

## CONTRACT

This Agreement for Provider Services (Agreement) is made and entered into by and between the County of San Benito (“County”) and Encompass Community Services (“Contractor”) for Adult Residential with Substance Abuse treatment/recovery services as licensed and certified at their appropriate locations.

### Recitals

WHEREAS, County desires to enter into an Agreement whereby Contractor shall provide services set forth herein in accordance with the requirements of Chapter 4 (commencing with Section 9000) of the California Code of Regulations;

WHEREAS, Division 10.5 (commencing with Section 11750) of the California Health and Safety Code provides a set of definitions, standards, procedures, and regulations by and pursuant to which County and Contractor may lawfully contract for such services; and

WHEREAS, Contractor is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of substance use disorder services.

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

### Agreement

#### 1. Contract Term

This Agreement shall commence on July 1, 2022 and end on June 30, 2023, unless sooner terminated as specified herein.

#### 2. Scope of Work

**2.1.** The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County’s written authorization to proceed, those services and work set forth in **Attachment A-Scope of Services** to this Agreement.

**2.2.** Services and work provided by the Contractor at the County’s request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in

**Attachment A** to this Agreement. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

3. Compensation for Services

In consideration for Contractor's performance, County shall pay compensation to Contractor according to the terms specified in **Attachment B, Payment Schedule**.

4. General Terms and Conditions

The rights and duties of the parties to this contract are governed by all other general terms and conditions mutually agreed to and set forth in **Attachment C, General Terms and Conditions**.

5. Insurance Limits

Contractor shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in **Attachment C** to this Agreement.

- (a) **Comprehensive General Liability** - \$1,000,000/occurrence and \$2,000,000/aggregate.
- (b) **Professional Liability/Malpractice/Errors and Omissions** - \$1,000,000/occurrence and \$2,000,000/aggregate.
- (c) **Comprehensive motor vehicle liability insurance** - \$1,000,000/occurrence (general) and \$500,000/occurrence (property)

6. Termination

Either party may terminate this agreement at any time without cause by giving thirty (30) calendar days' advance written notice to the other party. The notice shall state the effective date of the termination. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in **Attachment B** herein, subject to any applicable setoffs. This Agreement may also be terminated for cause as prescribed in **Attachment C**, Section C-18.

7. Specific Terms and Conditions

[ ] There are no additional provisions to this contract.

[ X ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and set forth in **Attachment D, Specific Terms and Conditions**.

[ X ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in **Attachment E, HIPAA Business Associate**.

#### 8. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Attachment A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of his Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

#### 9. Personnel

- 9.1. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 9.2. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
- 9.3. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.
- 9.4. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

#### 10. Code of Ethics

- 10.1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.
- 10.2. Contractor agrees that no part of any federal funds provided under this contract shall be used by Contractor or any subcontractor to support lobbying activities to influence proposed or pending federal or state legislation appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset Contractor's right, or that

of any other organization, to petition Congress, or any other level of government, through the use of other resources (Reference: 31 USC 1352).

## 11. Cultural Competency

- 11.1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- 11.2. County will provide the Cultural Competence Plan (CCP) to Contractor when submitted to the California Department of Health Care Services (DHCS) and as updated annually.
- 11.3. Contractor shall adhere to the provisions of the County CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
- 11.4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.
- 11.5. Contractor shall submit an annual report on Contractor's staff language and ethnicity by August 1<sup>st</sup> each year. This report shall be submitted electronically to the designated SUDs contacts.
- 11.6. Contractor shall regularly have a representative participate in the County Cultural Competence Committee (CCC).

## 12. Quality Management & Reporting

- 12.1. Contractor shall be in full compliance with the County's Quality Improvement Work Plan (QIWP). County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports and related activities it deems necessary to support these functions.
- 12.2. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the San Benito County Behavioral Health Policy & Procedure ADM 0750.
- 12.3. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

- 12.4. Contractor shall provide County, in a timely manner, with any other reports which may be required by State, Federal or local agencies for compliance with this Agreement, including but not limited to information needed for Network Adequacy, Substance Abuse Block Grant (SABG), and Drug Medi-Cal Organized Delivery System (DMC-ODS) monitoring.

### 13. Compliance

- 13.1. Contractor shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Agreement.
- 13.2. Contractor shall comply with all the County, State and Federal licensing requirements applicable for the services Contractor provides through this Agreement for the County.
- 13.3. Contractor shall obtain and maintain appropriate licenses for modes of service provided through this Agreement and display the same in a public location that is reasonably conspicuous.
- 13.4. Contractor shall obtain and maintain applicable certification by DHCS and/or County for modes of service and comply with appropriate County or state service standards.
  - 13.4.1. If, at any-time Contractor's license, registration, DHCS certification, DMC/DMC-ODS certification, ASAM certification approval to operate a substance use disorder treatment program and provided covered services, is revoked, suspended, modified, or not renewed, the County may amend or terminate this Agreement.
  - 13.4.2. County shall terminate this Agreement in the event that the Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse or malfeasance.
- 13.5. It is the policy of the County to monitor all contracts for compliance with contractual requirements. Contractors that establish their own compliance plans are expected to monitor their compliance processes regularly and this shall be reviewed during contract monitoring meetings.
- 13.6. Contractors that maintain their own compliance plan shall provide evidence that their staff is in compliance and provide evidence of annual reviews, updates, and on-going monitoring activities. These activities should include compliance investigations plans of correction, compliance audits, and regular program compliance reviews.

- 13.7. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 and 1128A of the Social Security Act. Federal financial participation is not available for provides excluded by Medicare, Medicaid, or the State Children’s Insurance Program, except for emergency services.
  
- 13.8. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities for the following: Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases, California Licensing Boards, National Plan and Provider Enumeration System (NPPES), California Revoked and/or Suspended Substance Use Counselor List, California Association of DUI Treatment Programs (CADTP), California Consortium of Addition Programs and Professionals (CCAPP), and California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
  - 13.8.1. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on any of the lists mentioned above. Any individual identified as an excluded provider shall not be hired. Verification documentation is maintained by Contractor for designated staff and may be requested by County as a contract monitoring activity.
  - 13.8.2. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on these lists within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of contract monitoring.
  - 13.8.3. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim to County for any payment as it relates to Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

#### 14. Patients’ Rights and Problem Resolution

- 14.1. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.
- 14.2. Contractor shall comply with the County's Medi-Cal beneficiary problem resolution process as stated in the County's Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.
- 14.3. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
  - 14.3.1. Description of grievance and appeal process;
  - 14.3.2. Posting notices explaining the process procedures;
  - 14.3.3. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites; and
  - 14.3.4. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
- 14.4. No provisions of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

## 15. Monitoring/Review Assistance

- 15.1. Contractor agrees to maintain books, records, documents and other evidence necessary to facilitate contract monitoring and audits pursuant to the appropriate Federal, State and local regulations.
- 15.2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.
- 15.3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a

scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the timeframes delineated in the resulting reports.

- 15.4. Contractor shall participate in regularly scheduled contract and internal monitoring (some of which will be done onsite) designed to review various aspects of contracted services, including providing evidence of required licenses, certificates and permits, evidence of monthly review of all exclusion databases mandated by Federal and/or State regulation and Medi-Cal eligibility.

#### 16. Medi-Cal Eligibility

County shall be responsible for verifying client eligibility for Medi-Cal services. However, if applicable, Contractor shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC-ODS services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

#### 17. Confidentiality

- 17.1. The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.
- 17.2. The Contractor agrees to follow and comply with the provisions of 42 CFR Part 2, Subparts A-E, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 17.3. The Contractor agrees to follow and comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, found in **Attachment E** of this Agreement. All work performed under this Agreement is subject to HIPAA.

#### 18. Attestation



18.1. Contractor shall have all employees, working under this contract, sign and date **Attachment F** attesting to the following:

- 18.1.1. Any limitations or inabilities that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
- 18.1.2. A history of loss of license or felony conviction;
- 18.1.3. A history of loss or limitation of privileges or disciplinary activity;
- 18.1.4. A lack of present illegal drug use; and
- 18.1.5. The application’s accuracy and completeness.

19. Information About Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

<u>Contract Administrator for County:</u>	<u>Contract Administrator for Contractor:</u>
Name: Rachel White	Name: Monica Martinez
Title: Asst. Behavioral Health Director	Title: Chief Executive Director
Address: 1131 Community Parkway Hollister, CA 95023	Address: 380 Encinal Street, Suite 200 Santa Cruz, CA 95060
Phone: (831) 636-4020	Phone: (831) 469-1700
Fax: (831) 636-4025	Fax: (831) 425-1905

20. Entire Agreement

20.1. The complete Agreement shall include the following attachment(s) and appendixes attached hereto and incorporated herein:

- 20.1.1. Attachment A – Scope of Services
- 20.1.2. Appendix 1 to Attachment A-Detailed Scope of Services
- 20.1.3. Attachment B – Payment Schedule
- 20.1.4. Attachment C – General Terms and Conditions
- 20.1.5. Attachment D – Specific Terms and Conditions
- 20.1.6. Attachment E – HIPAA Business Associate

20.1.7. Attachment F – Attestation

- 20.2. The County and Contractor shall each comply with all of the terms and conditions set forth in these appendixes and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Attachments and Appendixes), the provisions that requires the highest level of performance from Contractor for the County's benefit shall prevail.
- 20.3. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**Signatures**

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

Approved by San Benito County:

Approved by Contractor:

\_\_\_\_\_  
Chair,  
San Benito County Board of Supervisors

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

DocuSigned by:  
*Monica Martinez*  
30CD86CFE12E44A...  
\_\_\_\_\_  
Monica Martinez, CEO  
Encompass Community Services  
6/16/2022 | 1:00 PM PDT  
Date: \_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
San Benito County Counsel

By: *[Signature]*

Date: 6/16/2022

**Scope of Services**1. **Services**

- 1.1. At the request of the County, Contractor shall provide, as specified in this Agreement, certain Drug Medi-Cal and Organized Delivery System (DMC-ODS) Substance Use Disorder (SUD) treatment services funded by Drug Medi-Cal services for certain clients the County has preauthorized for services.
- 1.2. Contractor shall provide only those services authorized by County. The authorization for services must be provided by County, in writing, and only for those clients who have been evaluated and referred in writing as authorized by the County Behavioral Health Director, or designee, to receive Contractor's provided services through this Agreement.
- 1.3. Contractor shall provide only the DMC-ODS services authorized in writing by County's Behavioral Health Director, or designee. Such services shall be limited to those listed in **Appendix 1 of Attachment A** of this Agreement.

2. **Medical Necessity of Services**

Contractor shall provide only those services which are medically necessary and have been preauthorized in writing by the County's Behavioral Health Director, or designee. Medical necessity shall be determined in accordance with guidelines established by the Department of Health Care Services (DHCS) and the County.

3. **Equipment and Location**

- 3.1. Contractor shall furnish all procedures, materials and equipment, at its own expense, to carry out the terms of this Agreement, except as may be otherwise specified in this Agreement.
- 3.2. Contractor shall not use County premises, property (including equipment, instruments, or supplies) or personnel in the performance of its obligations under this Agreement.

4. **Documentation of Services:**

- 4.1. Documentation must meet medical necessity guidelines determined in accordance with guidelines established by DHCS and County. Documentation must meet DMC-ODS requirements as described by service and procedure code.

4.2. Contractor shall ensure that documentation, including progress notes, shall include the following:

- 4.2.1. Duration of the contact (including documentation time, and
- 4.2.2. Meet all documentation requirements as per DHCS requirements.

4.3. Contractor shall expend no more billable time (including documentation time) performing the DMC-ODS services for a particular client, or a group of clients in the case of group counseling, than the amount specified in **Attachment B, Section 4**.

- 4.3.1. All billed service shall be subject to monitoring by County for compliance with DHCS requirements.

## 5. Reporting & Enrollment Requirements

5.1. Contractor shall fully comply with DHCS requirements for the California Outcome Measurement (CalOMS) for Treatment Services.

5.2. Contractor shall ensure that data is submitted in CalOMS, Drug and Alcohol Treatment Access Report (DATAR) and any other data collection systems required by County or DHCS.

- 5.2.1. Contractor shall ensure that all DATAR reports are submitted to the appropriate entity, timely for each reported activity month.

5.3. Contractor shall ensure and fully comply with the Provider Application and Validation for Enrollment (PAVE) portal provision.

- 5.3.1. Contractor shall ensure that all staff members with a title identified in the list of DHCS recognized provider types, be enrolled in the PAVE portal. ([https://www.dhcs.ca.gov/provgovpart/Documents/PAVE Project for Provider Enrollment Division/Provider Types Supported in PAVE.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/PAVE%20Project%20for%20Provider%20Enrollment%20Division/Provider%20Types%20Supported%20in%20PAVE.pdf))

- 5.3.2. Contractor shall submit evidence of enrollment in the PAVE portal for each applicable individual, to the county.

## 6. Training

6.1. Contractor shall have program staff trained annually on DMC-ODS/Title 22 Regulations, as required. Attendance sheets including the date of the training shall be provided as part of the contract monitoring documentation.

- 6.2. Contractor shall ensure that, at minimum, providers and staff conducting assessments is required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care. Verification of completion including the date the training was completed shall be provided as part of the contract monitoring documentation.
- 6.3. Contractor shall ensure that staff completes information privacy and security training, at least annually, at Contractor's expense. Each staff member that receives information privacy and security training must sign a certification, indicating the staff member's name and the date on which the training was completed. These certifications must be retained, by Contractor, for a period of six (6) years following the termination of this Agreement.

## 7. Evidence Based Practices (EBPs)

- 7.1. Contractor shall ensure that providers implement and use the EBPs that the county has chosen to follow. County has chosen to follow the following EBPs:
  - 7.1.1. Motivational Interviewing
  - 7.1.2. Cognitive Behavioral Therapy

## 8. Substance Abuse Block Grant (SABG) Funding

- 8.1. Contractor shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG.
- 8.2. Contractor shall ensure that no part of any federal funds provided under this Agreement shall be used to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. The salary and wages schedules may be found at [https://grants.nih.gov/grants/poicy/salcap\\_summary.htm](https://grants.nih.gov/grants/poicy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance.
- 8.3. Contractor agrees that there will be no unlawful use or unlawful use messages regarding drugs. Contractor shall ensure 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).

- 8.4. Contractor agrees that 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).
- 8.5. Contractor agrees that 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.
- 8.6. Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 8.7. Contractor agrees that it 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.
- 8.8. Contractor shall regularly 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, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also 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.

## 9. Reporting

- 9.1. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement, and shall submit CalOMS and DATAR reports to ADP, in a timely manner. The Contractor shall use a "Special Services Code" in item #15 on the CalOMS form. The Special Services Code is #350311.
- 9.2. Contractor shall submit to County, by the twentieth (20<sup>th</sup>) day of each month, a written status report consisting of the following data for the previous calendar month (a progress report form shall be provided by County). The report shall contain the following:

- 9.2.1. Number and names of County's clients in treatment at the beginning of the month;
- 9.2.2. Names, dates and times of admission of County clients during the month;
- 9.2.3. Name, reason(s) for early discharge, and date and time of discharge for each County client terminated from Contractor's program during the reported month, where the discharge was made prior to successful completion of the treatment program;
- 9.2.4. Name, date and time of discharge for each County client discharged during the reported month after successful completion of the treatment program;
- 9.2.5. Name and length of stay to date, as of the end of the reported month, for each County client admitted for treatment;
- 9.2.6. If applicable, the name and pregnancy or postpartum status of each County's client in treatment during the reported month, and if care of an infant was necessary during the reported month and, if so, the number of days such care was provided;
- 9.2.7. If applicable, the names of County's clients in treatment under the Substance Abuse and Crime Prevention Act of 2000 ("SACPA", or Proposition 36), and the number of days such care was provided during the month, as well as the fees charged for those services, for each such County SACPA client; and,
- 9.2.8. If applicable, the name of each County client receiving or eligible for CalWORKS benefits.

10. Certification (Reference: 45 Code of Federal Regulations (CFR), Appendix B to Part 76)

- 10.1. The Contractor certifies, to the best of his or her knowledge and belief, the following:
  - 10.1.1. Neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 10.1.2. If the Contractor is unable to certify the above, it shall attach a written explanation to the contract. The inability of a contractor to certify that it is not



presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded may result in denial of the contract.

- 10.2. Contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

## 11. Compliance

- 11.1. Performance under this contract is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC, Sections 11757 (a) and (b), Contractor shall:

- 11.1.1. Establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and

- 11.1.2. Be held accountable for audit exceptions taken by State against Contractor and its subcontractors for any failure to comply with these requirements:

- 11.1.2.1. HSC, Division 10.5;

- 11.1.2.2. Title 9, California Code of Regulations, Division 4;

- 11.1.2.3. Government Code Section 16367.8

- 11.1.2.4. 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;

- 11.1.2.5. Title 42, United States Code (USC), Section 300x-5;

- 11.1.2.6. Title 42 USC, Chapter 6A, Subchapter XVII – Part B, Subpart II, commencing at Section 300x-21)];

- 11.1.2.7. Single Audit Act of 1984 (31 USC section 7501 et seq.) and the Single Audit Act Amendments of 1996 (31 USC sections 7501-7507) and the corresponding most recently revised OMB Circular A-133;

- 11.1.2.8. Title 45 CFR, Part 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant;

- 11.1.2.9. Title 21, CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs);
- 11.1.2.10. Title 21, CFR, Part 1300, et. seq. (Drug Enforcement Administration Requirements for Food and Drugs); and
- 11.1.2.11. State Administrative Manual, Chapter 7200 (General Outline of Procedures).
- 11.1.2.12. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).
- 11.1.2.13. Title 42, CFR Part 54, ADP Bulletin 04-5, Charitable Choice Requirements.
- 11.1.2.14. Contractor shall be familiar with the above laws and regulations and shall assure that its subcontractors are also familiar with such laws.

## 12. Other Provisions

- 12.1. Contractor shall post clients' rights information and regulations, including rights of confidentiality, in a conspicuous location.
- 12.2. Contractor shall give County's clients the same level of care as other clients with similar needs, and shall not discriminate among patients in admission practices, assignment of accommodations, provision for meals, or any other substantive element of the treatment program.
- 12.3. Contractor shall comply, and require that subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted.
- 12.4. Contractor agrees not to charge clients or County for drug testing of clients.
- 12.5. Contractor agrees not to bill Drug Medi-Cal Organized Delivery System (DMC-ODS) for services provided under this contract.
- 12.6. Contractor must comply with Nondiscrimination and Institutional Safeguards for religious Providers

12.7. 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 5.

**Detailed Scope of Services****1. Residential Inpatient Services****1.1. Services**

1.1.1. Contractor shall provide to clients referred by and preapproved by County, **Adult Residential Services with Substance Abuse Treatment/Recovery Services** in compliance and pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor's licensed/certified facilities, and shall be staffed 24 hours per day.

1.1.2. Contractor will provide ASAM Level 3.1, Adult Residential SUD treatment/recovery services, including Clinically Managed Low-Intensity Residential Services, consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

**1.2. Assessment, Referral and Admission**

1.2.1. Individuals requesting admission to the residential recovery program shall have an ASAM Criteria assessment completed by the County.

1.2.2. For those County clients who may possibly self-refer directly to Contractor for Residential Services, Contractor provider staff will refer the client back to County. In the event that the Contractor is pre-authorized by the County to complete an ASAM Criteria Assessment, Contractor provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process.

1.2.2.1. Residential Treatment Service requests originating from the Contractor shall be reviewed and authorized by the County prior to admission to Contractor facility.

1.2.2.2. Upon completion of the assessment a pre-authorization referral packet (including the ASAM assessment) will be sent by the

Contractor to the County for review and authorization for funded services only.

1.2.2.3. During this process, the County will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The County will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider.

1.2.3. Contractor shall provide all legally required care and services for such clients under the residential treatment umbrella, which shall include, but not necessarily limited to:

1.2.3.1. An alcohol and drug-free structured treatment/recovery program;

1.2.3.2. Room and board;

1.2.3.3. No less than twenty-four (24) hours per calendar week of structured alcohol and drug process group and education sessions facilitated by Contractor's paid program staff;

1.2.3.4. No less than one fifty-minute counseling session per calendar week facilitated by Contractor's paid program staff;

1.2.3.5. Case management services design to teach and assist clients in the use of community-based resources including but not limited to 12-Step or other self-help support groups; and

1.2.3.6. Other such program elements as required by the State Department of Health Care Services.

1.2.4. Contractor shall provide to County, within fourteen (14) days following admission to Contractor's program, a written individualized treatment/recovery plan containing long and short term goals and interventions for each client.

### 1.3. Length of Stay

1.3.1. Any beneficiary receiving residential services pursuant to the County's Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services

range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens will be authorized in a one-year period.

1.3.1.1. Residential Services for adults may be authorized for up to 90 days in one continuous period.

1.3.1.2. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days).

1.3.1.3. Perinatal clients may receive a longer length of stay for residential services based on medical necessity.

1.3.2. Contractor shall consult with the County's substance abuse team on a regular basis, and as otherwise may be appropriate, regarding each client's progress and, at least five (5) days prior to discharge from the program, shall submit to County, via fax, a written discharge summary for each client addressing ongoing treatment goals and making recommendations for continuing services, and making arrangements for connecting client with County's out-patient services immediately upon discharge.

1.3.3. If any client leaves or is discharged from Contractor's program prior to the planned date of discharge, Contractor shall immediately, or at the latest on the next business day, notify County of such event by telephone call, followed by a faxed written notification; such notice shall include the reason for and detailed circumstances of such event.

**Payment Schedule**

1. **Billing**

- 1.1. Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced one month in arrears. Contractor shall adhere to the County current method of submission of claims for reimbursement of charges as related to this Contract in the form of hard paper documentation. Contractor shall be capable during the course of this Contract term to adapt to technology changes that may occur that could require that the County receive Contractor charges for services rendered pursuant to the terms and conditions of this contract via electronic submission for Contractor's reimbursement.
  
- 1.2. Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis:
  - 1.2.1. ( X ) One month in arrears.
  - 1.2.2. ( ) Upon the complete performance of the services specified in Attachment A.
  - 1.2.3. ( ) The basis specified in paragraph 4.

2. **Payment**

County shall make payment to Contractor at the address specified in paragraph 19 of this contract, net thirty (30) days from the invoice date.

3. **Compensation**

- 3.1. County shall pay to Contractor:
  - 3.1.1. ( ) A total lump sum payment, or
  - 3.1.2. ( X ) A total sum not to exceed **ONE HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED SEVENTEEN (\$169,717) DOLLARS** for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B.

4. Special Compensation Terms:**Rate Schedule FY 2022-2023**

<b>Encompass Programs</b>	<b>SUDS Service Codes</b>	<b>Units - (Days or Mins)</b>	<b>FY 2022-2023</b>	
			<b>Rate</b>	<b>Total</b>
1. Residential (3.1) ODS Tx Daily Rate Only	51a & 51b	360	\$ 295.01	\$ 106,204
1. Residential (3.1) Room & Board Daily Rate		360	\$ 165.69	\$ 59,648
1. ODS Case Management	93	2,400	\$ 4.19	\$ 10,056
MAT		300	\$ 7.03	\$ 2,109
<b>DRUG/MEDI-CAL TOTAL</b>				<b>\$ 178,017</b>

<b>FISCAL YEAR LIABILITY</b>	<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2022-23	FY 2022-23	\$ 178,017
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		\$ 178,017

4.1. The following specific terms of compensation shall apply:

4.1.1. The amount County shall pay to Contractor for monthly invoices Contractor submits to County shall be based on the number of services provided for clients authorized by the County to receive services delivered by Contractor delivering a service, or combination of services as per the modes of services identified to be provided through this Contract by Contractor and as specified as Drug Medi-Cal Organized Delivery System (DMC-ODS) billable services according to the rates of payment per modes of service specified in this contract.

4.1.2. Payments made pursuant to the rate structure in Appendix 1 to Attachment A. Referenced, shall be accepted by the Contractor as payment in full for Contractor delivered services provided to any beneficiary pursuant to the terms and conditions of this contract.



- 4.1.3. County may transfer contract funds between line items at the discretion of Behavioral Health Director and/or Designee.

## 5. Audit Expectations

Any and all audit exceptions subjected to the California Department of Health Care Services fiscal recoupment identified by the County, or any state or federal agency resulting from an audit of Contractor's performance of this Agreement, or actions by Contractor, its officers, agents and employees shall be the sole responsibility of the Contractor. If the results of any audit show that the funds paid to Contractor under this agreement exceeded the amount due, then the Contractor shall pay the excess amount to County no later than sixty (60) days after the final audit settlement, or at County's election, County may recover the excess or any portion of it by offsets made by County against any payment owed to Contractor under this or any other agreement.

## 6. Contractor Cost Report Submission

- 6.1. As related to the services delivered per the terms and conditions of this Contract, Contractor shall prepare and submit to County a Year End Annual Cost Settlement. Contractor shall provide to the County one hard copy document with original wet signature and electronic submitted copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and per instructions provided by County. Such Annual Reports shall be prepared in accordance with generally accepted accounting principles and Federal, State and County reimbursement requirements and to the degree applicable per County direction to Contractor, using forms, templates and instructions provided by the County.
- 6.2. The Contractor's Year-End Cost Report Settlement as pertains to this Contract shall consist of the following listed documentation:
  - 6.2.1. State Cost Report; and
  - 6.2.2. Annual Report(s), as applicable and required by the County and relevant State and Federal oversight entities

**END OF ATTACHMENT B**

**General Terms and Conditions****1. Indemnification**

Contractor and County each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**2. General Insurance Requirements**

- 2.1. Without limiting Contractor's duty to indemnify County, Contractor shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph 3 shall satisfy the following requirements:
  - 2.1.1. Each policy shall be issued by a company authorized by law to transact business in the State of California.
  - 2.1.2. Each policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
  - 2.1.3. The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
  - 2.1.4. The required coverage shall be maintained in effect throughout the term of this contract.

Contractor shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of Contractor pursuant to this agreement.

**3. Insurance Coverage Requirements**

- 3.1. If required by paragraph 5 of the contract, Contractor shall maintain the following insurance policies in full force and effect during the term of this contract:
  - 3.1.1. Comprehensive general liability insurance. Contractor shall maintain comprehensive general liability insurance, covering all of Contractor's

operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- 3.1.2. Professional liability insurance. Contractor shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- 3.1.3. Comprehensive motor vehicle liability insurance. Contractor shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- 3.1.4. Workers' compensation insurance. Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### 4. Certificate of Insurance

Prior to the commencement of performance of services by Contractor and prior to any obligations of County, Contractor shall file certificates of insurance with County, showing that Contractor has in effect the insurance required by this contract. Contractor shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, Contractor may provide proof of self-insurance meeting requirements equivalent to those imposed herein. Contractor warrants that Contractor's self-insurance provides substantially the same protection to County as the insurance required herein. Contractor further agrees to notify County in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### 5. Records to be maintained

Contractor shall keep and maintain all writings, documents and accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of contractor's subcontractors performing work called for under this contract also keep and maintain such records. All such records whether kept by Contractor or any subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review

or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California.

6. Retention of Records

Contractor shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the three year period.

7. Title of Documents; Copyright

All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited.

8. Independent Contractor

Contractor and its officers and employees, in the performance of this contract, are independent contractors in relation to County and not officers or employees of County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Contractor shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Contractor further represents to County that Contractor has no expectation of receiving any benefits incidental to employment.

9. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies

that no one who has or will have any financial interest under this contract is an officer or employee of County.

10. Compliance with applicable laws

Contractor shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

11. Nondiscrimination

Contractor shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

12. Bankruptcy

Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by Contractor without the prior written consent of County, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

16. Entire Contract

The contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

17. Time is of the Essence

Time is of the essence in the performance of this contract.

18. Termination

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph 19, below. In the event of termination, County shall pay Contractor for all work satisfactorily performed prior to the effective date of the termination.

19. Notices

19.1. Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

19.1.1. The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or

19.1.2. Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

19.1.3. On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

20. Responsibility of Contract Administrators

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion,

change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

21. Materiality

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

22. Waiver

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. County's receipt of consideration with knowledge of Contractor's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

23. Authority and Capacity

Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

24. Binding on Successors

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

25. Culmination of Remedies

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

26. Independent Advice

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

27. No Reliance on Representations

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

28. Reduction of Consideration

Contractor agrees that County shall have the right to deduct from any payments specified in Attachment B any amount owed to County by Contractor as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in Attachment B, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

29. Counterparts

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C**



**Specific Terms and Conditions**

The following paragraphs apply only as indicated above.

1. Contractor shall comply with all statutes and regulations governing the confidentiality of records.
2. Contractor shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
3. Contractor shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.
4. Contractor shall comply with Title 9 Substance Abuse and Crime Prevention Act of 2000:

4.1. Section 9530 (f)

- 4.1.1. With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The county shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

4.2. Section 9530 (k) (2)

- 4.2.1. The County and Contractor shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

4.3. Section 9532 (b) (1)

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

4.4. Section 9535 (e)

4.4.1. The County and Contractor shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the Department's annual audit and resolution of any resulting audit issues if the audit is not resolved within 5 years.

4.5. Section 9545 (a)

4.5.1. County shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with the provisions of the Act, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

4.6. Section 9545 (b)

4.6.1. The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.

4.7. Section 9545 (d)

4.7.1. The written audit report shall establish whether the contractor expended funds in accordance with the provisions of the Act, including terms of SATTA Drug Testing, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded.

4.8. Section 9545 (e)

4.8.1. When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall be reported to the Department on the Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

4.9. Section 9545 (g)

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

4.10. Section 9545 (h)

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

**END ATTACHMENT D**

**Attachment E**

**San Benito County**

**Business Associate Addendum**

1. Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
2. Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
3. Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
4. Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
5. Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
6. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
7. Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
8. Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
9. Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
10. Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

11. Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (10) to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528
12. Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
13. A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - 13.1. Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - 13.2. In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
14. The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**END OF ATTACHMENT E**



**SAN BENITO COUNTY  
BEHAVIORAL HEALTH DEPARTMENT**

**ALAN YAMAMOTO, LCSW**  
Director

1131 San Felipe Road, Hollister, CA 95023  
MENTAL HEALTH • SUBSTANCE ABUSE  
Phone: 831-636-4020 • Toll Free: 1-888-636-4020 • Fax: 831-636-4025

Contracted Provider/Organization: Encompass Community Services

As a contract provider for San Benito County Behavioral Health (SBCBH), I, as an individual provider or as an authorized representative of a provider organization, attest to the following:

1. There are no limitations or inabilities that affect my/my organization's ability to perform any of the contract's essential functions, with or without accommodation.
2. Me/my organization has never incurred a loss of license or a felony conviction.
3. Me/my organization has never incurred a loss or limitation of privileges or disciplinary activity, related Medicare and/or Medicaid/Medi-Cal.
4. I attest to a lack of present illegal drug use.
5. I attest that the contract information related to my company is accurate and complete.

By signing and dating below, I attest that this information is accurate.

<b>Printed Name/Title of Individual or Authorized Representative</b>	
Monica A Martinez	
<b>Signature of Individual or Authorized Representative</b>	<b>Date</b>

SBCBH-Medi-Cal Credentialing Attestation 05/15/20