



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03863-19  
Dept., Division, FY, #)  
H&SS, SA  
BUDGET ACCOUNT:  
7562, 7566, 7567  
SUBJECT ACCOUNT:  
3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Hilltop Recovery Services, Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

2/1/2019 to 6/30/2020

3. The maximum amount of this Contract is:

Equal to the aggregate dollar value of the Service Authorization Letters to be executed between Solano County and Contractor, which upon execution, will be incorporated into this Contract by this reference.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work


Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E - California Special Terms and Conditions

This Contract is made on January 31, 2019

CONTRACTOR	COUNTY OF SOLANO
Hilltop Recovery Services, Inc.	
CONTRACTOR'S NAME	
<u>Lori Carter-Runyon</u>  02/06/2019 01:38 PM EST	Birgitta E. Corsello DATED
SIGNATURE	County Administrator
	TITLE
Lori Carter-Runyon, Executive Director	275 Beck Ave.
PRINTED NAME AND TITLE	ADDRESS
14715 East Hwy 20	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Clearlake Oaks, CA 95423	Approved as to Content:
CITY STATE ZIP CODE	<u>Gerald Huber</u> 
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	<u>Dennis Bunting</u> 
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

## **EXHIBIT A** **SCOPE OF WORK**

### **1. Contract Description**

Provide residential treatment for substance-related disorders to reduce the rate of substance use and to facilitate the development of personal and interpersonal functioning.

### **2. Solano County Care Management Plan**

- A. Solano County's Substance Abuse Services (SCSAS) provides a range of prevention, intervention, treatment and recovery services for substance abuse problems, including alcoholism and other drug addictions.
- B. The Contractor will refer the clients to the County's Behavioral Health Assessment Team (BHAT) for a face-to-face or telephone assessment using the Addiction Severity Index (ASI) and the Level of Care Utilization System (LOCUS) and/or American Society of Addiction Medicine (ASAM) placement instruments, and a financial screening, or other screening tool. The Contractor is not allowed pre-treatment authorizations; however, if the Contractor determines that a client needs immediate treatment, the Contractor may make a direct referral to a detox or a contracted outpatient treatment program who can initiate a detox or pre-treatment authorization.
- C. The BHAT will authorize a Level of Care Service Package for each client. The authorization will allow Contractor to develop the appropriate mix of services for the individual client, as long as the services are included in the service packages described in the table below. When requested by the Contractor and three weeks prior to the end of the client's authorized period of treatment, each client will be clinically reassessed by the BHAT for step-down services, transition to other community-based services, or reauthorization at the same level of care.

### **3. Service Level Authorizations**

- A. Definition: Service Level Authorization (Authorization) letters will be issued to the Contractor by the BHAT. An Authorization is made up of 6 components:
  - 1. It is for a specific client.
  - 2. It is for a specific Contractor.
  - 3. It is for a particular Level of Care Service Package.
  - 4. It is for an identified period of time (Authorization Period).
  - 5. It will include the name of the BHAT clinician who performed the assessment.
  - 6. It will be executed by a County designee who has the authority to bind the County.
- B. Start Date: The start date for the Authorization is the date that the Authorization is issued by the BHAT staff after completion of the assessment, including the ASI and LOCUS and recorded in the Authorization letter.
- C. Concurrent Authorizations: Generally, a client can have only one open Authorization at a time. Exceptions may occur on a case-by-case basis (e.g., a detox authorization may be open concurrently with an outpatient or other residential authorization.).

### **4. Service Level Authorization Changes**

- A. Contractor-Initiated: If during the Authorization Period, there is a significant change in a client's circumstances (e.g. client's noncompliance with treatment, client relapse or other event indicating the need for a higher level of care) the Contractor's primary clinician will contact the BHAT to request a Level of Care Authorization Change.

- B. Change Approval: A BHAT clinician will review the request and work with the Contractor to make the necessary Authorization changes. All level changes require pre-approval from the BHAT assessor or supervisor. Changes in level of service funding cap or allowed services will not take effect until the appropriate approval process is completed.
- C. Change in Contractor: If during the Authorization Period the client requests a change of contractor, the Contractor's primary clinician should contact the BHAT for assistance. The BHAT will work directly with the client and Contractor's primary clinician, using a problem resolution process, to determine the appropriate solution for the client. If a client is assigned to a new contractor the current Authorization will be closed. Contractor will be paid for any authorized services through the closeout date of the authorization.

## 5. Work Activities

Contractor will:

- A. Provide programs and services in accordance with an appropriate psychosocial treatment model while addressing clients' issues that create barriers to sustaining a healthy and productive lifestyle.
- B. Complement the continuum of substance abuse treatment services available in Solano County by providing quality services that incorporate a curriculum containing Vocational & Life Skills, Domestic Violence, Anger Management, and Depression.
- C. Provide a representative to the Quality Management/Improvement Committee (Quality Team). The Contractor, along with representation from all other adult treatment contractors and County staff will implement Quality Improvement strategies as directed by the County and aid in carrying out the State Department of Substance Abuse System Reengineering projects.
- D. Meet applicable Medi-Cal Title 22 standards for documentation.
- E. Provide treatment services to County authorized clients, as listed in the "Level of Care Service Package," in the subsections below. Contractor will provide SCSAS administration with written protocols for the delivery of services from entry to completion for each level of care service package.
- F. Offer clients with positive urine tests the option of going to a detoxification facility before resuming treatment at the program.

### Level of Care Service Package

- G. Provide Residential Level 1 as determined by LOCUS placement criteria through daily sessions at the Contractor's treatment site. Contractor will provide:
  - 1. Daily supervision of activities and custodial care up to 90 days.
  - 2. Perform the combination of group, individual, family, and education services, physical exams, collateral services, and crisis intervention for this level of care to include medication monitoring.
  - 3. Provide treatment planning.
  - 4. Perform ASI post-testing.
  - 5. Provide case management services.
- H. Provide observed Urinalysis (UA) testing.

**6. Performance Measure(s)**

For both Level of Care Service packages, Contractor's performance will be evaluated as follows:  
At a minimum, Contractor agrees to administer and track the following performance measures:

1. Program retention and completion rates:
  - 35 percent of clients who start the program will successfully complete treatment.
2. Customer satisfaction through locally developed surveys:
  - 80 percent of program participants will report program was beneficial.
  - Post-test will indicate improved functioning in at least two areas contained in the ASI.
3. Pre-post score differences on the ASI.
4. Any required outcome measurements that are associated with the evidence-based program being offered by the Contractor.
5. Demonstrate fidelity to the evidence-based practice by either training or on-going supervision of the clinicians.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Reimbursement for Services:**

- A. Maximum compensation for services shall not exceed the aggregate dollar value of Service Authorization letters executed between County and Contractor for FY 2017-20. Compensation shall be at the rates set forth in Table #1 in Section II, payable monthly in arrears. Contractor may choose from the Service Modalities listed in Section II to develop each individual client treatment plan. Such services shall not exceed the amount per authorized treatment package for each client.
- B. Duplicate services (two groups or 2 individual sessions provided on the same day) are not allowable unless specifically authorized in writing and in advance by Solano County Substance Abuse Division.
- C. In the event this Contract is extended for 90 days to allow for a novation or renewal of the Contract, then the maximum amount of reimbursement for the extension period beginning 7/1/20 and ending 9/30/20 is equal to the aggregate dollar value of the Service Authorization Letters to be executed between Solano County and Contractor, subject to availability of funding per Exhibit C, section 26.
- D. Contractor may bill child care and transportation exclusive of the authorized benefit package for Perinatal Qualified Clients only at rates listed in Table #1 and must be in compliance with Child Care Licensure Regulations (Exhibit D, Section 3).
- E. Contractor shall ensure that clients are enrolled in Medi-Cal and billing for Drug Medi-Cal services is maximized. Contractor will bill for services per treatment authorizations and limits of Exhibit A.

**2. Service Modality Descriptions, Rates, Procedure Codes, and Service Units:**

- A. In order to insure prompt payment the Contractor shall provide the County with documentation of the direct and indirect services provided to clients under this Contract in the prior month by direct input into Avatar. Contractor must enter the data in the system by the 10<sup>th</sup> day of each month and submit vendor claims by the 15<sup>th</sup> of the month. Payment will be denied for services not entered into the system at the time of vendor claim processing.
- B. The procedure code and service units listed in Table #1 will be used to document and track direct and indirect services in Avatar. Procedure code may be changed at any time.

**TABLE #1**

<b>Service Modality</b>	<b>Procedure Code</b>	<b>Rate</b>	<b>Services Include</b>	<b>Service Duration</b>	<b>Additional Comments</b>
<b>Residential treatment</b>	SAH2036	\$120/day regular	Assessment, Treatment Planning, Physical Exam, Individual, Group or Family Counseling UAs, Medication Management, Collateral Services, Crisis Intervention, Education, Case management	Minimum of 1 group, individual or family session per day	

### **3. Method of Payment**

Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided pursuant to executed Service Authorization Letters and Sections I and II. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

### **4. Financial Statements and Audits**

- A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, regarding the appeal will be final.

### **5. Sub recipient Monitoring and Management**

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Contractor will provide a fiscal monitoring report which compares the contract budget per line item in relation to the monthly invoice, cumulative total invoice, and the total contract balance. The County will provide the required format.
- C. Every sub award must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a sub award modification form.
  - 1. Sub recipient Name (which must match the name associated with its DUNS number):
  - 2. Sub recipient DUNS number:
  - 3. Federal Award Identification Number (FAIN): [Not applicable]
  - 4. Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [Not applicable]
  - 5. Sub award Period of Performance Start and End Date: [Not applicable]
  - 6. Amount of Federal Funds obligated by this action: [Not applicable]
  - 7. Total Amount of Federal Funds obligated to the sub recipient: [Not applicable]
  - 8. Total amount of Federal Award: [Not applicable]

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Standard Contract**

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [Not applicable]
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official: [When applicable, County will claim Federal Financial Participation through the California State Department of Health Care Services for Medi-Cal Services (DHCS). DHCS claims services to the Department of Health and Human Services -Centers for Medicare and Medicaid Services (CMS). Additionally, when applicable, County will use Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant monies to fund this Contract. Funding for SAPT is through the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]
11. CFDA Number and name: [93.778 - Medical Assistance Program; 93.959 Block Grants for Prevention and Treatment of Substance Abuse]
12. Identification of whether the award is for research and development. [Not applicable]
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR part 200.414 Indirect (F&A) costs): [Not applicable]

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.



B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## **8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## **9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

## **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

## **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

## **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of



insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2020, this Contract will be automatically extended from July 1, 2020, through September 30, 2020, to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**2. TERMINATION**

Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other.

**3. ADDITIONAL REQUIREMENTS FOR PAYMENT**

For the Contractor to bill for perinatal child care, it must be in compliance with California Perinatal Services Guidelines (I)(H), which states that child care will be provided through a licensed program or a licensure-exempt cooperative childcare facility and:

(1) Child care must be on-site for client's children between birth and 36 months while the mothers are participating in the program (unless a waiver is approved by the Department of Health Care Services).

(2) Child care may be provided on-site or off-site for client's children who are between 37 months and 12 years of age.

(3) Child care for children between 13 and 17 years of age, if necessary or appropriate, may be on-site or off-site as long as their inclusion in the program does not negatively impact the younger children.

**4. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

(1) Contractor agrees not to offer or provide any service for which Contractor is not competently trained or licensed by the State of California.

(2) Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Licensing and Certification Standards. These standards are incorporated by this reference.

(3) Contractor agrees to provide treatment services in accordance with the State Department of Health Care Services Substance Use Disorder (SUD) multi-year contract amendment with Solano County for the Fiscal Year (FY) 2017-18 through FY 2019-20. These requirements are incorporated by this reference.

(4) Contractor will notify County and the State in writing prior to reducing the provision of services under this Contract. In addition, any proposal to change the location where such services are provided, or to reduce their availability, will be submitted in an application to County and the State sixty (60) days prior to the proposed effective date. Contractor will not implement the proposed changes if the State or County denies the Contractor's proposal. Any such changes will be reflected in an amendment to this Contract.

(5) Contractor will provide County with a cost settlement report no later than 60 days after the close of the fiscal year or termination of this Contract. Such report will comply with the State Department of Health Care Services requirements. The reports will be on forms prescribed by County and furnished to Contractor by County.

(6) If a cost report or post-contract audit conducted in accordance with standard accounting procedures finds that the actual aggregate costs for all services provided were lower than the payments made hereunder by County, or if any payments made by County are determined as not being reimbursable in accordance with the terms of the State requirements, the cost settlement will be repaid to County by Contractor forthwith by cash payment, or at the discretion of County, deducted as a credit on future billings.

(7) Contractor will provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less.

(8) Contractor must be able to show evidence that all workstations, laptops, and other computer systems that process or store Protected Health Information (PHI) have a commercial third-party anti-virus software solution with a minimum automatic daily update.

(9) Contractor must be able to show evidence that all staff have confidentiality statements that are renewed annually.

(10) Contractor must be able to demonstrate compliance with the requirement to report security breaches of PHI or security incidents (a fact or incident that indicates that a security breach may be happening or has happened).

#### **5. DRUG FREE WORKPLACE**

Contractor will execute the form attached as Exhibit D-1.

#### **6. CHILD/ADULT ABUSE**

Contractor will execute the forms attached as Exhibit D-2 and D-3.

#### **7. CHANGES AND AMENDMENTS**

Amendments that are not State approved vendor agreement amendments will be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

#### **8. CONFIDENTIALITY OF SUBSTANCE ABUSE TREATMENT RECORDS**

(1) County and Contractor will maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor will divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

(2) Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and will not be disclosed in any manner unless authorized by law. Furthermore, Contractor represents that Contractor is knowledgeable of federal and state confidentiality, privacy, information security and record management laws and regulations applicable to the subject of this Contract and will abide by their requirements. When applicable, disposal and maintenance of records will comply with the State Department of Health Care Services regulations and standards.

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

**Hilltop Recovery Services, Inc.**

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, 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 counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

*Lori Carter-Runyon* 

Signature

02/06/2019  
01:38 PM EST

Date

## **CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

*Lori Carter-Rynon*



Signature: \_\_\_\_\_

02/06/2019  
01:38 PM EST

Date: \_\_\_\_\_

**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- |   |   |
|---|---|
| 1. Health facility  | 12. Licensing worker or evaluator   |
| 2. Clinic   | 13. Public assistance worker  |
| 3. Home health agency   | 14. Adult protective services agency  |
| 4. Educational institution  | 15. Patient's rights advocate   |
| 5. Sheltered workshop   | 16. Nursing home ombudsman  |
| 6. Camp   | 17. Legal guardian or conservator   |
| 7. Respite care facility  | 18. Skilled nursing facility  |
| 8. Residential care institution<br>including foster homes and<br>group homes  | 19. Intermediate care facility  |
| 9. Community care facility  | 20. Local Law enforcement agency  |
| 10. Adult day care facility,<br>including adult day health<br>care facilities | 21. Any other person who provides<br>goods or services necessary to<br>avoid physical harm or mental<br>suffering and who performs duties |
| 11. Regional center for persons<br>with developmental disabilities            |   |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: Lori Carter-Ruyon 

Date: 02/06/2019  
01:38 PM EST



**EXHIBIT E**  
**CALIFORNIA SPECIAL TERMS AND CONDITIONS**

**1. 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.

**2. NULLIFICATION OF THIS CONTRACT**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code section 14124.24, all areas related to the DMC Treatment Program SUD services, this Contract shall be null and void.

**3. HATCH ACT**

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

**4. 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 (H&SC sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**5. 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.

**6. 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 U.S.C. § 812).

**7. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

No 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.

**8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

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

1. Trading Partner Requirements

- a) No Changes. Contractor agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR part 162.915 (a)).
- b) No Additions. Contractor agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR part 162.915 (b)).
- c) No Unauthorized Uses. Contractor agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR part 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR part 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that 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 any 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.



**9. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42 U.S.C. § 300x-65.

**10. 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).

**11. 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).

**12. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)) as amended by section 1702. For full text of the act, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**13. MINIMUM QUALITY STANDARDS**

Contractor shall provide services and adhere to organizational standards as outlined in State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5.

**14. INFORMATION ACCESS FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. 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.
- B. 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:
  - 1. Materials explaining services to the public.
  - 2. Language services.
  - 3. Language interpreter and translation services.
  - 4. Video remote language interpreting services.