

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and TURNING POINT OF CENTRAL CALIFORNIA, INC., ("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 the CONTRACTOR for provision of substance use residential services; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- 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 upon signatures by the Tulare County Board of Supervisors 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, B-2
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 checked="" type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Assurances
<input checked="" type="checkbox"/>	Exhibit J	Compliance Criteria
<input checked="" type="checkbox"/>	Exhibit K	Monitoring and Audit
<input checked="" type="checkbox"/>	Exhibit L	Substance Use Disorder Service Programs

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 pre-paid and addressed as follows:

COUNTY:

Tulare County Health & Human Services Agency,
Contracts Unit
5957 S. Mooney Blvd.
Visalia, CA 93277

Phone No.: (559) 624-8000
Fax No.: (559) 737-4059

CONTRACTOR:

Turning Point of Central California, Inc.
615 S. Atwood St.
Visalia, CA 93277

Phone No.: (559) 732-8086

With a Copy to:

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

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.

Date: 1/9/19

TURNING POINT OF CENTRAL CALIFORNIA, INC.

By: Raymond R. Banks

Print Name: Raymond R. Banks

Title: Chief Executive Officer

Date: 1/10/19

By: Bruce Tyler

Print Name: Bruce Tyler

Title: Chief Financial Officer

[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

Date: _____

By: _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Approved as to Form
County Counsel

By Rebecca Miller 2/4/19
Deputy
Matter # 20181625

EXHIBIT A
SCOPE OF SERVICES

FISCAL YEAR 2018/2019
October 1, 2018 through June 30, 2019

TURNING POINT OF CENTRAL CALIFORNIA
VISALIA REENTRY CENTER

The Visalia Reentry Center (VRC) is a male-only facility and licensed by State of California Department of Health Care Services (DHCS) to provide adult residential substance use disorders treatment and recovery services. We are located at 1845 S. Court St., Visalia CA 93277. VRC provides people with substance use disorders (SUD) the opportunity to live healthier lives through a safe and drug-free residence, group and individual counseling sessions focused on overcoming barriers caused by SUDs, and linkages to the community, which will enable clients to continue pursuing their recovery when they leave the program. VRC has set the following goals:

- Assist residents to overcome impairments caused by SUDs in the following areas:
 - Drug and alcohol use;
 - Physical health;
 - Mental health;
 - Legal status;
 - Education, employment and financial self-sufficiency; and
 - Social and family relationships.
- Assist residents in learning personal management and community survival skills to promote alcohol and drug free lifestyle.
- Assist residents to develop effective tools for personal problem solving.
- Assist residents to reintegrate successfully into the community.
- Assist residents to become self-sufficient by securing stable housing when they leave and stable income sources through work or public benefits.

Individual resident and counselors collaborate with each other to accomplish individual goals. For this reason, clients actively participate in establishing goals, action steps, treatment plans, and discharge plans during counseling sessions and implementing each of those established goals.

Services Available at VRC

- VRC provides the following services to residents in our programs:
 - Food and lodging;
 - Personal hygiene supplies;
 - Individual and group counseling in the following areas:
 - Drug education
 - Anger and stress management
 - Criminal Thinking
 - Family Relationships
 - Life Skills:

- Effective communication
 - Victim awareness
 - Healthy relationships
 - Healthy and personal hygiene
 - Financial Literacy
 - Job readiness
- Supplemental activities, including but not limited to the following:
 - Exercise equipment
 - Group recreation activities
 - Community service
 - Computer literacy training
 - Weekly random alcohol and drug testing
 - Transportation assistance
 - Community referrals and linkages to support services, including Medi-Cal insurance and legal identification assistance
 - Discharge planning and assistance in obtaining suitable housing

Curriculum

VRC utilizes cognitive-based therapy and evidence-based curriculum in our treatment groups. Our team conducts over 30 hours of treatment groups each week. Our SUD counselors have been trained to facilitate the following curriculum:

- Drug Education: Living in Balance (Hazelden)
- Cognitive Thinking: Thinking for a Change (National Institute of Corrections)
- Anger Management: Anger Management for Substance Abuse & Mental Health (SAMHSA)
- Parenting: Partners in Parenting (TCU)

Programming Requirements

VRC will provide the following substance use disorder treatment services to clients in *our* residential drug treatment program:

- I. Assessment & Individual Treatment Plan (ITP):
 - A. During the first 10 calendar days of the resident's admission, the resident shall work with his assigned caseworker for the purpose of conducting an Addiction Severity Index (ASI) assessments and development of the resident's Individualized Treatment Plan, which will include:
 1. Statement of assessed treatment needs of the participant
 2. Statement of objectives to address the identified treatment needs
 3. Action steps to accomplish the identified treatment objectives
 4. Target dates for accomplishment of action steps and treatment objectives
 5. Treatment exit plan
 - B. ITP Review: The ITP will be reviewed every 30 days after it is completed. ITP will be revised as needed.

II. Clinically Managed High Intensity Residential Services Level 3 .5)

A. Residents must complete minimum of 25 hours per week on average of face-to face individual and group sessions in the following treatment areas:

1. Substance Abuse
2. Anger Management
3. Criminal Thinking
4. Family Relationships
5. Life Skills
 - a) Effective communication
 - b) Healthy relationships
 - c) Healthy and personal hygiene
 - d) Financial Literacy
 - e) Job readiness

III. Clinically Managed Low-Intensity Residential Service Level 3.1)

A. Residents must complete minimum of 10hours per week on average of face-to face individual and group sessions in the following treatment areas:

1. Substance Abuse
2. Anger Management
3. Criminal Thinking
4. Family Relationships
5. Life Skills
 - a) Effective communication
 - b) Healthy relationships
 - c) Healthy and personal hygiene
 - d) Financial Literacy
 - e) Job readiness

IV. Supplemental Activities

A. Participants must complete a minimum of 6 hours per week on average of supplemental activities, which may include but are not limited to the following activities:

1. Self-help meetings (i.e. Alcoholics Anonymous, Narcotics Anonymous, Drug Addicts Anonymous, Celebrate Recovery, church services, bible studies, meetings with sponsors, etc.)
2. Journaling activities
3. Additional life skills trainings offered each weekday during evening groups
4. Supplemental educational, training, and counseling programs from community partners, including domestic violence counseling, educational/literacy tutoring, job readiness counseling, etc.
5. Medical or mental health appointments
6. Legal appointments, including meeting with lawyers, attending court, meeting with parole or probation, securing identification documents, registering with local authorities, etc.
7. Community service

V. Other Activities:

- A. Discharge Plan will be completed by residents and reviewed by counselor within 2 weeks of completing the program.
- B. Discharge Summary will be completed by clients and counselor before their last day in the program and will identify the services received, achievements, discharge plan, participant comments, and counselor recommendation.
- C. If additional drug treatment is deemed necessary the client and counselor, extensions for an additional 30 days of treatment will be requested by the 25th day in the program.

Bed Availability

VRC residential treatment facility has 32 beds available for Tulare County Alcohol and Other Drug Prevention, Treatment & Recovery Services to place clients. Turning Point will reserve a minimum of five (5) beds for Tulare County Alcohol and Other Drug Prevention, Treatment & Recovery Services.

DHCS License & Certification

VRC residential treatment facility is licensed by DHCS for 32 beds, and we have recently obtained our Drug Medi-Cal certification for residential treatment effective since May 23, 2017.

Treatment staff at Visalia Reentry Center are trained and able to bill Drug Medi-Cal. Turning Point as an agency has been closely following the legislation regarding the Drug Medi-Cal Organized Delivery Services Waiver and is familiar with the proposed changes. Our direct management team members have attended trainings provided by CIBHS hosted by the different counties on assessing the appropriate level of care for each client using the ASAM criteria and implementing client driven service approach to treatment.

Staffing Information

The treatment staff at Visalia Reentry Center consists of one full-time Center Manager and three full-time Substance Abuse Specialists, who are all certified Alcohol and Drug counselors. Dr. Michael Barnett is our contracted medical physician on-site. The program also employs a fulltime Administrative Secretary, a full-time Cook, and seven part-time Monitors, who ensure that the program is staffed 24 hours per day year-round. Turning Point will contract with a Licensed Practitioner of the Healing Arts (LPHA) to review assessments and completes SUD diagnosis for clients desiring to participate in the program.

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**

**FISCAL YEAR 2018/2019
October 1, 2018 through June 30, 2019**

**TURNING POINT OF CENTRAL CALIFORNIA, INC
VISALIA REENTRY CENTER**

All clients whose treatment is paid for by COUNTY using funding from the State Department of Health Care Services Substance Use Drug Programs must have received a Health & Human Services Agency (HHSA) authorization through Placement Orientation Services (POS). No payments will be made for client services provided prior to the authorization date. CONTRACTOR shall enter all relevant information into AVATAR at client admission, but it must be done not later than 5 days after admission date. CalOMS (California Outcomes Measurement System) 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 POS of any and all errors. On-line DATAR (Drug and Alcohol Treatment Access Report) entries shall be made no later than the 10th day of each month. If CONTRACTOR fails to file any claim or other requested report, enter client information into AVATAR, and/or comply with any other part of this Agreement, COUNTY may withhold future payments until appropriate reports have been filed.

The maximum reimbursement for FY 2018/2019 is **\$232,228 (TWO HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS)**. CONTRACTOR will be reimbursed on a cost-per-unit-of-service basis. Monthly payments will be based on total bed-days used provided by the CONTRACTOR and approved by the COUNTY. An annual reconciliation of payments will be completed at year end that may result in an amount due to CONTRACTOR or COUNTY. The amount of the contract shall at no time exceed the maximum amount as detailed. Bed-days used will be reimbursed at the following rates: Net Negotiated Amount \$106.04 per bed-day.

CONTRACTOR shall submit monthly invoices each month to the County's Alcohol and Other Drugs (AOD) fiscal staff at 5957 S. Mooney Blvd., Visalia, CA 93277. CONTRACTOR shall submit monthly invoices by the 10th of the month following the month of service. If CONTRACTOR is unable to meet the requirement, CONTRACTOR is required to contact the COUNTY prior to the deadline.

Non-DMC unit of service (UOS) for a given-month will be printed on a preliminary report. CONTRACTOR is expected to make accurate and acceptable changes to the preliminary report via entries in AVATAR prior to receiving the revised report. Client discrepancies must be corrected by the ninth (9th) day of the same month. Manual changes on the final report made by CONTRACTOR will be deemed invalid. An approved "Invoice" (to be sent via e-mail to CONTRACTOR upon management approval) containing program cost, services provided by modality, Share of Cost collected from clients and/or client fees from Perinatal clients, and

payments made by COUNTY (together with year-to-date totals for all of these) is to be attached to the final report that is submitted to HHSa at Government Plaza. The approved "Invoice", by modality, is the only acceptable format.

Treatment Extension(s): Please submit the "Request to Extend Treatment" form at least 2 weeks prior to the end date if anticipated that the client will need an extension.

Additional Information: The State requires that some clients must have supplemental services assessed and provided. As applicable to each individual client, these may include literacy training, family counseling, vocational training, etc. It is the financial responsibility of CONTRACTOR to fulfill this State requirement.

COUNTY will not pay for client Aftercare services.

AVATAR discharge forms must be completed when a client goes from residential to transitional status.

If requested by COUNTY, a quarterly report to COUNTY may be required in a format designed by COUNTY and according to COUNTY instructions.

Records on each individual recipient of treatment services shall include diagnostic studies, treatment plans, and records of client interviews, progress notes, and discharge summaries. CONTRACTOR will retain all records for a minimum of 7 fiscal years, so as to be available at any time to County, State, and/or Federal representatives. 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 or current recipients of services of the terminated or non-renewed program(s) shall become the property of COUNTY, although CONTRACTOR shall have access to these records, so as to be available at any time to County, State, and/or Federal representatives for auditing purposes.

When a person has been determined to have an ability to pay all or a portion of treatment costs, and any amount is collected by CONTRACTOR, the revenues collected shall be reported to COUNTY in the annual Cost Report and will be applied against the total actual program cost before the use of County, State, or Federal funds (considered mandatory first dollars spent); when reconciled during the Cost Report process the funds may be considered to be in excess and result in either an amount due the county or deemed to be carryover. Carryover funds must be spent in the next twelve months, if not a review will be conducted by the COUNTY to recover such funds. An individual may be billed for a "reasonable" amount by CONTRACTOR during or following treatment; but no Tulare County resident will be refused services because of an inability to pay. A person found to have an ability to pay, but refusing to do so, may be refused services.

If Federal, State or other funding is terminated or reduced below the amounts or if funding priorities are imposed by the State or COUNTY, the contract amounts may be reduced on a proportionate basis or terminated.

Annual Cost Report: Not later than forty-five (45) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Cost Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or designee. This will clearly separate the funding and UOS for all CONTRACTOR programs. Final reconciliation of actual program costs versus funding received by CONTRACTOR shall be made in the Cost Report settlement process. The Cost Report process may allow Substance Use programs a "reasonable" client fee carryover, as approved by the Alcohol & Drug Programs Division Manager or designee, which must be spent before any other revenue in the following fiscal year. If a carry-over is not acceptable then the amounts are due COUNTY.

Additionally, an annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent program information shall be submitted with the annual Cost Report.

Provider Guidelines: COUNTY will provide to CONTRACTOR the "Placement Orientations Services (POS) Provider Guidelines" annually. CONTRACTOR agrees to follow the POS guidelines as stated. Any discrepancies between the provider contract and the guidelines shall be brought to COUNTY attention; corrections will be made by COUNTY accordingly. For purposes of reimbursement, authorized treatment is defined within the POS Guidelines.

EXHIBIT B-1

COUNTY CONTRACTED SERVICES

CONTRACTOR shall provide to the County the following service modalities.

Residential – Three (3) to Six (6) Months

Compensation for services is also indicated below.

Funding	No. of Beds	No. of Bed Days	Rate Per UoS	Total Dollar Amount
Non-DMC (SABG)	7	2190	\$106.04	\$232,228
TOTAL	7	2190	\$106.04	\$232,228

Note: Non- DMC: (Substance Abuse Block Grant) Net Negotiated Rates

EXHIBIT B-2
Electronic Health Records Software Charges
Fiscal Year 2018 - 2019

Turning Point of Central California, Inc.
Visalia Reentry Center

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: $[\text{Total Maintenance Amount} \div \text{Total Number of Users}]$

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.

COUNTY OF TULARE
EXHIBIT G
TO HSA SERVICES AGREEMENT
CONTRACT PROVIDER DISCLOSURES
(Form revision approved 01/01/2018)

Tulare County Mental Health ensures that all contract providers are in compliance with the disclosure of ownership, control, and relationship information from its providers, managing employees, including agents and managing agents as required in CFR, title 42, sections 455.101 and 455.104

Disclosure of 5% or More Ownership Interest:

The Contractor shall ensure that its subcontractors/network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the subcontractor/network provider's ownership or upon request of the Department.

Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- Date of birth and Social Security Number (in the case of an individual);
- Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

I. Determination of Ownership or Control Percentages

Instructions for determining ownership or control percentages are reproduced here for your convenience. The source of these definitions is 42 CFR § 455.102.

A. Indirect ownership interest. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation, which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent Indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

B. Person with an ownership or control interest. In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

COUNTY OF TULARE
EXHIBIT G
TO HHS SERVICES AGREEMENT
CONTRACT PROVIDER DISCLOSURES
(Form revision approved 01/01/2018)

II. Disclosures

A. Identification Information: All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section.

Names:	Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):
Turning Point of Central California,	615 S. Atwood St., Visalia, CA 93277
Inc.	P.O. Box 7447, Visalia, CA 93290-7447

B. Ownership and Control

All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section, unless otherwise directed by Tulare County Health and Human Services Agency.

(1) List the name and address of any person (individual or legal entity) with an ownership or control interest in the entity providing these disclosures, or with an ownership or control interest in any subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more. Provide the date of birth and SSN (for individuals identified), or other TIN (for legal entities identified), and complete the additional requested information. Attach a separate sheet if additional space is needed. If there is no person or entity in this category, please respond "None."

a:	Name	Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):	SSN or TIN	Date of Birth (if an individual)
	None			

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

The entity providing these disclosures? Yes No

A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more? Yes No

Name of subcontractor	Address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):	SSN or TIN of the subcontractor:

COUNTY OF TULARE
EXHIBIT G
TO HHS SERVICES AGREEMENT
CONTRACT PROVIDER DISCLOSURES
(Form revision approved 01/01/2018)

b.	Name	Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):	SSN or TIN	Date of Birth (if an individual)
	None			

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

The entity providing these disclosures? Yes No

A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more? Yes No

Name of subcontractor	Address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):	SSN or TIN of the subcontractor:
None		

(2) Identify any individuals or legal entities named in question 1 as having an ownership or control interest, who are related to each other as spouse, parent, child, or sibling; and identify the particular relationship. If there are no such relationships, please respond "None."

Name:	Relationship:
None	

(3) Identify any individuals or legal entities listed in question 1 as having an ownership or control interest, who also have an ownership or control interest in any other disclosing entity (or fiscal agent or MCE), and provide the name of each such other disclosing entity. If there are no individuals or legal entities with such interest, please respond "None." Attach a separate sheet if additional space is needed.

(a) Name: None
Other entity name:
Other entity address:
(b) Name:
Other entity name:
Other entity address:

COUNTY OF TULARE
EXHIBIT G
TO HHS SERVICES AGREEMENT
CONTRACT PROVIDER DISCLOSURES
(Form revision approved 01/01/2018)

(4) Identify and provide the following information for each managing employee. If there are no managing employees, please respond "None." Attach a separate sheet if additional space is needed.

(a) Managing employee: <u>Raymond R. Banks, Chief Executive Officer</u>	
Address: <u>P.O. Box 7447, Visalia, CA 93290-7447</u>	
SSN: <u>549-72-5063</u>	Date of birth: <u>6/24/1955</u>
(b) Managing employee:	
Address:	
SSN:	Date of birth:
(c) Managing employee:	
Address:	
SSN:	Date of birth:

III. Attestation, Signature and Date

All providers, disclosing entities, fiscal agents, etc. must complete this section.

I certify that the information on this form, and any attached statement that I have provided, has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge. I understand that I sign under penalty of perjury, and may be subject to civil penalties for any misrepresentation, omission, falsification or concealment of any material fact contained herein.

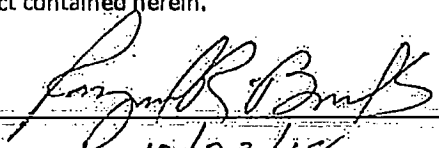
Signature: 
 Date: 10/23/18
 Printed Name: Raymond R. Banks
 Title: Chief Executive Officer

EXHIBIT I
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.

Exhibit J Compliance Criteria

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

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 \$750,000 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 \$750,000 in Federal funding cannot use that money to pay for an audit. Those receiving \$750,000 or more may charge the applicable federal awards for the cost of the audit.
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 DMC, and DMC 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. Contractor's certification to participate in the DMC 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.
35. Contractor's certification to participate in the DMC 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. 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.
37. Americans with Disabilities Act (ADA) Title 45
38. Code of Federal Regulations, Title 42, Part 2; Confidentiality of Alcohol and Drug Abuse Patient Data
39. 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)
40. Tuberculosis Services as defined in Code of Federal Regulations, Title 45, Section 96.121 for those clients receiving AOD treatment services
41. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing
42. California Code of Regulations, Title 9, Division 4, Chapter 5; Licensure of Residential Alcoholism or Drug Abuse Recovery
43. California Penal Code Section 11165.7; Mandated Reporter
44. 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)
45. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
46. 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).

47. 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)
48. This contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of the contract in any manner.

ADDITIONAL PROP 36 (SACPA) REGULATORY REQUIREMENTS

1. Services will be provided following guidelines for allowable and allocable costs as contained in Federal OMB Circular A-122.
2. For purposes of the purchase of equipment, defined as an article of nonexpendable, tangible property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more, the capitalization level established by the County Auditor-Controller is \$5,000. Expenditures which are less than \$5,000 are considered allowable costs in the year incurred, notwithstanding the fact that approval must be obtained from the Assistant Agency Director prior to equipment purchases of \$500 or more.
3. None of the Prop 36 funds paid by the County will be used for drug testing.
4. Prop 36 funds will be used for alcohol and/or drug abuse treatment purposes only. There is no provision for the purchase of land, purchase or construction of buildings, or remodeling of facilities of any kind.
5. Treatment services to clients eligible for Drug Medi-Cal (DIMC) will be charged to DIMC, with the claim clearly identifying that the client is receiving services under Prop 36, assuming that the provider is DIMC-certified.
6. Services will be provided in accordance with CCR Title 9, Division 4, Chapter 2.5, effective March 22, 2001, especially:
 - a. Section 9532(b)(l) states:

"Drug treatment programs in which clients are placed shall assess fees toward cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9."
 - b. Section 9532(d) states:

"The county lead agency shall monitor to assure that assessment and collection of fees, however executed, are coordinated in a manner that avoids duplication and ensures that all fees are accounted for and used to offset the cost of services allowed in accordance with this Chapter."
 - c. Section 9545(a) states:

"Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with the provisions of the ACT, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits."
 - d. Section 9545 (b) states:

"The audit shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS) as described in 'Government Auditing Standards (1994 Revision)', published for the United States General Accounting Office by the Comptroller General of the United States."
 - e. Section 9545(e) states:

"When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall deposit the recovered funds into the county's trust fund."

Such recovery of funds shall be reported to the Department on the 'Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000' (Form 10096, New 10/01), and the specific amount recovered shall be identified in the 'Comments/Remarks' line on the same report. The county shall maintain an audit trail to identify the specific audit periods for which recoveries are reported."

f. Section 9545(g) states:

"Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OM6 Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The county may rely on the single audit as fulfilling its responsibilities in Section 9545(a)."

g. Section 9545(h) states:

"Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the county shall make such work papers available to the Department upon request."

EXHIBIT K

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 L

Substance Use Disorder Service Programs

1. Services

Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner, and in accordance with applicable federal and state statutes and regulations, including, but not limited to, sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards (2017 version), Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq. and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Tulare County Department of Health and Human Services to serve special populations and groups, as applicable; County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The County shall maintain copies of above-mentioned statutes, regulations, and guidelines for Contractor's use. Copies of Substance Use Disorder Service Programs Policies and Procedures are sent to Contractors, as applicable, and can be resubmitted on request. Contractor shall adhere to the applicable provisions of the Multi- Year State-County Contract referenced below in their entirety.

1.1 Counselor Certification: Any registered or certified counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. [State-County Contract, Exhibit A, Attachment I, Part I]

1.2 Re-Certification Events: Contractor shall notify DHCS and the County Alcohol and Drug Administrator within the timeframes noted in the State Contract, in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [State-County Contract, Exhibit A, Attachment I]

1.3 Cultural and Linguistic Proficiency: To ensure access to quality care by diverse populations, each service provider receiving funds from the State-County Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards (2016 version). [State-County Contract, Exhibit A, Attachment I, Part I; 42 CFR 438.206(c)(2)]

1.4 Perinatal Services Network Guidelines: Perinatal programs shall comply with the Perinatal Services Network Guidelines FY 2016-17 until such time new Perinatal Services Network Guidelines are established and adopted. [State-County Contract, Exhibit A, Attachment I, Part IV]

1.5 Charitable Choice Requirements: Contractors shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. Contractors that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the Contractor's program and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the Contractor's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30 for referrals made during the fiscal year. [State-County Contract, Exhibit A, Attachment I, Part III]

1.6 Trafficking Victims Protection Act of 2000: Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). The County is authorized to

terminate the contract, without penalty, if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. [State-County Contract, Exhibit A, Attachment I, Part I]

1.7 Access to Drug/Medi-Cal Services: When a request for covered services is made by a beneficiary, services shall be initiated within 10 business days of the Contractor's receipt of the request. 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 also have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries [State-County Contract, Exhibit A, Attachment I, Part V; State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.8 Contractors that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements, including, but not limited to the following [State-County Intergovernmental Agreement, Exhibit A, Attachment I]:

1.8.1 Culturally Competent Services: Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

1.8.2 Medication Assisted Treatment: Contractors will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose.

1.8.3 Evidence-Based Practices (EBPs): Contractors will implement at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.

1.8.4 Beneficiary Informational Materials: Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informational materials in English and Spanish. Contractor shall request materials from the County, as needed.

1.8.5 Notice of Adverse Benefit Determination (NOABD): Contractor shall immediately notify BHRS of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within 10 business days of the request; or determining that a beneficiary does not meet medical necessity for any substance use disorder treatment services.

1.8.6 Verifying Medi-Cal Eligibility: Contractor shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual. [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.8.7 American Society of Addiction Medicine (ASAM) Criteria: Contractor shall be trained in the ASAM Criteria prior to providing services. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.9 No Unlawful Use or Unlawful Use Messages Regarding Drugs: Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements. [State County Contract, Exhibit A, Attachment I, Part I]

1.10 Restriction on Distribution of Sterile Needles: No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. [State County Contract, Exhibit A, Attachment I, Part I]

1.11 Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812). [State-County Contract, Exhibit A, Attachment I]

2. Program Evaluation

2.1 Contractor shall maintain books, records, files, documents and evidence directly pertinent to work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with DHCS regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of five (5) years after the termination of the Agreement. Contractor agrees to extend to DHCS and to the County and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of Contractor's program with reasonable notice.

2.2 Formal evaluation of the program shall be made annually through a Provider Self-Audit and on-site visit. This evaluation shall result in a written report to the Contractor within fifteen (15) working days of the site visit. Any report that results from a site visit shall be submitted to the Contractor within fifteen (15) working days. Contractor shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.

2.3 Contractor shall meet the requirements of and participate in the management information system of BHRS, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the County Alcohol and Drug Administrator for program and research requirements.

2.4 Contractor shall notify the County Alcohol and Drug Administrator within two business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP). Contractor shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the County Alcohol and Drug Administrator.

3. Records

3.1 Contractor and the County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, dated June 9, 1987), the Federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. Contractor shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. Contractor shall ensure staff participate in information privacy and security training at least annually, and prior to accessing PHI or PI, sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement

Policies. The statement must be renewed annually and shall be retained for a period of six (6) years following termination of this contract. [State-County Contract, Exhibit F, Attachment I].

3.2 Where contracts exceed \$10,000 of state funding – the Contractor shall be subject to examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

3.3 Contractor shall allow DHCS, US HHS, the Comptroller General of the U.S. and other authorized federal and state agencies, or their duly authorized representatives to inspect books, records and facilities, as permitted by law.

3.4 The Contractor, if applicable, shall maintain medical records required by Title 22 of the California Code of Regulations, and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations.

3.5 Contractor is responsible for the repayment of all exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under the Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to County. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State via the County. [State-County Intergovernmental Agreement, Exhibit B]

3.6 Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

4. Unusual Occurrence and Incident Reporting

4.1 Contractor shall report unusual occurrences to the County of Tulare Substance Use Services' Program Manager or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

4.2 Unusual occurrences are to be reported to the County within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

- 4.2.1 Complete written description of event including outcome;
- 4.2.2 Written report of Contractor's investigation and conclusions;
- 4.2.3 List of persons directly involved and/or with direct knowledge of the event.

4.3 The County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

4.4 Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. Contractor shall notify the County Alcohol and Drug Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

5. Applicable Fee(s)

5.1 Contractor shall charge participant fees. No one shall be denied services based solely on ability or inability to pay.

5.2 Contractor shall perform eligibility and financial determinations in accordance with a fee schedule approved by the Chief of Alcohol and Drug Programs for this purpose. Individual income, expenses, and number of dependents shall be considered in formulating the fee schedule and in its utilization.

5.3 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

5.4 Contractor shall conduct community-centered fundraising activities, as appropriate.

6. Non-Discrimination

6.1 Contractor shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

6.2 The contractor and/or any permitted sub-contractor shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on a basis of the race, color, religion, national origin, sexual orientation, age or mental or physical handicap of the beneficiaries to be served.

6.3 The Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

7. Required Program Submissions

7.1 Contractor agrees to maintain, and provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

7.4 Upon Contractor's completion of services under this Agreement to County's satisfaction, payment to Contractor shall be made monthly in accordance with the procedures set forth in Exhibit B. All billings and reports shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. It is understood and agreed that County may withhold payment until receipt of billings and reports in the prescribed detail and format. Billings and reports shall be made and forwarded to County of Tulare Health & Human Services Division of BHRS promptly at the end of each calendar month; no later than the 10th day of the month following the month in which the services, for which billing is made, were rendered. Payments received after that date may result in a delay in payment until the next monthly billing cycle. The payment for the month of September may be withheld pending receipt of the preceding year's Cost Report on continuing services contracts.

7.5 Contractor shall provide County with an annual Cost Report no later than sixty (60) days after the termination of this agreement. In addition to the annual Cost Report, Contractor shall furnish County, within one hundred and eighty (180) days of close of contractor fiscal year, a certified copy of an Audit Report from an independent CPA firm. This Audit Report shall cover Contractor's fiscal year which most nearly coincides with County's fiscal year. Contractors receiving federal funds shall comply with Office of Management and Budget (OMB) Circular Number A-133, Uniform administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations. Cost Report settlements shall be made when a proper Cost Report has been submitted to the County. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due to the County.

7.6 Contractor will have an MOU in place with all approved subcontractors that defines the services to be provided by the subcontractors and is consistent with and fully reflects the services and conditions described in this contract. Such MOUs will be made available to County within a reasonable time upon request.

7.7 Contractor will report all data and outcomes, such as CalOMS and DATAR, as required by state or county and as required by the State-County Contract.

8. Contractor's Compliance with Provisions of State Contract

8.1 The County receives funding from DHCS pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that County contractually obligate any of its sub-contractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PII and/or PHI, a hard copy of which County will provide to the Contractor upon request, and an electronic copy of which can be found on the DHCS website at <http://www.dhcs.ca.gov/Pages/DMC-ODS-Executed-Contracts.aspx>.

8.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile to the following contact: Privacy Officer – Ph: (559) 624-7465, e-mail: privacyofficer@tularehhsa.org. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.

8.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9. Electronic Signature

If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with DHCS requirements.

If Contractor uses electronic medical records, the Contractor agrees to submit staff updates, including changes in roles or new or separated staff, to the AVATAR Administrator within the timeframes outlined in the HHS Policy 30-02 EHR Privacy and Security. The notification shall include submission of the AVATAR Electronic Signature Agreement and AVATAR User Request/Change Form, as applicable. If a user suspects that their electronic signature may be comprised, Contractor shall notify the AVATAR Administrator within the timeframes outlined in the HHS Policy.

10. Compliance with Anti-Kickback Statute

Contractor shall comply with the provisions of the "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

11. Davis-Bacon Act

Contractor must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

12. Conditions for Federal Financial Participation

12.1 Contractor shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

12.2 Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

12.2.1 Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

12.2.2 Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

12.2.3 Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

- i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
- ii. An entity that would provide those services through an excluded individual or entity.

13. Certification of Non-Exclusion or Suspension from Participation in Federal Health Care Program

13.1 Federal and State Excluded, Suspension and Debarment List: The County and the Contractor shall comply with the provisions of Title 42 § 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs from having a relationship with the County or Contractor.

13.2 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.

13.3 Contractor shall certify, prior to the execution of the contract, that the Contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and

provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.3.1 www.oig.hhs.gov/exclusions - LEIE Federal Exclusions

13.3.2 www.sam.gov/portal/SAM - GSA Exclusions Extract

13.3.3 www.Medi-Cal.ca.gov – Suspended & Ineligible Provider List Contractor shall certify, prior to the execution of the contract that the Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or sub-contractors, and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.3.4 <https://www.ssdmf.com/> - Social Security Death Master File

13.4 Contractor is required to notify County immediately if they become aware of any information that may indicate their (including employees and subcontractors) potential placement on an exclusions list.

14. License Verification

Contractor shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, DHCS or the US Department of Health & Human Services.