

AGREEMENT FOR SERVICES #192-S1711

Alcohol and Drug Treatment Services

THIS AGREEMENT is 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 WellSpace Health, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501(c)(3) of the Internal Revenue Code of 1986 and a Federally Qualified Health Center, whose principal place of business is 1820 J Street, Sacramento, CA 95811, and whose Agent for Service of Process is Alisdair J. Porteus, 1304 O Street, #336, Sacramento, CA 95816 (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide inpatient detoxification, residential alcohol and drug treatment services, counseling services, and substance abuse testing on an “as requested” basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA); 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 (all references to “State” in this Agreement shall mean the State of California unless otherwise specified) 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 County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

County Responsibilities: County shall be responsible for the assessment of each Client identified as eligible for services pursuant to this Agreement. As applicable, County's Contract Administrator or designee shall complete and submit a "Treatment Authorization Form" (Authorization) attached hereto as Exhibit A and incorporated by reference herein, authorizing services for each Client. The Authorization may be modified as necessary and as agreed to by Contractor and Contract Administrator. In addition, County shall be responsible for the following:

- Annual site inspection to evaluate the work performed or being performed hereunder, including subcontracted supported activities and the premises in which it is being performed.
- Monitoring of invoices and services to verify adherence to the funding requirements.
- Monitoring of program to verify adherence to terms and conditions pursuant to this Agreement.

Contractor Responsibilities: Consistent with applicable federal and state laws, Contractor shall provide the personnel and services necessary to provide alcohol and drug program services (service) on an "as requested" basis to clients (Client) referred by the County's Health and Human Services Agency (HHSA) - Alcohol and Drug Programs. All services provided pursuant to this Agreement shall be in accordance with the terms and conditions set forth herein. Contractor shall provide a cohesive system for the intervention, assessment, education, and treatment of Clients referred by HHSA.

Contractor agrees to admit, on a priority basis, pregnant individuals, and to advise individuals seeking treatment of these priority admission provisions. Perinatal treatment services shall follow the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, or as may be amended or replaced, promulgated pursuant to 45 CFR 96.137.

Drug Medi-Cal beneficiaries shall not be denied services based upon the beneficiaries' county of residence.

Services may include, but are not limited to the following:

- Withdrawal Management/ Detoxification services
- Drug testing
- Multidisciplinary team meetings
- Residential treatment services
- AB 109 Treatment Services

Additionally, AB 109 Treatment Services shall be provided to only those clients identified by HHSA as eligible for AB 109 Treatment Services. HHSA shall complete an Authorization for AB 109 Treatment Services. Within twenty-one (21) days of initial intake, Contractor shall submit to HHSA, a progress report and a copy of the signed Treatment Plan. Upon request, but no less than monthly, Contractor shall provide further client progress updates utilizing the County-provided progress report format (Exhibit B). In addition, Contractor shall report client progress at Multidisciplinary Team meetings. Contractor shall report to the Multidisciplinary

Team when a client successfully completes the drug treatment program within ten (10) days of completion of the program. Contractor shall notify the HHSA Alcohol and Drug Program case manager within ten (10) days of the date Contractor learns of client non-compliance with the program.

Youth treatment services shall follow the “Youth Treatment Guidelines” http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf or as may be amended.

ARTICLE II

Term: This Agreement shall cover the period of November 1, 2016 through October 31, 2019, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

ARTICLE III

Compensation for Services:

A. Rates: Contractor shall use the County “standardized rate structure,” which uses the most current California Drug Medi-Cal (DMC) Alcohol and Drug Services Program “Regular DMC” and “Perinatal DMC” rates (collectively, “DMC rates”) as its benchmark. All rates are inclusive of preparation and documentation time.

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>Client Progress Reports. Upon Program Coordinator’s request and/or no later than thirty (30) days after the end of each service month, Contractor shall provide the Program Coordinator, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.</p>	<p>No Charge</p>
<p>Court Appearances. Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session for time actually spent at the subpoenaed court session. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current DMC Reimbursement Rate (Regular DMC) Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate</p>
<p>Court Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session for the time Contractor appeared in person at Court Meeting, and pro-rated for</p>	<p>Current DMC Reimbursement Rate (Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate.</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
time actually spent at the pertinent court session. If Court's meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.	
Court Documents Preparation. Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.	Current DMC Reimbursement Rate (Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate
Multidisciplinary Team Meeting. Upon written request by County and for time actually spent in the meeting. Contractor shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting Participation. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	Current DMC Reimbursement Rate (Regular DMC) for Outpatient Drug Free Individual Counseling UOS Rate

For the purposes of this Agreement:

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved DMC rates are located on the California Department of Health Care Services (DHCS) website at the following website address: <http://www.dhcs.ca.gov/>.¹
- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California's announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the State's Budget Act.²

Substance Abuse Testing Service Rates: Contractor shall only bill County for Substance Abuse Testing provided in this Agreement using the below rates. Client(s) admitted to residential treatment or transitional living treatment shall receive drug testing services. The cost of such drug testing services shall be included in Contractor's rate for residential or transitional living treatment services, and shall not be billed separately. All tests shall be sent to the lab for

¹ The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on "Forms, Laws, & Publications" and type "Proposed Drug Medi-Cal Rates" in the "Search" bar.

² The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.ebudget.ca.gov>

confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.

SUBSTANCE ABUSE TEST	RATE
Substance Abuse Tests: Urinalysis collection and written analysis of findings. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff. Substance Abuse tests include 4-panel urinalysis and 80 hour EtG.	Urinalysis: \$20.00 per test EtG: \$20.00 per test

Residential Service Rates: Contractor may only bill for residential services provided under this Agreement using the below negotiated rates.

Residential Services		Rate
Residential Treatment Services	Per Individual Client	\$92.00 per bed day
Withdrawal Management/Detoxification Services: Includes medically monitored detoxification services, individual and group counseling, stress reduction, drug/alcohol information, access to Alcoholics Anonymous and Narcotics Anonymous meetings, exercise, and other community and referred resource services.	Per Individual Client	\$155.00 per bed day

B. Funding Categories: Contractor shall maintain familiarity with Federal and State laws, rules, and regulations pertaining to the services provided under this Agreement, to ensure accurate service charges. Contractor shall submit separate invoices that clearly identify the Funding Category for the service provided. Funding categories include but are not limited to the following:

1. AB 109 Treatment Services: Funding for services provided herein is provided by the 2011 El Dorado Public Safety Realignment Implementation Plan, and is subject to all laws and regulations promulgated under California Assembly Bill (AB) 109, AB 116, AB 117, ABXI 16 and ABXI 17, Statutes of 2011. Contractor shall only use AB 109 funds, and shall not use any other funding sources, to provide services to AB 109 eligible clients. Services may only be provided if County refers a client to Contractor via an Authorization.
2. Drug Court Treatment Services: These services are funded with Local Realignment Revenue. Services may only be provided if County refers a client to Contractor via an Authorization.
3. Alcohol and Other Drug Counseling and Treatment Services (AOD Counseling Services): Services may be provided to clients who may be referred to Contractor by County, or may be a self-referral. There are two funding components to AOD Counseling Services: 1) Drug Medi-Cal and 2) Federal Block Grant Funds.
 - a. 2011 Realignment Drug Medi-Cal: Drug Medi-Cal is a treatment program as defined in

Title 22, California Code of Regulations (CCR). Contractor shall bill County in accordance with Title 22 CCR service definitions and utilizing the “County Standardized Rate Structure.” Effective July 1, 2011 Local Realignment Revenues are used to fund DMC services to Drug Medi-Cal clients, including Minor Consent Services.

- i. Federal Financial Participation (FFP) or Federal match on Drug Medi-Cal: This funding is the Federal share of the Drug Medi-Cal (Medicaid) Program. The match, which varies by year, is usually at or near fifty percent (50%).
 - ii. Drug Medi-Cal Eligibility Accepted as Payment in Full: Except where a share of cost, as defined in 22CCR 50090 is applicable, providers shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Providers shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- b. Services under the Alcohol and Other Drug Counseling and Treatment Services category that are not funded by Drug Medi-Cal shall be funded by the Federal Block Grant – Substance Abuse Prevention and Treatment (SAPT): These are Federal funds which are to be used for specific services, and requires an Authorization. Services are as follows:
- 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 Perinatal Set Aside: These funds are for substance abuse services designated for pregnant/postpartum women.
 - iii. SAPT Federal Block Grant Adolescent and Youth Treatment Programs: These funds are for substance abuse services to youth age 12 through 17 years (inclusive), as described in ADP’s Youth Treatment Guidelines (2002).

Notwithstanding the foregoing, Federal Block Grants Management Guidelines require Contractor to ensure that Federal Block Grant funds are the “payment of last resort” for Alcohol and Other Drug Treatment Services subsidized under this Agreement. For that reason, Contractor shall comply with the following guidelines with regard to charges for services, including the establishment of a sliding scale fee schedule. The sole purpose of the sliding scale is for use in billing clients for Alcohol and Other Drug Counseling Treatment Services.

- **Client Fees:** Contractor may charge a fee to clients for whom services are provided pursuant to this Agreement, assessing ability to pay based on individual expenses in relation to income, assets, estates, and responsible relatives. 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 inability to pay. Determination of fees shall be established in accordance with a fee scale developed by Contractor, approved by the Contract Administrator, and attached hereto as Exhibit C.
- **Client Financial Assessment:** Contractor shall certify all clients whose alcohol and drug treatment services are subsidized under this Agreement as unable to pay the amount charged to this Agreement. The certification of each client who is unable to pay shall be documented in writing on a Client Financial Assessment Form, which is developed by Contractor and approved by Contract Administrator. This completed document shall be

maintained by the Contractor in the client's file.

In addition, Contractor must demonstrate that Contractor cannot collect at the "County Standardized Rate" from an insurance carrier or other benefit program, including but not limited to (1) the Social Security Act, including Title 19 CCR and Title 22 CCR programs, (2) any State compensation program, and (3) any other public assistance program for medical expenses, any grant program, or any other benefit program. Thereafter, Contractor may bill County for Alcohol and Other Drug Counseling Treatment Services using the County Standardized Rate Structure as in the Article titled, "Compensation for Services," herein for any amount equal to the difference between the "County Standardized Rate" and the amount received by Contractor from a separate funding source.

Unspent funding may be carried forward from fiscal year to fiscal year, for the term of this Agreement, unless otherwise re-allocated by County in accordance with the Article titled "Changes to Agreement." County shall provide written approval to Contractor to carry over unspent funding.

- C. Invoices: Contractor shall submit an original invoice that shall contain all of the following data:
1. All services provided shall be billed at no more than the units of measure defined in the Article titled "Compensation for Services."
 2. All invoices to County shall be supported at Contractor's facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: Ledgers, books, vouchers, time sheets, payrolls, signed attendance rosters, client data cards, and cost allocation schedules. County may require Contractor to submit backup documentation that supports monthly invoices along with any or all invoices. Failure of Contractor to supply requested documentation in support of any invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices and backup documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.
 3. All Contractor costs must be allowable pursuant to applicable Federal and State laws, regulations, policies and procedures, as set forth herein.

County shall not pay for any invoices that have not been approved in writing by the Contract Administrator or designee, incomplete services, "no show" cancellations, telephone calls or for the preparation of progress reports. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with "white-out" types of corrections shall not be accepted.

Contractor is strongly advised to submit monthly invoices along with written authorizations, as applicable, to perform invoiced services, to HHSA no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides Client services in accordance with the Article titled "Scope of Services." Failure to submit invoices by the 15th of the month following the end of a service month, failure to attach signed written authorization(s) as applicable to perform the invoiced service(s) or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County,

Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

Invoices
County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit

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. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- a. For the period **July 1st through April 30th** of this Agreement: Supplemental invoices for additional services as defined in the Article titled “Scope of Services” received after the second Monday in May, shall be neither accepted nor paid by the County.
- b. For the period **May 1st through June 30th** of this Agreement: Any supplemental invoices for additional services as defined in the Article titled “Scope of Services” received after the second Monday in July, shall be neither accepted nor paid by the County.

D. Payment: County shall pay Contractor monthly in arrears. Monthly payments are standardized payments only, and subject to final settlement in accordance with the Article titled “Cost Report” in this Agreement for Services. 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:

- 1. If Contractor is a Drug Medi-Cal certified facility, Drug Medi-Cal services shall be billed to County by unit of service at an amount not exceeding the rates specified in the Article titled “Compensation for Services.” The total payments shall not exceed the maximum obligation, as set forth herein.
 - a. All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth herein.
 - b. Costs shall be reconciled annually in the cost report, as detailed in the Article titled “Cost Report” of this Agreement. The cost report settlement is the process that determines whether standardized rates were an accurate representation of actual costs.
 - c. Settlement based on Cost Report findings shall pertain to Drug Medi-Cal only.
- 2. 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 the section titled “Continuous Operation” of this Agreement.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not

exceed \$120,000.00 for all of the stated services during the term of the Agreement.

ARTICLE V

Cost Report:

- A. Contractor shall submit a State Alcohol and Drug Cost Report to HHSA on or before September 15 for each year of this Agreement, covering all expenditures for services provided herein.
- 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 Contract 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. 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 is lower than the aggregate of monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made 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 Title 22 CCR 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 Local Realignment Revenue 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 VI

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

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 VIII

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 IX

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.

ARTICLE X

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 XI

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 XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

A. 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.

B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. 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.
- D. 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 XIV

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 and Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

WELLSPACE HEALTH
1820 J Street
Sacramento, CA 95811
ATTN: CEO or successor

or to such other location as the Contractor directs.

ARTICLE XV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

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 attorney's 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 XVII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. 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.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. 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.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or

- proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. 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.
- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
 - I. 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 in excess of the Contractor's insurance and shall not contribute with it.
 - J. 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.
 - K. 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.
 - L. 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.
 - M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
 - N. 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.
 - O. 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 protection of the County.

ARTICLE XVIII

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 XIX

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 XX

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 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 XXI

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XXII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIII

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 XXIV

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 XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, certifications, approvals, waivers, and exemptions that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement. Contractor shall notify Contract 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.

ARTICLE XXVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Shirley White, Manager, or successor.

ARTICLE XXVII

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 XXVIII

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 XXIX

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 XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXI

Additional Terms and Conditions: Contractor and all subcontractors agree to comply with all applicable provisions of the State of California Standard Agreement between County and the California Department of Health Care Services, "Substance Use Disorder Agreement" available at www.edcgov.us, Health and Human Services Agency Contractor Resources. Noncompliance with the aforementioned agreement and its terms and conditions may result in termination of this Agreement by giving written notice as detailed in the Article titled, "Default, Termination, and Cancellation." Additional terms and conditions include, but are not limited to the following:

- 1. Non-discrimination:** Assurance of compliance with federal and state laws, incorporated into this agreement by reference and made a part hereof as if set in forth in full, Contractor shall not unlawfully discriminate against any person.

Federal Law Requirements as they relate to Non-discrimination:

- Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- 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 USC 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 individuals with disabilities.
- Executive Order 11246 [42 USC 2000(e) et seq. and 41 CFR Part 60] regarding the discrimination 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 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.
- Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

State Law Requirements as they relate to Non-discrimination:

- 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 8 of the CCR, commencing with Section 10800.
- 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.
- Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the state to withhold payments under this agreement or to terminate all, or any type, of funding provided hereunder.

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

2. **Access to Services:** Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through the use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.

When a request for covered services is made by a client, contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

Contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

Contractor shall provide services in compliance with Section 504 of the Rehabilitation Act of 1973 (as amended), Title 45 part 84, and the Americans with Disabilities Act of 1990 to ensure that Clients have access to services and that services are provided services without regard to physical disability, mental disability, race, color, creed, national origin, sex, or age.

3. **Drug-Medi-Cal Certification:** Contractors who provide perinatal Drug Medi-Cal (DMC) services, shall be properly certified to provide these services and Contractor must comply with the requirements contained in Title 22, Section 51341.1, "Services for Pregnant and Postpartum Women". Additionally, the following regulations and guidelines must be followed: Title 21 CFR Part 1300 et seq.; Title 42 CFR Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 9 CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000 et seq.; and Title 22 CCR, Division 3, Chapter 3, Sections 51000 et seq. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

- 4. Cultural and Linguistic Proficiency; Translation Services:** Contractor shall ensure equal access to quality care by diverse populations and shall adopt the federal Office of Minority Health Culturally and Linguistic Appropriate Service (CLAS) national standards. The standards are available at <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> or as may be updated.

Additionally, Contractor shall provide translation services pursuant to Government Code section 7290-7299.8, known and cited as the Dymally-Alatorre Bilingual Services Act. Contractor shall 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.

Contractor shall ensure that the Client's primary spoken language and self-identified race and ethnicity are included in the CalOMS AVATAR system, the provider's management information system, as well as any Client records used by provider staff.

Contractor shall 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>.

Contractor shall provide services pursuant to this Agreement, to the extent feasible, 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.

- 5. Barriers to Service:** Contractor shall assure that in planning for the provision of services, the following barriers to service are considered and addressed:
- Lack of educational materials or other resources for the provision of services; and
 - Geographic isolation and transportation needs of persons seeking services or remoteness of services; and
 - Institutional, cultural, and/or ethnicity barriers; and
 - Language differences; and
 - Lack of service advocates; and
 - Failure to survey or otherwise identify the barriers to service accessibility; and
 - Needs of persons with a disability.
- 6. 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 et seq.

7. Limitation on the Use of Funds for the 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) or as may be amended.

8. Restriction on Distribution of Sterile Needles: Funds through this Agreement shall not be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

9. Communicable Diseases, including Tuberculosis Treatment and Human Immunodeficiency Virus (HIV) Early Intervention Services:

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

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

Contractor shall ensure the following, related to HIV Early Intervention Services:

- Routinely make available HIV Early Intervention Services, including outreach, linkage to appropriate medical treatment, and education for Clients receiving treatment for alcohol and other drug use and/or abuse.
- Contractor shall specify which days and which HIV Early Intervention Services will be available at Contractor's place of business.

10. 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 (<http://www.calregs.com>). 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 HHSA's written request. Contractor shall report findings of said investigation to the Contract Administrator, along with a plan for corrective action.

11. 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).

12. Federal Equal Opportunity Requirements: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government Federal Rehabilitation Act of 1972 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Federal Government or State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' as supplemented by regulation at 41 CFR Part

60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1972, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the requirements herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with the procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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, must comply with the provisions contained in this Agreement.

- 13. Participation in Training:** Contractor shall attend relevant substance abuse training programs and/or conferences as requested by HHSA.
- 14. Record Retention:** Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State, or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by Federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists, and/or other licensed professionals. If, at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service.
- 15. Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement.

County shall promptly advise Contractor which records are to be transferred to the custody of the County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation proper destruction of all such records to County.

16. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, all recipients and sub-recipients of federal funds must be provided with the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers and program titles for programs administered by the County on behalf of DHCS that may apply to this contract:

CFDA Number	Program Title
93.959	Substance Abuse and Mental Health Services Administration (SAMHSA) Block Grant for Prevention and Treatment of Substance Abuse (SABG)
93.778	Medi-Cal Assistance Program Title XIX

17. Annual Audit and Program Integrity: Pursuant to the Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County’s Health and Human Services Agency at the address listed in Agreement’s “Notice to Parties” Article within thirty (30) days of Contractor’s receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement’s Article titled “Notice to Parties.”

Further, through a system of oversight, Contractor is responsible for ensuring program integrity of its services, which shall include compliance with federal and state law and regulations, including but not limited to: 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et seq., 42 CFR 456 et seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, Welfare and Institutions Code (WIC) 14124.0, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.

18. Accounting Systems and Financial Records and Inspections and Audits: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor’s records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” More particularly, Contractors are responsible for complying with the

Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to” the expenditure of any “special” or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.

Inspections and Audits: Because the compensation paid to Contractor pursuant to this Agreement is comprised of funding as outlined in the Article titled, “Compensation for Services,” 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 (3) years from the date that final payment is made pursuant to the Agreement (Government Code Section 10527).
- Contractor agree 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 all relevant information requested.
- All expenditures of state and federal funds, if any, furnished to the Contractor pursuant to this Agreement are subject to audit by the County and state. Such audits shall consider and build upon external independent audits performed pursuant to the audit requirements of the Office of Management and Budget Uniform Grants Guidance. Objectives of the audits may include, but are not 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.
 - To determine the facts in relation to analysis of data, complaints, or allegations that 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 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 shall be sufficient basis to terminate the Agreement for cause or default.

In the event of a conflict between federal, state, county rules, laws, or regulations, the most stringent shall apply.

19. Control Requirements: Performance of this Agreement is subject to all applicable federal and state laws, regulations, and standards. In accepting this Agreement, contractor shall establish written procedures consistent with the following requirements, monitor for compliance with written procedures, and be held accountable for audit exceptions taken by the State against the County and the Contractor for any failure to comply with these requirements:

- Health and Safety Code, Division 10.5, commencing with Section 11760.
- Title 9 CCR (herein referred to as Title 9), Division 4, commencing with Section 9000.
- Government Code Section 16367.8.
- 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.
- Title 42 United States Code (USC) Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66.
- The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507), and the Uniform Grants Guidance.
- Title 45, CFR Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- Title 42, CFR Sections 8.1 through 8.64.
- Title 21, CFR Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40 of Statutes of 2011 and Chapter 13 Statutes of 2011, First Extraordinary Session), Contractors that provide Women and Children's Residential Treatment Services 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 and Pregnant and Postpartum Women, found at <http://www.samhsa.gov/grants/grant-announcements/ti-14-005>.

Contractor shall adhere to the applicable provisions of Title 45 CFR Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds.

Further, Contract 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 and 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.

Contractor shall actively participate and cooperate with any persons specified in the section titled, "Inspections and Audits" 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.

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 \$500,000 or more, Contractor must obtain and audit in accordance with OMB Uniform Grants Guidance, or as may be amended during the term of this Agreement.

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 shall be deemed to constitute "records" for the purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.

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 time to inspection and audit reproduction by County.

Within fourteen (14) days after final audit is approved by Contractor's Board of Director, Contractor shall forward to Contract 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.

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 here in 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.

Contractor shall 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.

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 the section titled "Cost Report" of this Agreement.

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 or each County agreement.

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.

The provisions of this section are not intended to abrogate any provisions of law or regulations, or any standards existing or enacted during the term of this Agreement.

20. Reporting to County:

State Data Submission: Contractor shall submit to County 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) and Drug and Alcohol Services Information System (DASIS) Uniform Facilities Data Set (UFDS).

California Outcomes Measurement Systems (CalOMS): Contractor shall enter treatment admissions and discharge information into a specific database as directed by County and shall, on a monthly basis, submit same to HHSA Alcohol and Drug Program designee for submission to the State CalOMS database.

County Data Submission: Contractor shall report to HHSA 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 HHSA, Contractor shall submit documents related to Client services, administrative activities, or other program operation functions.

Board of Director's Minutes: Contractor shall provide Contract Administrator the minutes of

all Contractors' monthly Board of Director's meetings to include monthly Treasurer's report. Notification of Injury or Death: Contractor shall notify Contract 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

21. Federal and State Law Requirements: 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:

- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination based on age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- 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.
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism.
- Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination based on drug abuse.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination based on handicap.
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment and Americans with Disabilities Act (ADA) of 1990 (42USC12101 et seq.)
- 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.
- Title 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.
- No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, religious 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. If an organization conducts such activities, it must offer them separately, in a time or location, from the programs or services for which it provides services funded through this Agreement, and Client participation must be voluntary. If a Client has an objection to the religious charger of the organization, County shall refer Client to another provider.
- Public Law 106-310, which addresses nondiscrimination and institutional safeguards for

religious providers, and which is implemented through Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

- California State Department of Alcohol and Drug Programs Certification Standards (July 1999).
- California State Department of Alcohol and Drug Programs Perinatal Services Network Guidelines (2015).
- Trafficking Victims Protection Act of 2000.
- California Health and Safety Code, Divisions 10.5 and 10.6, and Section 11758.12(d).
- CCR Title 22.
- CCR Title 9, Division 4.
- Code of Federal Regulations (CFR), Title 21, Title 41, Title 42, and Title 45.
- OMB Uniform Grants Guidance.
- Public Law 103-227, also known as the Pro-Children Act of 2001.
- California Government Code Section 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations.
- California Labor Code Section 6404.5.
- Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.
- Contract Work Hours and Safety Standards Act.
- Copeland “Anti-Kickback” Act.
- Davis-Bacon Act.
- 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 31.
- Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

22. Drug-Free Workplace Requirements: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and any subsequent amendments, and will provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying action so be taken against employees for violations.
- Establish a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace, the organization’s policy of maintaining a drug-free workplace, the available counseling/rehabilitation/and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.
- Contractor shall provide employees with a copy of the organization’s drug-free workplace policy statement, and employees shall agree to comply with the terms of the organization’s policy statement as a condition of employment.

Failure to comply with these requirements may result in the suspension of payments, termination of this Agreement, or both suspension of payments and termination of this Agreement, and the Contractor may be ineligible for future State-funded contracts with the

County.

23. 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.

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

- Contractor shall not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract.
- No state funds received under this Agreement shall be used to assist, promote, or deter union organizing.
- Contractor shall not use any state property for any business conducted under this Agreement 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 public for holding meetings.
- If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall 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.

25. Lobbying: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. 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.

26. Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of

California or its officer or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

27. HIPAA Compliance: By signing this Agreement, Contractor agrees to comply with Exhibit D, Business Associate Agreement, and Exhibit E, Confidentiality and Information Security Provisions/Confidentiality attached hereto and incorporated by reference herein.

ARTICLE XXXII

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 Contract Administrator Concurrence:

By: Shirley White Dated: 8/24/16
Shirley White
Manager
Health and Human Services Agency

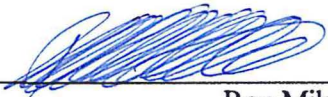
Requesting Department Head Concurrence:

By: Patricia Charles-Heathers Dated: 8/24/16
Patricia Charles-Heathers, Ph.D.
Director
Health and Human Services Agency

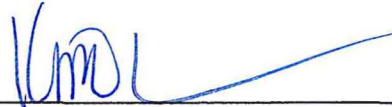
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/11/16

By: 
Ron Mikulaco, Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/11/14

-- CONTRACTOR --

WELLSPACE HEALTH
A CALIFORNIA CORPORATION

By: 
A. Jonathan Porteus, Ph.D.
CEO
"Contractor"

Dated: 9/12/16

hl



**EL DORADO COUNTY
HEALTH AND HUMAN SERVICES AGENCY**

Mental Health

Treatment Authorization Form

Client Name: _____

Case #: _____

Client is directed to contact the provider to schedule an intake appointment: _____
by: _____
(Time & Date)

Wellspace Health
1820 J Street
Sacramento, CA 95811

Progress House
2844 Coloma Street
Placerville, CA 95667

Community Recovery Resources
180 Sierra College Drive
Grass Valley, CA 95945

Authorization Dates: _____

Treatment Plan Due Date: _____

Treatment Service **Detoxification** **Residential** **Transitional**

Counseling <input type="checkbox"/> Individual Counseling #: _____ <input type="checkbox"/> Group Counseling #: _____ <input type="checkbox"/> Family Counseling #: _____	(Per month)	Residential <input type="checkbox"/> Men's <input type="checkbox"/> Perinatal Women <input type="checkbox"/> Non-Parenting Women	<input type="checkbox"/> Transitional Living <input type="checkbox"/> # of Children <input type="checkbox"/> Substance Abuse Test
# of Days: _____ (Residential or Transitional)			

Comments:

You will be contacted when Progress Reports are due.

Authorization By:

Supervising Health Education Coordinator

Date

Name (Printed)
(530) 621-6207 /Fax: (530) 295-2596

The Client failed to contact the Provider as directed.
 The Client contacted the Provider, but failed to show for intake on: _____
Date

Comments:

Provider Signature

Date

Name (Printed)



Alcohol and Drug Programs Treatment Services TREATMENT PROVIDER'S PROGRESS REPORT

Please fax to Case Manager: _____ at 530-295-2596
(Enter Client's Case Manager Name)

CLIENT NAME: _____ Date: _____

Reporting Period: _____ to _____ Intake Date: _____ TX Plan Date: _____

Current Level of Care: _____ Projected Date of Completion: _____

PROGRESS: Describe client's progress toward tx plan goals, goals achieved and/or any modifications made to tx plan.

TREATMENT ATTENDANCE: _____ # of Group Sessions Attended _____ # of Individual Sessions Attended
_____ # of Group Session Absences _____ # of Individual Session Absences

Describe any attendance issues and interventions regarding attendance: _____

DRUG TESTING: List dates of Urinalysis Tests: _____

Were all tests negative? _____ Yes _____ No If No, list date of positive test and specify which substance was detected: _____

Describe intervention following positive UA: _____

SUPPORT GROUP ATTENDANCE:

Per client's treatment plan, client is assigned to attend _____ support group meetings per week.

Is client in adherence to treatment plan regarding support group attendance? _____ Yes _____ No

Describe intervention to bring client into adherence with support group attendance goal: _____

OTHER COMMENTS OR RECOMMENDATIONS: You may attach any other comments/recommendations to this form.

Print Counselor Name & Agency Name

Certification/License Title

Counselor Signature

WellSpace Health

Annual Income Levels

2016-2017

Eligibility For Sliding Scale Discount

YEARLY	A		B		C		D		E		>200%
	100%		125%		150%		175%		200%		
Persons in Family	From	Thru	From	Thru	From	Thru	From	Thru	From	Thru	
1	\$0	\$11,380	\$11,881	\$14,850	\$14,851	\$17,820	\$17,821	\$20,790	\$20,791	\$23,760	\$23,761
2	\$0	\$16,620	\$16,021	\$20,025	\$20,026	\$24,030	\$24,031	\$28,035	\$28,036	\$32,040	\$32,041
3	\$0	\$20,160	\$20,161	\$25,200	\$25,201	\$30,240	\$30,241	\$35,280	\$35,281	\$40,320	\$40,321
4	\$0	\$24,300	\$24,301	\$30,375	\$30,376	\$36,450	\$36,451	\$42,525	\$42,526	\$48,600	\$48,601
5	\$0	\$28,440	\$28,441	\$35,550	\$35,551	\$42,660	\$42,661	\$49,770	\$49,771	\$56,880	\$56,881
6	\$0	\$32,580	\$32,581	\$40,725	\$40,726	\$48,870	\$48,871	\$56,015	\$56,016	\$65,160	\$65,161
7	\$0	\$36,730	\$36,731	\$45,913	\$45,914	\$55,095	\$55,096	\$64,278	\$64,279	\$73,460	\$73,461
8	\$0	\$40,890	\$40,891	\$51,113	\$51,114	\$61,335	\$61,336	\$71,558	\$71,559	\$81,780	\$81,781
	\$10.00		\$20.00		\$30.00		\$40.00		\$50.00		100% = \$120.00

Monthly	A		B		C		D		E		>200%
	100%		125%		150%		175%		200%		
Persons in Family	From	Thru	From	Thru	From	Thru	From	Thru	From	Thru	
1	\$0	\$960	\$931	\$1,233	\$1,239	\$1,485	\$1,486	\$1,733	\$1,734	\$1,980	\$1,981
2	\$0	\$1,335	\$1,335	\$1,669	\$1,670	\$2,003	\$2,004	\$2,333	\$2,337	\$2,670	\$2,671
3	\$0	\$1,680	\$1,681	\$2,100	\$2,101	\$2,520	\$2,521	\$2,940	\$2,941	\$3,360	\$3,361
4	\$0	\$2,025	\$2,026	\$2,531	\$2,532	\$3,038	\$3,039	\$3,544	\$3,545	\$4,050	\$4,051
5	\$0	\$2,370	\$2,371	\$2,963	\$2,964	\$3,555	\$3,556	\$4,145	\$4,149	\$4,740	\$4,741
6	\$0	\$2,715	\$2,716	\$3,394	\$3,395	\$4,073	\$4,074	\$4,751	\$4,752	\$5,430	\$5,431
7	\$0	\$3,061	\$3,062	\$3,826	\$3,827	\$4,591	\$4,592	\$5,356	\$5,357	\$6,122	\$6,123
8	\$0	\$3,408	\$3,409	\$4,259	\$4,260	\$5,111	\$5,112	\$5,933	\$5,964	\$6,815	\$6,816
	\$10.00		\$20.00		\$30.00		\$40.00		\$50.00		100% = \$120.00

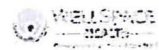


Exhibit D

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:

- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy

of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Exhibit E
Confidentiality and Information Security Provisions/Confidentiality

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to CFR 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally identifiable information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor

1. **Permitted Uses and Disclosures:** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
2. **Specific Uses and Disclosures provisions:** Except as otherwise indicated in the agreement, Contractor shall:
 - a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information, which is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable through any means.

B. Responsibilities of Contractor

1. **Contractor agrees to safeguards:**
 - a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a) Network based firewall and/or personal firewall; and
 - b) Continuously updated anti-virus software; and
 - c) Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects: To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
4. Agents and Subcontractors of Contractor: To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
5. Notification of Electronic Breach or Improper Disclosure: During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within twenty-four (24) hours of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the County Privacy Officer, postmarked within ten (10) working days of the discovery of the breach.

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 in accordance with laws and regulations as outlined below.

Contractor shall provide HHS with information concerning such safeguards upon request. Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII), as well as the following:

- A. Civil Code Section 1798.80 through 1798.82 - Customer Records (breach of security)
- B. Civil Code Section 1798.85 - Confidentiality of Social Security Numbers
- C. Civil Code Sections 56 through 56.37 - Confidentiality of Medical Information Act
- D. HSC Sections 11812 and 11845.5
- E. HSC Sections 123110 through 123149.5 - Patient Access to Health Records
- F. Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
- G. Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
- H. Title 42, CFR Part 2
- I. Title 45, CFR Parts 160, 162, and 164 - the Health Insurance

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to, disclose, or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI" and Electronic Protected Health Information or "EPHI"), Contractor shall maintain the security and confidentiality of such PHI or EPHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.