- The rights and remedies of COUNTY provided in this Article shall not be exclusive, and are in addition to any other rights and remedies provide by law or under this Agreement.

### **Section 1.03** Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

### **Section 1.04** Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

### **Section 1.05** Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **Article XVIII. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

PROGRESS HOUSE, INC.  
2844 COLOMA STREET  
PLACERVILLE, CA 95667  
ATTN: TOM AVEY, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

**Article XIX. INDEMNITY**

The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Article XX. INSURANCE**

CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

- In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

The certificate of insurance must include the following provisions stating that:

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.



The insurance companies shall have no recourse against the COUNTY of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

**Article XXI. INTEREST OF PUBLIC OFFICIAL**

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Article XXII. INTEREST OF CONTRACTOR**

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

**Article XXIII. CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR acknowledges that State laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5 apply to this Agreement. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving

written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

**Article XXIV. CALIFORNIA RESIDENCY (FORM 590)**

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The CONTRACTOR will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the CONTRACTOR during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**Article XXV. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)**

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**Article XXVI. COUNTY BUSINESS LICENSE**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a COUNTY business license unless exempt under County Code Section 5.08.070.

**Article XXVII. ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Health Services Department – Public Health Division Alcohol and Drug Program Manager, or successor.

**Article XXVIII. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Article XXIX. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Article XXX. VENUE**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**Article XXXI. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: *Neda West* Dated: 4-19-10  
Neda West, Director, Health Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: *Gayle Erbe-Hamlin* Dated: 5/12/10  
Gayle Erbe-Hamlin, Purchasing Agent  
Chief Administrative Office  
"COUNTY"

**-- CONTRACTOR --**

PROGRESS HOUSE, INC.

By: *Tom Avey* Dated: 04/23/2010  
Tom Avey, Executive Director  
"CONTRACTOR"

**SERVICE REIMBURSEMENT SCHEDULE**  
**El Dorado County Health Services Department – Public Health Division**  
**Substance Abuse and other Therapeutic Counseling and Treatment Services**

Services will be billable based on the specific types of services defined in each agreement. All rates may not apply within each individual agreement depending on type of service needed and/or availability and criteria of funding source.

Pursuant to CA Health and Safety Code Section 11758.42(h)(1) "Reimbursement to narcotic treatment program providers shall be limited to the lower of either the uniform statewide daily reimbursement rate, pursuant to subdivision (c), or the provider's usual and customary charge to the general public for the same or similar service."

All charges shall be based on the Medi-Cal Reimbursement Rate in effect at the time of service.

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Definitions:

**Program Code: 25 (Perinatal Services):** Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren).

**Program Code: 20 (Alcohol and Drug Services):** All clients, not included under Program Code: 25 (Perinatal Services).  
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Program Code: 20 (Alcohol and Drug Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Outpatient Drug Free (ODF) Individual Counseling</i>	50 Minutes	80-83	A face-to-face session between client and a therapist or counselor. Including, but not limited to: <ul style="list-style-type: none"> <li>• Dual Diagnosis</li> </ul>
<i>Outpatient Drug Free (ODF) Group Session</i>	1.5 Hours Two or more clients at the same time.	85-88	A face-to-face session in which one or more therapists or counselors treat a group of clients (see criteria by category), focusing on the needs of the individuals served. Group sessions may include: <ul style="list-style-type: none"> <li>• Anger Management</li> <li>• Parenting</li> <li>• Dual Diagnosis</li> </ul>
<i>Day Care Rehabilitative (DCR)</i>	Two or more clients at the same time	30-38	Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.
<i>Individual Assessment</i>	50-60 Minutes	80-83	The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.
<i>Intake</i>	50 Minutes	80-83	The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.
<i>Treatment Planning</i>	50 Minutes	80-83	Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

Program Code: 20 (Alcohol and Drug Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
Discharge	50 Minutes	80-83	Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.
Crisis Intervention	50 Minutes	80-83	Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.
Case Management	50 Minutes	80-83	Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month. Not billable per client.
Transitional House (per day)		\$17.50 per day	A clean and sober living environmental meeting the requirements of the California Association of Recovery Homes.
Residential Treatment (per bed day)		Up to \$92.00 per day	The actual rate will be negotiated between the purchaser and the vendor. The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA / NA.
Collaborative Case Management and Court Sessions		Up to \$60.00 per hour	Attendance at: <ul style="list-style-type: none"> <li>• Case Management Conference</li> <li>• Drug Court Session</li> </ul>
Substance Abuse Testing and Miscellaneous Fixed Rates		\$30.00 per test	Urinalysis substance abuse testing
		\$40.00 per test	Ethyl glucuronide testing (aka EtG testing)
		\$95.00 per test	Hair strand testing
		\$28.00 per hour	H.E.A.R.T.S.
		\$40.00 per test	HIV Test Pre and Post Counseling Services

Program Code: 25 (Perinatal Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Outpatient Drug Free (ODF) Individual Counseling</i>	50 Minutes	80-83	A face-to-face session between client and a therapist or counselor. Including, but not limited to: <ul style="list-style-type: none"> <li>• Dual Diagnosis</li> </ul>
<i>Outpatient Drug Free (ODF) Group Session</i>	1.5 Hours Two or more clients at the same time.	85-88	A face-to-face session in which one or more therapists or counselors treat a group of clients (see criteria by category), focusing on the needs of the individuals served. Group sessions may include: <ul style="list-style-type: none"> <li>• Anger Management</li> <li>• Parenting</li> <li>• Dual Diagnosis</li> </ul>
<i>Day Care Rehabilitative (DCR)</i>	Two or more clients at the same time	30-38	Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.
<i>Individual Assessment</i>	50-60 Minutes	80-83	The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.
<i>Intake</i>	50 Minutes	80-83	The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.
<i>Treatment Planning</i>	50 Minutes	80-83	Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

## Program Code: 25 (Perinatal Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Discharge</i>	50 Minutes	80-83	Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.
<i>Crisis Intervention</i>	50 Minutes	80-83	Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.
<i>Case Management</i>	50 Minutes	80-83	Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month. Not billable per client.
<i>Transitional House (per day)</i>		\$17.50 per day	A clean and sober living environmental meeting the requirements of the California Association of Recovery Homes.
<i>Residential Treatment (per bed day)</i>		Up to \$92.00 per day	The actual rate will be negotiated between the purchaser and the vendor. The delivery of services to females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA / NA.
<i>Collaborative Case Management and Court Sessions</i>		Up to \$60.00 per hour	Attendance at: <ul style="list-style-type: none"> <li>• Case Management Conference</li> <li>• Drug Court Session</li> </ul>
<i>Substance Abuse Testing and Miscellaneous Fixed Rates</i>		\$30.00 per test	Urinalysis substance abuse testing
		\$40.00 per test	Ethyl glucuronide testing (aka EtG testing)
		\$95.00 per test	Hair strand testing
		\$28.00 per hour	H.E.A.R.T.S.
		\$40.00 per test	HIV Test Pre and Post Counseling Services



EXHIBIT B  
AGREEMENT #097-110-P-E2010

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LIST OF DOCUMENTS INCORPORATED BY REFERENCE  
FISCAL YEAR 2009-10 - - NET NEGOTIATED AMOUNT AGREEMENT

<b>Document ID</b>	<b>Reference Document</b>
Document 1A	Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements  <a href="http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html">http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html</a>
Document 1B	Title 42, Code of Federal Regulations, Charitable Choice Regulations  <a href="http://www.access/gpo/gov/nara/cfr/waisidx_04/042cfr54_04.html">http://www.access/gpo/gov/nara/cfr/waisidx_04/042cfr54_04.html</a>
Document 1C	Driving-Under-the-Influence Program Requirements
Document 1D(a)	Services to California Department of Corrections and Rehabilitation (CDCR) – Parolee Services Network (PSN)
Document 1D(b)	SAPT Female Offender Treatment Project (FOTP)
Document 1F	Reporting Requirement Matrix – County Submission Requirements for the Department of Alcohol and Drug Programs
Document 1G	Perinatal Services Network Guidelines 2004 (for Non-DMC Perinatal Programs)  <a href="http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf">http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf</a>
Document 1H(a)	Service Code Descriptions
Document 1H(b)	Program Coding List
Document 1J(a)	NNA Audit Appeals Process
Document 1K	Drug and Alcohol Treatment Access Report (DATAR)  <a href="http://www.adp.ca.gov/datar/manuals/DATARWeb_manual.pdf">http://www.adp.ca.gov/datar/manuals/DATARWeb_manual.pdf</a>

Document 1P Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)  
[http://www.adp.ca.gov/Licensing/doc/Alcohol\\_andor\\_Other\\_Drug\\_Program\\_Certification\\_Standards.doc](http://www.adp.ca.gov/Licensing/doc/Alcohol_andor_Other_Drug_Program_Certification_Standards.doc)

Document 1T CalOMS Prevention User Manual  
[http://www.kitsco.com/casupport/WebHelp/1CalOMS\\_Manual.html](http://www.kitsco.com/casupport/WebHelp/1CalOMS_Manual.html)

Document 1V Youth Treatment Guidelines  
[http://www.adp.ca.gov/youth/pdf/Youth\\_Treatment\\_Guidelines.pdf](http://www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf)

Document 1W Certification Regarding Lobbying

Document 1X Disclosure of Lobbying Activities – Standard Form LLL  
<http://www.whitehouse.gov/omb/grants/sfillin.pdf>

Document 2F Standards for Drug Treatment Programs (October 21, 1981)  
[http://www.adp.ca.gov/dmc/pdf/DMCA\\_Standards\\_for\\_Drug\\_Treatment\\_Programs.pdf](http://www.adp.ca.gov/dmc/pdf/DMCA_Standards_for_Drug_Treatment_Programs.pdf)

Document 2P County Certification – Cost Report Year-End Claim for Reimbursement

Document 3G California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>

Document 3H California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>

Document 3J CalOMS Treatment Data Collection Guide  
[http://www.adp.ca.gov/CalOMS/pdf/CalOMS\\_Data\\_Collection\\_Guide.pdf](http://www.adp.ca.gov/CalOMS/pdf/CalOMS_Data_Collection_Guide.pdf)

Document 3K Privacy, Confidentiality and Information Security Provisions  
097-110-P-E2010

Document 3O Quarterly Federal Financial Management Report (QFFMR) 2008-09

[http://www.adp.ca.gov/NNA/support\\_files.shtml](http://www.adp.ca.gov/NNA/support_files.shtml)

Docment 3Q CalOMS Treatment Data Compliance Standards

[http://www.adp.ca.gov/CalOMS/pdf/CalOMS\\_Data\\_Compliance.pdf](http://www.adp.ca.gov/CalOMS/pdf/CalOMS_Data_Compliance.pdf)

Document 3T ADP Local Assistance Funding Matrix