

TULARE COUNTY AGREEMENT NO. 2860916

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and ADDICTION RESEARCH AND TREATMENT, INC., dba BAART ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area;
- B. CONTRACTOR has the experience and qualifications to provide the Services COUNTY requires pertaining to COUNTY'S Alcohol and Drug;
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A, A-1
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B-1
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Monitoring and Audit
<input checked="" type="checkbox"/>	Exhibit J	Compliance Criteria
<input checked="" type="checkbox"/>	Exhibit K	Assurance

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN
 SERVICES AGENCY
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

ADDICTION RESEARCH AND TREATMENT, INC., DBA BAART
 1145 Market St., 10th Floor
 San Fransisco, CA 94103
 Phone No.: 415-552-7914
 Fax No.: 415-552-3455

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.


8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

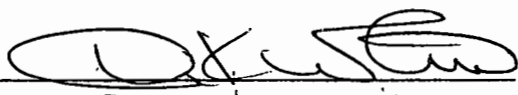
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

ADDICTION RESEARCH AND TREATMENT, INC., dba
BAART

Date: 05-31-2018

By 
Print Name Daniel Gutschenritter
Title CFO

Date: 05-31-2018

By 
Print Name David White
Title CEO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

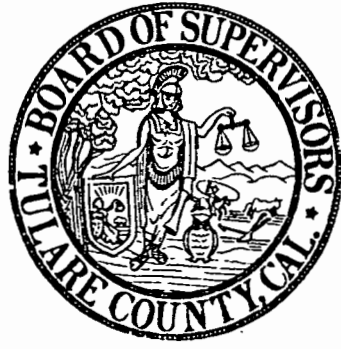
COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Date: 6/26/2018

COUNTY OF TULARE
By [Signature]
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By [Signature] 6/27/18
Deputy

Matter # 2018439

**EXHIBIT A
SCOPE OF SERVICES**

**ADDICTION, RESEARCH, AND TREATMENT INC., dba BAART
Methadone Maintenance Program**

FISCAL YEAR 2018/2019

Goal Statement: Reduce the impact of substance use disorder and addiction on the target population by successfully implementing the described interventions.

Target Population: The program will serve adults, aged 18 and older, addicted to heroin and all other opioids. (Addiction, Research, and Treatment Inc., dba BAART will provide services to opioid-dependent individuals under 18 years of age on a case by case basis.) The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds. The program will serve individuals regardless of sexual orientation or gender identity. The target population includes many individuals who are homeless, living on the streets, in shelters, and residential hotels. The program will serve individuals from all levels of economic status.

Addiction, Research, and Treatment Inc., dba BAART (BAART) serves opioid-dependent individuals with co-occurring disorders such as Human Immunodeficiency Virus (HIV), Hepatitis C Virus (HCV), Tuberculosis (TB), diabetes, and mental illness. BAART offers ancillary and referral services to help patients address co-occurring disorders.

Modality & Description of Service: BAART's primary service function is Methadone Maintenance.

Ancillary services including medical examinations, individual and group counseling are included. HIV, HCV, and TB screenings are offered on site.

The program offers comprehensive opioid treatment for opioid-dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

Methodology:

- A. BAART depends primarily on word of mouth and referrals from community social service agencies for recruitment. BAART works continuously to strengthen patient outreach and recruitment by redesigning and updating promotional pamphlets, brochures and the BAART Programs website. BAART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.

- B. Methadone Maintenance Treatment (MMT) is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use disorder, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference.

Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Visalia Clinic, located at 1646 South Court Street is open for the dispensing of methadone 365 days per year: The Visalia Clinic hours are Monday through Friday from 5:30AM to 3:30PM, Saturday and Sunday from 6:00 AM to 9:00AM and on Holidays from 6:00AM to 8:00 AM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

The Porterville Clinic, located at 89 East Mill Avenue is open for the dispensing of methadone 365 days per year. The Porterville Clinic hours are Monday through Friday from 5:30AM to 1:30PM, Saturday and Sunday from 6:00 AM to 9:00AM and on Holidays from 6:00AM to 8:00 AM. The clinic staff is available during the Monday through Friday hours to provide counseling services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., Complete Blood Count, Sequential Multiple Analysis with Computer (SMAC), Urinalysis and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as

hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV positive.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index-Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance use disorder treatment service is providing patients with a medically supervised opioid treatment program using methadone. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance use disorder issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The Visalia Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. BAART's treatment philosophy recognizes that:

- Substance use disorder is a chronic, relapsing condition;

- Substance use disorder treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance use disorder and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance use disorders; and
- The most effective treatment of substance use disorders requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge and decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the BAART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of BAART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

The organization employs a full time VP of Clinical Compliance to ensure program compliance with the Health Commission, local, state, and federal regulations, including Health Insurance Portability and Accountability Act (HIPPA) and Title IX regulations.

BAART has Privacy Policies and Procedures designed to ensure compliance with all applicable state and federal laws governing the privacy and confidentiality of protected health information and that it adopts and follows proper practices in this area.

The focus of BAART programs' relationship with patients receiving substance use disorder treatment is the reduction and/or cessation of illicit drug use. Once a patient ceases illicit drug use, focus of treatment becomes relapse prevention. If relapse occurs it is treated as a normal part of the recovery process and efforts are shifted to make the relapse finite and short in duration.

For years, BAART has incorporated ideas reflected by the National Standards for Culturally and Linguistically Appropriate Services (CLAS). Policies, operational

guidelines, and organizational and program goals have been developed, formalized, incorporated into written policy manuals and implemented in daily clinic practices

BAART has a non-discrimination policy for both patients and staff ensuring equal opportunities for all eligible individuals who wish to receive BAART services or apply for employment. Patients receive a written copy of the patient non-discrimination policy at an initial individual orientation meeting conducted by a counselor who also reviews the policy orally with the patient. Staff receives an oral review and a written copy of the BAART non-discrimination policy during the new employee orientation conducted by the Human Resource department.

BAART employees are trained on the importance of honoring the dignity of all patients served. Every year BAART staff is required to participate in cultural sensitivity training and training on privacy and confidentiality requirements, Code of Ethics, Patient Rights, and Grievance Procedures. Each year, all direct care staff participate in "Special Populations Training" designed to address issues relevant to unique populations: individuals living with HIV/AIDS, women, transgendered individuals, adolescents, and seniors.

Patients are encouraged to participate in the internal BAART annual patient satisfaction survey exercise. Results from the internal survey are posted in the lobby.

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

**EXHIBIT B
COMPENSATION**

**ADDICTION, RESEARCH, AND TREATMENT INC., dba BAART
Methadone Maintenance Program**

FISCAL YEAR 2018/2019

This Agreement is for the purpose of providing Non-Perinatal and Perinatal Methadone Maintenance for Drug Medi-Cal (DMC) clients. Clients may be residents of Tulare County or anywhere from within the State of California. Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by DMC. No bona-fide DMC client shall be refused services by CONTRACTOR. A DMC client shall not be charged a fee for services, other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, CCR.

The base reimbursement estimate for Fiscal Year 2017/2018 shall be **FOUR MILLION SEVEN HUNDRED TWENTY NINE THOUSAND DOLLARS (\$4,729,000.00)** for Non-Perinatal clients and **TWENTY TWO THOUSAND (\$22,000.00)** for Perinatal clients; subject to the entitlement nature of DMC as described below. The total base amount for contracted services is **FOUR MILLION SEVEN HUNDRED FIFTY ONE THOUSAND (\$4,751,000.00)**.

Service Provided	Contract Amount
Non-Perinatal Meth Maint	4,729,000.00
Perinatal Meth Maint	22,000.00
Total(s)	4,751,000.00

CONTRACTOR shall submit monthly DMC claims for services rendered to both Perinatal and non-Perinatal clients each month to the County's Accounts Receivable Unit (at 5957 S. Mooney Blvd., Visalia, CA 93277). DMC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall ONLY be reimbursable to CONTRACTOR subject to payment by the State to COUNTY. Said claims will be paid according to the normal County payment cycle, based upon the published FISCAL YEAR State-approved DMC rates. The State of California may deny and/or disallow claims submitted for payment; COUNTY will notify CONTRACTOR of the claim status and request corrections as needed. Those claims that are deemed uncollectible and "final denied" will become payable to the COUNTY from CONTRACTOR.

CONTRACTOR should enter all relevant client information into at admission, but under no circumstances shall it be entered later than five days after admission date. DATAR (Drug & Alcohol Treatment Access Report) reports are due from CONTRACTOR on the 10th of each month and are to be sent to the State according to Department of Health Care Services (DHCS) SUD Programs and COUNTY instructions. AVATAR client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file claims timely, enter client information into AVATAR, DATAR, or CalOMS, COUNTY may withhold payments until such entries have been made.

Records on each individual recipient of DMC services shall include diagnostic studies, records of client counseling sessions, progress notes, discharge summaries, and/or any other pertinent client information. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties.

If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past and current recipients of services of the terminated or non-renewed Substance Use Disorder (SUD) program(s) must be

maintained by CONTRACTOR for a minimum of 5 years or until all audit issues with the State have been satisfied, whichever is longer, although COUNTY shall have access to these records at any reasonable time.

If Federal, State or other funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if any funding priorities are imposed by the State, the reimbursement amounts shown above may be reduced on a proportionate basis or terminated with a 30-day written notice.

Not later than sixty (60) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Performance Report related to funding described above. The Performance Report will include the State worksheet labeled Document 2P (h) NTP Non-Perinatal and Document 2P (h) NTP Perinatal. This Report will clearly show both the allowable funding and allowable Units of Service (UOS) provided by CONTRACTOR. UOS to be reported shall be as follows, for Perinatal and non-Perinatal separately:

NTP

of Individual counseling sessions @ 10 minutes each

of Methadone doses administered

Licensed capacity

An annual narrative of program progress toward outcomes shall be submitted with the annual Performance Report.

Per ADP Bulletin #98-42, due "to the entitlement nature of DMC, providers should not be limited by a contract amount." Thus, the DMC amounts shown in the CONTRACTOR budget are simply estimates, and are not to be construed as maximums or limiting factors. However, COUNTY will not pay any expenses incurred above rate caps.

It is understood that if the Department of Health Care Services, SUD Programs disallows or denies DMC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

EXHIBIT B-1
Electronic Health Records Software Charges
Fiscal Year 2018 - 2019

Addiction Research and Treatment, Inc., d.b.a BAART

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$480.00
OrderConnect Medication Management Prescriber yearly per user fee	\$855.00
Non-Prescriber yearly per user fee	\$159.00
EPCS Token per user	\$75.00
EPCS Subscription	\$96.00
Yearly Maintenance fee per user	\$212.60

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula: [Total Maintenance Amount ÷ Total Number of Users]

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the contractor.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT I

Monitoring and Audit

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. The fiscal audit shall be:

A Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than nine (9) months after the end of the CONTRACTOR'S fiscal year. The audit report is due no later than thirty (30) days after the completion of the audit.

B Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.

C All inclusive – includes an audit of the financial statements; an assessment of internal controls, includes tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:

(a) Drug Medi-Cal (DMC) Programs

1. Narcotic Treatment Programs (NTP)
2. Outpatient Drug-Free (ODF)
3. Perinatal Services
4. Residential Services
5. Youth Treatment Services

(b) Substance Abuse and Prevention Programs (SAPT)

1. Non-Perinatal Services
2. Perinatal Services
3. Primary Prevention
4. Residential Services
5. Youth Treatment Services

(c) Driving Under the Influence (DUI) Programs

1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the CONTRACTOR performed an independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.

2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
3. Audits may be conducted by an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of seven (7) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.

State/Federal Audits

Upon an audit by the State of California or Federal agency, CONTRACTOR shall:

- Immediately notify the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all "Corrective Action Plans" to the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all correspondence with the auditing agency to the Tulare County Alcohol & Other Drug Administrator

Exhibit J
Compliance Criteria

1. California Welfare and Institutions Code, Division 5
2. California Health and Safety Code, Division 10 (where applicable) and Division 10.5
3. California Code of Regulations, Title 9 & 22
4. Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment & Rehabilitation Act of 1970, Pub.L.91 -616, 84 Stat. 1953, 42 U.S.C. s 4582.
5. State Department of Alcohol and Drug Programs, Drug Program Fiscal System Manual
6. State Department of Alcohol and Drug Programs, Audit Assistance Guide
7. Allowable costs, as used in California Code of Regulations, Title 22, Section 51516.1(c)(2), shall be determined in accordance with Code of Federal Regulations, Title 42, Parts 405 and 413 and HIM-15, " Medicare Provider Reimbursement Manual."
8. State Department of Alcohol and Drug Programs, Perinatal Treatment and Expansion Program Guidelines (when applicable)
9. State Department of Alcohol and Drug Programs, Alcohol Services Reporting System Manual for County Alcohol Services
10. Single Audit Act of 1984 (Public Law 98-502) and Revision of 1996 with corresponding circulars, Office of Management and Budgets (OMB) Circulars A-1 10 and A-1 33 (revised June 2003), especially:
 - 1) A-133, section 200(d), stating that non-Federal entities that expend less than \$500,000 a year in Federal money are exempt from Federal single or program-specific audit requirements, although records must be available for review or audit by appropriate Federal, State, or local officials.
 - 2) A-133, section 230(b)(2), stating that those receiving less than \$500,000 in Federal funding cannot use that money to pay for an audit. Those receiving \$500,000 or more may charge the applicable federal awards for the cost of the audit.
 - 3) Pursuant to OMB Circular A-133, County shall monitor the activities of all Contractors to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the contracts, and that performance goals are achieved.
11. California Code of Regulations, Title 9, Division 4, Chapter 2.5. Section 9545 requiring County audit of Agreements expending \$300,000 or more in accordance with GAAP (as described in Government Auditing Standards 1994 Revision) to establish whether Contractor expended funds in accordance with the provisions of ADP/Prop 36, the requirements of Chapter 2.5, and the County terms and conditions under which the funds were awarded.

12. State Department of Alcohol and Drug Programs, Utilization Control Plan for Drug/Medi-Cal (when applicable).
13. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Section 16366.1 et seq.; Federal Block Grants.
14. California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130 et seq.; Federally Mandated Audits of Block Grant funds Allocated to Local Agencies.
15. United States Code, Title 42, Section 300x-52; Reports and Audits for Block Grants.
16. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart i, Section 300x-5 and 31, and Code of Federal Regulations, Title 45, Section 96.135, with the following specific restrictions on spending Block Grant Funds:
 - 1) no cash payments to clients
 - 2) no inpatient hospital services
 - 3) no salary in excess of \$171,900
 - 4) no purchase or improvements to land
 - 5) no use of funding to match or draw down other Federal funds
 - 6) no subcontracting of primary services to a for-profit
 - 7) no needle exchange program
17. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart ii, commencing at section 300x-24, relating to requirements for use of Federal funds regarding tuberculosis and HIV
18. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994.
19. Code of Federal Regulations, Title 21, Part 1300 et seq.; Drug Enforcement Administration Requirements for Food and Drugs.
20. Code of Federal Regulations, Title 42, Part 54 et seq.; rules of charitable choice, relating to nondiscrimination against religious organizations, personnel who received education or training from a religious organization, or program beneficiaries on the basis of religion. Also establishes a referral process to a reasonably accessible program for clients who may object to the religious nature of the program they've entered.
21. State Administrative Manual, chapter 7200 (General Outline of Procedures), especially relating to the use of generally accepted accounting principles in an organization's fiscal structure and operations.
22. Code of Federal Regulations, Title 7, Part 3017; Code of Federal Regulations, Title 45, Part 76; Code of Federal Regulations, Title 40, Part 32; and Code of Federal Regulations, Title 34, Part 84; regarding disbarment and suspension certification.
23. California Government Code, Title 2, Section 84309; restricts any public funds for political activities.
24. Public Law 110-161; Restricts any public funds for political activities.
25. State Department of Alcohol and Drug Programs, Document 1 U, regarding Research-based Prevention Requirements (http://www.adp.state.ca.us/NNA/support_files.shtml).
26. Public Law 103-227, also known as the Pro-Children Act of 1994, regarding smoking prohibition requirements.

27. State Department of Alcohol and Drug Programs, Document 1 J, regarding dispute resolution process of financial findings related to programs, claims, or services; to be utilized by County subsequent to discussions with Contractor (http://www.adp.state.ca.us/NNA/support_files.shtml).
28. California Health and Safety Code Section 11987.5(a)(2), stating that Contractors providing a combination of DIMC and other Federal or State funding for the same services at the same location are to be reimbursed on the basis of actual costs, in accordance with Title XIX of the Social Security Act, Title 22 of the California Code of Regulations, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.
29. California Civil Code Sections 56-56.37 -Confidentiality of Medical Information Act (in addition to Exhibit "G" HIPAA Requirement).
30. California Health and Safety Code Section 123110 et seq., regarding Patient Access to Medical Records (in addition to Exhibit "G" HIPAA Requirement).
31. State Department of Alcohol and Drug Programs, Document 2E, regarding appeal process in the event the State disapproves a Contractor's request for certification or re- certification for DIMC, and D/MC certification Standards for Substance Abuse Clinics(http://www.adp.state.ca.us/NNA/support_files.shtml).
32. Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of its contract with the County.
33. Code of Federal Regulations, Title 42, Part 8.
34. State Department of Alcohol and Drug Programs, Document 1 P, regarding Alcohol and/or Other Drug Program Certification Standards (http://www.adp.state.ca.us/NNA/support_files.shtml).
35. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
36. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
37. State Department of Alcohol and Drug Programs, ADP Bulletin 04-05, including attachments, In relation to Charitable Choice Regulations
38. Americans with Disabilities Act (ADA) Title 45
39. Code of Federal Regulations, Title 42, Part 2; Confidentiality of Alcohol and Drug Abuse Patient Data
40. Code of Federal Regulations, Title 45, Part 96; SAPT Block Grant Regulations
41. State Department of Alcohol and Drug Programs, ADP Bulletin 07-03 – Revised NNA Contract Compliance Review (www.adp.ca.gov/ADPLTRS/PDF/ADP_Bulletin_07-03.pdf)
42. State Department of Alcohol and Drug Programs, Combined Negotiated Net Amount/Drug Medi-Cal (NNA/DMC) County/State contract requirements
43. State Department of Alcohol and Drug Programs, Perinatal Services Network Guidelines, when applicable (www.adp.ca.gov/Perinatal/pdf/Guidelines_09.pdf - 2009-09-21)

44. Tuberculosis Services as defined in Code of Federal Regulations, Title 45, Section 96.121 for those clients receiving AOD treatment services
45. State Department of Alcohol and Drug Programs, Youth Treatment Guidelines for youth specific services, reference NNA Contract Exhibit C, Article I, B, 9 (http://www.adp.ca.gov/youth/guidelines_standards.shtml)
46. Section 504 of the Rehabilitation Act of 1973; Nondiscrimination Under Federal Grants and Programs
47. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing
48. California Code of Regulations, Title 9, Division 4, Chapter 5; Licensure of Residential Alcoholism or Drug Abuse Recovery
49. California Penal Code Section 11165.7; Mandated Reporter
50. Incorporate NIATx strategies to improve access and retention
51. Code of Federal Regulations, Title 45, Part 84; Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
52. California Code of Regulations, Title 24, Part 2; Activities Receiving Federal Financial Assistance
53. Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD)
54. Department of Alcohol & Drug Programs Bulletin Issue No. 09-05
55. Title 22, CCR Sections 51341.1, 51490.1, and 51516.1 (Document 2c)
56. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E)
57. Standards for Drug Treatment Programs
58. Title 21, CFR Part 1300. et seq.
59. Title 42, CFR, Part 8
60. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
61. DMC providers agree that services cannot be denied to Medi-Cal eligible beneficiaries based on the client's inability to pay or location of eligibility and that counties and providers may not demand any additional payment (other than share of cost) from the State, client, or third party payers (unless of other insurance).
62. Providers covered by this contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

EXHIBIT K
ASSURANCES

Contractor further agrees:

- A. Not to discriminate in the delivery of services on the basis of ethnic group identification, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, political affiliation, disabled veteran or veteran of Vietnam era, medical condition, or condition of physical or mental disability, as provided by State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d]; the Age Discrimination Act of 1975 (42 USC 6101); the Rehabilitation Act of 1973 (29 USC 794); The Education Amendments Act of 1972 (20 USC 1681); the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12900 et seq.), and the regulations promulgated thereunder (2 CCR 7285.0 et seq.); title 2, division 3, article 9.5 of the California Government Code section 11135 et seq.; and 9 CCR 10800 et seq. Contractor agrees to inform recipient of their right, and provide a procedure for them to present grievances and views to County relative to delivery of services.

- B. To comply with U. S. Executive Order 11246, entitled "Equal Employment Opportunity, as amended by U. S. Executive Order 11375. Contractor shall not discriminate against any employee, or applicant for employment on the basis of ethnic group identification, national origin or ancestry, religion, sex, marital status, political affiliation, or physical or mental condition.

- C. In addition, Contractor will:
 - 1. Ensure that appropriate personnel who are involved in providing services are educated regarding HIV/AIDS related problems; issues and special recovery needs and attend HIV/AIDS training sponsored by various State, Federal and County agencies.
 - 2. Ensure nondiscrimination in the provision of services based on a diagnosis of AIDS, or upon testing positive for the AIDS virus (HIV).
 - 3. Ensure that the use of HIV antibody testing will not be used as a screening exhibit criterion for program participation.
 - 4. Provide information to all participants regarding high-risk behaviors, safer sex practices, and Perinatal transmission of HIV infection.

- D. Comply with Health and Safety Code Section 11970.35, 11970.45 and/or 11970.2

- E. Comply with the Civil Rights Act of 1990 and with the Americans with Disabilities Act of 1990 (ADA).

F. Comply with Title 42, USC, part 54; Title 45, CFR and ADP Bulletin Issue No. 04-5 as listed below:

1. Does not use Substance Abuse Prevention and Treatment (SAPT) Block Grant funds for activities involving worship, religious instruction, or proselytization.
2. In delivering SAPT Block Grant funded-services, including outreach activities, **does NOT** discriminate against current, or prospective program participants based on:
 - (a) religion
 - (b) religious belief
 - (c) refusal to hold a religious belief
 - (d) refusal to actively participate in a religious practice.
3. Refers otherwise eligible clients who object to the religious character of SAPT Block Grant-funded services to alternative providers within a reasonable period of time of the objection.

G. Comply with the Title 22 U.S.C. 7104 Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 by combating trafficking in persons, a contemporary manifestation of slavery, victims are predominately women and children, and to ensure just and effective punishment.

H. Ensure that no aspect of the alcohol or other drug-related program shall include any message on the responsible use, if the use is unlawful, of alcohol and/or other drugs (Health and Safety Code Section 11999). Ensure that the information produced through these funds shall contain a clearly written statement that there shall be no unlawful use of alcohol or other drugs associated with the program.

I. Comply with the requirements of the Drug Free Work Place Act of 1990 (Government Code Section 8350 et seq.), and will provide a drug free work place by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355 (b) to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355 (c), that every employee engaged in the performance of the contract:
 - (a) Be given a copy of the agency's drug-free policy statement; and
 - (b) As a condition of employment on the Agreement, agree to abide by the terms of the statement.

4. Failure to comply with these requirements may result in suspension of payments under the contract, or termination of the contract, or both.