

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 **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 the COUNTY requires pertaining to the COUNTY'S alcohol and drug needs;**
- 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, 2019 and expires at 11:59 PM on June 30, 2020 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, A-2
- 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
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<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	Substance Use Disorder Provisions
<input checked="" type="checkbox"/>	Exhibit J	Compliance Criteria
<input checked="" type="checkbox"/>	Exhibit K	Assurances
<input checked="" type="checkbox"/>	Exhibit L	Monitoring and Audit

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:

Contract Unit
Tulare County Health and Human Services
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-737-3718

CONTRACTOR:

Addiction Research and Treatment, Inc DBA BAART
1145 Market St., 10th Floor
San Francisco, CA 94103
Phone No.: 415-552-7914
Fax No.: 415-552-3455

With a Copy to:

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

(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.

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

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: 07/31/2019

By [Signature]

Print Name Daniel Gutschewitter

Title CFO

Date: 07/31/2019

By [Signature]

Print Name Frank Baumann

Title COO

[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

Approved as to Form

County Counsel

By [Signature] 8/6/19

Deputy

Matter # 2019795

EXHIBIT A – SCOPE OF SERVICES (NTP/OTP)

JULY 1, 2019 – JUNE 30, 2020

Section 1 - Services Provided

- A. Opioid Treatment Program (OTP) Level 1: Medically necessary services shall be provided in accordance with an individualized treatment plan determined by a licensed physician and approved and authorized according to the State of California requirements. Narcotic Treatment Providers (NTPs)/Opioid Treatment Providers (OTPs) are required to offer and prescribe medications to patients covered under the Drug Medi-Cal – Organized Delivery System (DMC-ODS) formulary including Methadone, Buprenorphine, Naloxone and Disulfiram.
- B. The components of NTP/OTP services include the following services:
1. **Intake:** The process of determining that a beneficiary meets the medical necessity criteria and a beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders, the diagnosis of substance use disorders, and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
 2. **Individual and Group Counseling:** Contacts between a beneficiary and a therapist or counselor.
 3. **Patient Education:** Provide research based education on addiction, treatment, recovery, and associated health risks.
 4. **Family Therapy:** The effects of addiction are far-reaching and patient's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
 5. **Transportation Services:** CONTRACTOR shall make available a means or arrangement for transportation to and from medically necessary treatment.
 6. **Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.
 7. **Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
 8. **Crisis Intervention Service:** Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.
 9. **Treatment Planning:** CONTRACTOR shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within the regulatory timeframe then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.
 10. **Medical Psychotherapy:** Type of counseling services consisting of a face-to-face discussion conducted by the Medical Director of the NTP/OTP on a one-on-one basis with the patient.

11. **Discharge Services:** The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing, and human services.
12. **Case Management:** Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law. The components of case management include:
 - a) Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
 - b) Transition to a higher or lower level of SUD care;
 - c) Development and periodic revision of a client plan that includes service activities;
 - d) Communication, coordination, referral, and related activities;
 - e) Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 - f) Monitoring the beneficiary's progress; and
 - g) Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.
13. **Physician Consultation:** Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

14. **Recovery Services**

In addition to the general recovery services requirements outlined in Article III.T of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific recovery services requirements:

- a) The Contractor shall offer DMC-ODS beneficiaries SUD recovery services, when a Medical Director or LPHA has determined that recovery services are medically necessary and after the DMC-ODS beneficiary has been discharged from SUD treatment services.
 - (i) Recovery services shall be made available to DMC-ODS beneficiaries in accordance with their individualized treatment plan.
 - (ii) The Contractor shall not provide a DMC-ODS beneficiary with recovery services while the DMC-ODS beneficiary is receiving SUD treatment services.
- b) The components of recovery services shall include:
 - (i) Outpatient individual or group counseling (relapse prevention).
 - (ii) Recovery monitoring/coaching (via telephone or the internet).
 - (iii) Peer-to-peer assistance.
 - (iv) Care coordination to services to education services, life skills, employment services, and job training.

- c) Care coordination to child care, child development and support services, and marriage/family counseling.
- d) Care coordination to housing assistance, transportation, case management, and individual service coordination.

C. Dosing

1. Courtesy Dosing

- a) CONTRACTOR may provide replacement narcotic therapy to visiting beneficiaries approved to receive services on a temporary basis (less than 30 days) in accordance with Title 9, Section 10295. Prior to providing replacement narcotic therapy to a visiting beneficiary, CONTRACTOR must comply with Title 9, Section 10210(d).
- b) COUNTY shall accept, and reimburse, a claim from CONTRACTOR that pays another NTP/OTP for providing courtesy dosing (Dosing NTP/OTP) to a beneficiary. The COUNTY shall use the reimbursement rate established in Exhibit B.

2. NTP/OTP Courtesy Dosing Documentation Requirements

- a) CONTRACTOR shall maintain documentation of the referral, and treatment by a Dosing NTP/OTP, in the beneficiary medical record for each day of courtesy dosing. CONTRACTOR shall maintain a record of the invoice and payment for the courtesy dosing for each claim submitted for reimbursement. The invoice shall include all information needed to complete a claim, including dates of service, type of service, and units of service.
- b) If applicable, CONTRACTOR shall include entries on a cost report to capture the revenue and expenses related to courtesy dosing for the purpose of cost settlement.

3. Naltrexone Treatment Services.

- a) For each beneficiary, all of the following shall apply:
 - (i) CONTRACTOR shall confirm and document that the beneficiary meets all of the following conditions:
 - (ii) Has a documented history of opiate addiction.
 - (iii) Is at least 18 years of age.
 - (iv) Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. CONTRACTOR shall administer a body specimen test to confirm the opiate free status of the beneficiary.
 - (v) Is not pregnant and is discharged from the treatment if she becomes pregnant.
 - (vi) The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results.
 - (vii) The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

Section 2 - Assessments

- 1. **Face-to-Face:** Assessments shall be face-to-face and performed by qualified staffing. If the face-to-face assessment is provided by a certified counselor, the "face-to-face" interaction must take place, at minimum, between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or LPHA. This interaction also must be documented appropriately in the medical record to establish the determination of medical necessity for the beneficiary.

2. **Re-Assessments:** Re-assessments shall occur a minimum of every 90 days, unless there are significant changes warranting more frequent re-assessments. ASAM Level of Care data shall be entered into AVATAR for each assessment and re-assessment and within seven (7) days of the assessment/re-assessment.
 - a) For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (NTP/OTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least annually through the reauthorization process and determine that those services are still clinically appropriate for that individual.
3. **ASAM Training:** Staff performing assessments shall complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

Section 3 - Program Requirements

A. Counselors

1. At least seventy percent (70%) of staff providing counseling services in all AOD programs shall be licensed or certified in accordance with federal regulations and COUNTY policies and procedures. The remaining thirty percent (30%) may be registered.
2. Upon of hire, all non-licensed or non-certified individuals providing counseling services in an AOD program shall be registered to obtain certification as an AOD Counselor by an approved certifying organization, in accordance with Title IX regulation.
3. Registrants shall complete certification as an AOD Counselor within two (2) years of the date of registration.
4. Registrants shall be accompanied by a licensed or certified AOD Counselor when conducting individual counseling sessions, group counseling sessions, face-to-face interviews, or counseling for families, couples, and other individuals significant in the life of the participants, patients, or residents.

B. Volunteers

1. In the event volunteers are used, CONTRACTOR shall meet the following requirements:
2. Volunteers shall NOT be currently receiving treatment by CONTRACTOR.
3. Volunteers shall NOT have access to beneficiaries' information, to include:
 - a) Access to EHR systems;
 - b) Personnel files; and
 - c) Beneficiaries PII
4. If CONTRACTOR utilizes the services of volunteers, it shall develop and implement written policies and procedures, which shall be available for, and reviewed with all volunteers. The policies and procedures shall address all of the following:
 - a) Recruitment;
 - b) Screening;
 - c) Selection;
 - d) Training and orientation;
 - e) Duties and assignments;
 - f) Supervision

- g) Protection of beneficiaries confidentiality; and
 - h) Code of Conduct
5. The program shall maintain personnel files on all volunteers. Each personnel file shall contain:
- a) Health records including a health screening report or health questionnaire and tuberculosis test result records as required;
 - b) Code of Conduct statement;
 - c) Protection of confidentiality statement; and
 - d) Job description including lines of supervision
 - e) At no time shall a volunteer be alone with beneficiaries during treatment.

Section 4 - Performance Standards

A. Access to Care

1. Timely access data—including date of initial contact, date of first offered appointment and date of scheduled assessment—shall be entered into AVATAR within seven (7) days of the intake. The Contractor shall provide the beneficiary, at minimum 50 hours of counseling session with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

Performance Standard:

- a) First face-to-face appointment and intake assessment shall be scheduled the same day the beneficiary is admitted.
 - (i) CONTRACTOR shall allow beneficiaries to appear in person and receive same-day screening, ASAM assessments, and referral, if available.
- b) First face-to-face appointment Medication Assisted Treatment appointment for beneficiaries with alcohol or opioid disorders shall occur the same day the beneficiary is admitted
- c) At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location and time of services
- d) Timely access data will be entered in AVATAR within seven (7) days of first contact for 100% of beneficiaries.

B. Transitions Between Levels of Care

1. Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment, ensuring a minimal delay between discharge and admission at the next level of care, providing transportation as needed, and documenting all information in AVATAR. The Contractor shall ensure case management services are available to coordinate care with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may be simultaneously participating in OTP services and other ASAM LOCs
2. Performance Standard:
 - a) Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.
3. Care Coordination and Linkage with Ancillary Service

- a) The Contractor shall ensure 42 CFR Part 2 compliant releases are in place in order to coordinate care. The Contractor shall screen for and link clients with mental and physical health, as indicated

4. Performance Standard:

- a) There is documentation of physical health and mental health screening in 100% of beneficiary records
- b) At least 80% of beneficiaries have 42 CFR compliant releases in place to coordinate care with physical health providers
- c) At least 70% of beneficiary records have documentation of coordination with physical health
- d) At least 80% of beneficiaries engaged for at least 30 days will have an assigned Primary Care Provider
- e) At least 80% of beneficiaries who screen positive for mental health disorders have 42 CFR compliant releases in place to coordinate care with mental health providers
- f) At least 70% of beneficiary records for individuals who screen positive for mental health disorders have documentation of coordination with mental health (e.g. referral for mental health assessment or consultation with existing providers).

C. NTP/OTP Linkages with SUD Services

- 1. CONTRACTOR shall have procedures for linkage/integration for beneficiaries requiring NTP/OTP and other treatment services (i.e., Outpatient, Intensive Outpatient, Residential) for substance use disorders. CONTRACTOR shall regularly communicate with physicians of beneficiaries who are in other treatment programs unless the beneficiary refuses to consent a 42 CFR, Part 2 compliant release of information for this purpose.
- 2. Performance Standard:
 - a) At least 80% of beneficiary records for individuals receiving NTP/OTP for substance use disorders shall have 42 CFR compliant releases in place to coordinate care
 - b) At least 80% of beneficiaries with a primary opioid or alcohol use disorder shall be linked to an NTP/OTP assessment and/or NTP/OTP services

D. Culturally Competent Services

- 1. CONTRACTOR shall be responsible to provide culturally competent services. CONTRACTOR 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.
- 2. Performance Standard:
 - a) 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
 - b) At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services.

E. Delivery of Individualized and Quality Care

- 1. Beneficiary Satisfaction: CONTRACTOR (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.

2. Evidence-Based Practices (EBPs): CONTRACTOR shall implement, and assess fidelity to, at the least Motivational Interviewing, and two of the following EBPs per service modality: -Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.
3. ASAM Level of Care: All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in AVATAR with seven (7) days of the assessment.
4. Performance Standards:
 - a) At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey
 - b) At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)
 - c) CONTRACTOR shall implement with fidelity at least three approved EBPs
 - (i) Motivational Interviewing is a required EBP
 - d) 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care
 - e) At least 70% of beneficiaries admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment
 - f) At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment

Section 5 - Outcomes

- A. In order to assess whether beneficiaries: 1) Reduce substance abuse or achieve a substance-free life; 2) Maximize multiple aspects of life functioning; 3) Prevent or reduce the frequency and severity of relapse; and 4) Improve overall quality of life, the following indicators that shall be evaluated and measured include, but are not limited to:
 1. Engagement in the first 30 days of treatment (at minimum 50 minutes of counseling sessions with therapist or counselor for up to 200 minutes)
 - a) Additional services may be provided based on medical necessity
 2. Reduction in substance use
 3. Reduction in criminal activity or violations of probation/parole and days in custody
 4. Increase in employment or employment (and/or educational) skills
 5. Increases in family reunification
 6. Increase engagement in social supports
 7. Maintenance of stable living environments and reduction in homelessness
 8. Improvement in mental and physical health status
 9. Beneficiary satisfaction

Section 6 – Training and Certification

- A. Applicable staff are required to participate in the following training:
 1. Title 22, Drug/Medical (At least annually)
 2. Information Privacy and Security (At least annually)

- a) ASAM E-modules 1 and 2 (Prior to Conducting Assessments)
 - b) Cultural Competency (At least annually)
 - c) Oath of Confidentiality (Review and sign at hire and annually thereafter)
- B. Program Licensure, Certification and Standards
 - 1. Contractor shall possess valid DHCS Alcohol and Drug Certification and DHCS DMC certification for the contracted level of care.
- C. Beneficiary Protections and Beneficiary Informing Materials
 - 1. Beneficiary Informing Materials
 - a) Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.
 - b) 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 informing materials in English and Spanish. Contractor shall request materials from the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.

Section 7 - Notice of Adverse Benefit Determination (NOABD)

- A. Contractor shall have written procedures to ensure compliance with the following:
 - 1. Contractor shall request consent from beneficiaries for the County of Tulare to issue a NOABD to the address on record should covered services be reduced, denied, modified, delayed or terminated. Should a beneficiary refuse to consent, then the Contractor is responsible for issuing any applicable NOABD directly to the beneficiary.
 - 2. Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to: 1) not meeting timely access standards; 2) not meeting medical necessity for any substance use disorder treatment services; and 3) terminating or reducing authorized covered services.

Section 8 - Locations

- A. 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.
- B. 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.
- C. Fresno clinics:
 - 1. The Van Ness Clinic, located at 539 N Van Ness is open for the dispensing of methadone 365 days per year. The Van Ness Clinic hours are Monday through Friday from 6:00AM to 2:00PM, Saturday and Sunday from 6:00 AM to 10:00AM and on Holidays from 6:00AM to 9:00 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

2. The E Street Clinic, located at 1235 E Street is open for the dispensing of methadone 365 days per year. The E Street 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.
3. The Cartwright Clinic, located at 3103 E Cartwright Avenue is open for the dispensing of methadone 365 days per year. The Cartwright Clinic hours are Monday through Friday from 5:30 AM to 9:30 AM & 10:30 AM to 1:00 PM, Saturday and Sunday from 6:00 AM to 9:00 AM 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.

Section 9 – Additional Contract Information

- A. If significant changes are expected, Contractor must submit a request in writing to the contract manager. Contractor must receive written approval prior to any changes being implemented and/or reimbursed. Significant changes include, but are not limited to:
 1. Scope of Work
 - a) Proposing to re-distribute units of service between existing service codes by more than 20%
 - b) Proposing to add or remove a service modality
 - c) Proposing to transfer substantive programmatic work to a subcontractor
 - d) Proposing to provide any services by telephone or field-based
 2. Budget
 - a) Proposing to re-distribute more than 20% between budget categories
 - b) Proposing to increase or decrease FTE
 - c) Proposing to increase the contract maximum
- B. Contractor shall also report any other key changes per the timelines and processes outlined in applicable Policies and Procedures, including, but not limited to: 1) Staff Updates; 2) Facility alterations/renovations; 3) Unusual occurrences or incidents; 4) Reduction in DMC services; and 5) Not accepting beneficiaries (facility at capacity).

EXHIBIT A1 – Drug Medi-Cal – Organized Delivery System

JULY 1, 2019 – JUNE 30, 2020

The Drug Medi-Cal Organized Delivery System (DMC-ODS) is a pilot program to test a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a Substance Use Disorder (SUD). DMC-ODS has the potential to address the aforementioned limitations on California's DMC-funded services. It will provide access to treatment modalities and services previously not covered by DMC benefits, making available a full continuum of evidence-based SUD treatment and thus increasing the likelihood that beneficiaries will be able to achieve and sustain long-term recovery.

In addition, DMC-ODS will facilitate increased coordination and integration of SUD services with physical health and mental health care, potentially leading to improved clinical and fiscal outcomes. Furthermore, by enhancing counties' ability to selectively contract with providers and expanding the provider types included in the SUD workforce, DMC-ODS can address limitations that have hampered the delivery of effective SUD services to Medi-Cal beneficiaries. Consequently, it is anticipated that the implementation of DMC-ODS will lead to improvements in four key areas: (1) access to care, (2) quality of care, (3) cost, and (4) the integration and coordination of SUD care, both within the SUD system and with medical and mental health services.

ASAM Criteria is a collection of objective guidelines that give clinicians a way to standardize treatment planning and where patients are placed in treatment, as well as how to provide continuing, integrated care and ongoing service planning. The criteria were developed by the American Society of Addiction Medicine (ASAM), and presented in a book written by a group of renowned doctors and professionals, working in a variety of mental health and addiction treatment fields. The ASAM Criteria has become the most widely used set of criteria in the United States for the treatment of substance-use issues, and it has been continually revised and updated over the years with the newest science in the field of addiction. The ASAM Criteria has been in use since 1991, and its foundations extend back even further into history. The ASAM Criteria specifies that a professional can use a reference tool such as the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition (DSM-V) to determine if beneficiaries meet medical necessity criteria. Services available through DMC-ODS, through the use of the ASAM criteria include:

- A. .5 Early Intervention
- B. 1 – Outpatient Services
- C. 2.1 – Intensive Outpatient Services
- D. 2.5 – Partial Hospitalization
- E. 3.1 – Clinically Managed Low-intensity Residential Services
- F. 3.3 – Clinically Managed Population-specific High-intensity Residential Services
- G. 3.5 – Clinically Managed High-intensity Residential Services
- H. 3.7 – Medically Monitored Intensive Inpatient Services
- I. 4.0 – Medically Managed Intensive Inpatient Services
- J. 1-WM – Ambulatory Withdrawal Management without Extended On-site Monitoring
- K. 2-WM – Ambulatory Withdrawal Management with Extended On-site Monitoring
- L. 3.2-WM – Clinically Managed Residential Withdrawal Management
- M. 3.7-WM – Medically Monitored Inpatient Withdrawal Management
- N. 4-WM – Medically Managed Intensive Inpatient Withdrawal Management
- O. Recovery Services
- P. Case Management
- Q. Physician Consultation
- R. Additional Medication Assisted Treatment (MAT)
- S. Partial Hospitalization

It is highly encouraged that CONTRACTOR reaches out to community-based organizations and other county resources to maximize CONTRACTOR's services. It is the responsibility of CONTRACTOR to highlight resources available by CONTRACTOR for the community. Beneficiaries have the ability to seek SUD services with CONTRACTOR without prior COUNTY approval, except for residential services, which require a Treatment Authorization Request (TAR) by COUNTY.

EXHIBIT A-2

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-TERMS AND CONDITIONS OF PAYMENT

JULY 1, 2019 – JUNE 30, 2020

Part I – General Fiscal Provisions

Section 1 - Claims Submission and Re-Submission

- A. Invoices and applicable supporting documentation are due by the 10th of the month for services delivered the preceding month.
- B. Following claims submissions to the County by the 10th of the month for services delivered the preceding month and a subsequent utilization review of Drug/Medi-Cal (DMC) files, the County will submit eligible DMC claims received by the Contractor to DHCS.
- C. Any DMC denials shall be resubmitted, as appropriate, by the Contractor to the County, not later than six months after the date of the replaced claim was finalized. Extensions will not be granted.
- D. As claims for Physician Consultation services can only be billed by the eligible DMC provider receiving Physician Consultation services, Contractor is responsible for submitting claims for any Physician Consultation services provided by the County to the Contractor. The County will retain all reimbursements for Physician Consultation services provided by the County to the Contractor. The County can provide receipts to Contractor for the purposes of documentation.
- E. Claims for final payment must be submitted within thirty (30) days of the expiration date of this Agreement. Payment of claims due may be withheld pending receipt of documents required by this contract.

Section 2 – Reimbursement

Service Provided	TOTAL
Non-Perinatal	\$ 4,729,000
Perinatal	\$ 22,000
TOTAL	\$ 4,751,000

- A. Contractor will be paid on a monthly basis, following the submission of an invoice (submitted through AVATAR, as applicable, and on a template provided and/or agreed to by the County) for services delivered to the County's satisfaction. Contractor will be reimbursed the negotiated unit of service rate for all approved claims. Final settlement will be the total of approved claims times the negotiated Fee for Service rate, up to the contract maximum, except for DMC amounts. DMC is an entitlement and cannot be capped.
- B. Contractor will be reimbursed on a Net 30 basis, meaning generally, payments will be processed within 30 days from the invoice date.
- C. Unless otherwise noted in the contract, services provided and reimbursed under this contract are only for Tulare County DMC beneficiaries and low-income (< 138% FPL) uninsured Tulare residents.
- D. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **EXHIBITS A – A2**.

Section 3 - Monitoring and Reporting

- A. 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 in a timely fashion, and/or comply with any other part of this Agreement, COUNTY may withhold future payments until appropriate reports have been filed. CONTRACTOR is subject to annual fiscal monitoring by the County or County's qualified designee.
- B. CONTRACTOR shall certify that all UOS entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of CONTRACTOR's knowledge.
- C. Based upon information obtained from clients, CONTRACTOR shall be responsible for verification of DMC eligibility, which payment source shall be used before any other.
- D. Contractor shall NOT charge a DMC client 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.
- E. At mid-year, or as requested by the County, Contractor shall submit supporting documentation (e.g. copy of General Ledger, report of expenses from financial system) for actual costs to the Tulare County Division of Behavioral Health and Recovery Services for management information and planning purposes.
- F. Annual Cost Reports and all supporting documentation must be submitted within sixty (60) days of the expiration date of this Agreement. The Cost Report shall be based on actual costs.

Part II – DMC Specific Fiscal Requirements

Section 1 – DMC Funding

- A. For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, COUNTY agrees to compensate the CONTRACTOR for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.
- B. CONTRACTOR may not use allocated DMC to pay for any non-DMC services.
- C. If CONTRACTOR receives a combination of DMC-ODS funding and other federal or county realignment funding for the same service element and location, COUNTY shall reimburse CONTRACTOR based on the CONTRACTOR's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or of the Social Security Act, DMC-ODS Special Terms and Conditions (STCs), and STCs' Attachments. Payments at interim rates shall be settled to lower of actual cost or customary charge at year-end.

- D. CONTRACTOR shall comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

Section 2 – DMC-ODS Rates

Service	Type of Unit of Service (UOS)	FY18/19 Non-Perinatal (Regular) Rate Per UOS	FY18/19 Perinatal Rate Per UOS
NTP – Methadone Dosing	Daily	\$ 13.54	\$ 14.58
NTP – Individual Counseling (*)	10-min increment	\$ 15.88	\$ 16.39
NTP – Group Counseling (*)	10-min increment	\$ 3.43	\$ 4.28
NTP – Buprenorphine ¹	Daily	\$ 16.91	\$ 20.15
NTP – Buprenorphine-Naloxone Combo Product	Daily	\$ 20.10	\$ 23.34
NTP – Disulfiram ²	Daily	\$ 7.36	\$ 7.59
NTP – Naloxone ³ (2-pack Nasal Spray)	Dispensed as needed	\$ 144.60	\$ 144.60

(*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record. Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

1 - Buprenorphine: Average daily dose of 16 milligrams, sublingual tablets.

2 - Disulfiram: Average daily dose between 250 and 500 milligrams.

3 - Naloxone: One dose equal to 4 milligrams per 0.1 milliliter.

Services Provided by Modality (funded by DMC-ODS)	Billing/Unit of Service (OuS)	Interim Rates
Encounter Rates		
Outpatient	15 min increments	\$ 33.59
Intensive Outpatient	15 min increments	\$ 32.18
Case Management	15 min increments	\$ 31.16
Recovery Services	15 min increments	\$ 20.83
Physician Consultation	15 min increments	\$ 74.71
Daily Rates		
Level 3.2-WM	Per Day	\$ 135.77
Level 3.1 – Residential	Per Day	\$ 106.04
Level 3.5 – Residential	Per Day	\$ 123.24

Section 3 – Maintenance of Records

- A. CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY to audit contract performance and contract compliance. CONTRACTOR shall make these records available to State and/or Federal representatives, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.
1. Accounting records and supporting documents shall be retained for ten years. When an audit by the Federal Government, DHCS, or the California State Auditor has been started, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process.
 2. Should CONTRACTOR discontinue its contractual agreement with the COUNTY, or cease to conduct business in its entirety, CONTRACTOR shall provide COUNTY with CONTRACTOR's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. CONTRACTOR shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

3. The Contractor shall retain all records required by W&I Code section 14124.1, 42 CFR 433.32, Exhibit A, Attachment I, the DMC-ODS STCs and STCs' Attachments for reimbursement of services and financial audit purposes.

In accordance with Title 45 Code of Federal Regulations, Part 96, Section 96.137, SAPT Block Grant funding is the **"payment of last resort"** for services for Pregnant and Parenting Women, Tuberculosis, and HIV.

EXHIBIT B-1
Electronic Health Records Software Charges
Fiscal Year 2019-2020

Kings View Corporation

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, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)



Automobile Exemption: I certify that Addiction Research & Treatment, Inc. does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.



Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Daniel Gutschmutter, CFO Date: 3/8/2019

Contractor Name Addiction Research & Treatment, Inc.

Signature [Signature]

EXHIBIT I – SUD Services Provisions

Substance Use Disorder Service Programs

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.

Section 1 – Control Requirements

Performance under the terms of this Agreement is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), CONTRACTOR shall: (i) establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the CONTRACTOR for any failure to comply with these requirements:

- A. HSC, Division 10.5, Part 2 commencing with Section 11760.
- B. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- C. Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- D. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- E. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- F. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- G. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- H. Title 42, CFR, Sections 8.1 through 8.6.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
- J. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- K. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Section 2 – Additional Contract Restrictions

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.

- A. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- B. 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.

C. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. 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).

E. Debarment and Suspension

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

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

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

F. Restriction on Distribution of Sterile Needles

No SABG 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 DHCS chooses to implement a demonstration syringe services program for injecting drug users.

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

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

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

H. Nondiscrimination and Institutional Safeguards for Religious Providers

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

I. Counselor Certification

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

J. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

K. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. Tuberculosis Treatment

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

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

M. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

N. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the

substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

O. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

P. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

Q. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

R. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. Nondiscrimination in Employment and Services

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

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in

employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

U. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

V. Additional Contract Restrictions

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

W. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

X. Contractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.

Y. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30

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.

EXHIBIT L

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