

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Valley Health Associates ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on July 1, 2019, and end on June 30, 2020, unless terminated earlier as per conditions specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and a condition mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: Not Applicable

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30 Days.

7. **Specific Terms and Conditions** (check one)

- ☐ [ ] 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 listed in Attachment D. Attachment D is made a part of 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 listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Alan Yamamoto

Title: Behavioral Health Director

Address: 1131 San Felipe Road

Hollister, California 95023

Telephone No.: 831-636-4020

Fax No.: 831-636-4025

Contract Administrator for CONTRACTOR:

Name: Valley Health Associates

Title: Amy Bravo, Executive Director

Address: 338 Monterey Street

Salinas, CA 93901

NPI #: 1669513528

Telephone No.: 831-424-6655

Fax No.: 831-424-9717

**SIGNATURES**

APPROVED BY COUNTY:

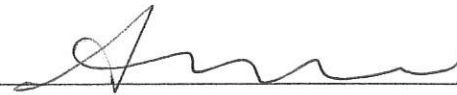
\_\_\_\_\_

Name: \_\_\_\_\_

Chair, San Benito County Board of Supervisors

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

APPROVED BY CONTRACTOR:



Name: Amy Bravo, Executive Director

SSN: 567-95-9187

Date: 6/14/19

**APPROVED AS TO LEGAL FORM:**

Irma Valencia, San Benito County Counsel

By: 

Date: 7-12-2019

## **ATTACHMENT A**

### **Scope of Services**

**Section 1.0 – Clients:** At the request of the COUNTY, CONTRACTOR shall provide as specified in this contract Certain, DMC-ODS (Drug MediCal and Organized Delivery System) Substance Use Disorder (SUDS) treatment services funded by Drug MediCal services for Certain COUNTY preauthorized for services clients.

CONTRACTOR shall provide only those services authorized by the COUNTY in writing and for only those clients who have been evaluated and referred in writing as authorized to receive CONTRACTOR provided services through this contract by the County's Behavioral Health Director, or Designee.

**Section 1.1 – Client Eligibility:** COUNTY shall be responsible for verifying client eligibility for Medi-Cal services.

**Section 2.0 – 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 and the COUNTY.

**Section 3.0 – Procedures:** CONTRACTOR shall provide only the DMC-ODS services preauthorized 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 contract.

**Section 3.2 – Procedures, Materials and Equipment:** CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Contract, except as may be otherwise specified in this Contract. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel in the performance of its obligations under this Agreement

**Section 3.2 – Procedure Definitions:** CONTRACTOR agrees all COUNTY authorized Narcotic Treatment Program (NTP) and Medication Assisted Treatment (MAT) services provided by CONTRACTOR shall comply with all applicable Federal Center for Medicare and Medicaid (CMS) and State Department of Healthcare Services (DHCS) Substance Use Disorder Program laws and regulations. CONTRACTOR provided services for the purposes of this contract are those identified in **Appendix 1 of Attachment A** this contract.

**Section 4.0 – Documentation of Services:** Documentation must meet medical necessity guidelines referenced in Section 2.0 above, and meet Drug Medi-Cal requirements as described by service and procedure code. Documentation, including progress notes, shall include the duration of the contact (including documentation time) and meet all documentation requirements as per State DHCS requirements. 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 of time specified in

Attachment B, section B-4. All billed services shall be subject to periodic monitoring by COUNTY for compliance with State DHCS requirements. Clinical records shall be maintained and made available at any time for inspection and audit, including also any records or documents of the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

**Section 5.0 - Reporting in Compliance with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services:** CONTRACTOR shall fully comply with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services; the Drug and Alcohol Treatment Access Report (DATAR) and any other data collection systems required by the COUNTY or the State DHCS.

**Section 5.1 – Compliance with All Other Applicable Laws and Regulations:** The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Contract. CONTRACTOR shall comply with all the COUNTY and State licensing requirements applicable for the services CONTRACTOR provides through this Contract for the COUNTY. CONTRACTOR shall obtain appropriate licenses for modes of service provided through this Contract and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Health Care Services (DHCS) for modes of service and comply with appropriate COUNTY or State service standards. If, at any time CONTRACTOR's license, registration, DHCS certification, DMC certification, ASAM certification, approval to operate a substance abuse treatment program and provide covered services, is revoked, suspended, modified, or not renewed, the COUNTY may amend or terminate this CONTRACT. COUNTY shall terminate this Contract in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance.

**END OF ATTACHMENT A**

**Appendix 1 to Attachment A**

**Valley Health Contract Modes of Service and Fee Schedule**

<b>San Benito County BH</b> <b>Narcotic Treatment Program - Valley Health Programs</b> <b>FY 19/20</b>								
Valley Health Programs	Number of Clients	Annual Doses	Annual Minutes	Annual UOS - 10 Min. Increments	Estimated Rate*	Total Cost for FY		
NTP MAT Meth Dosing (DMC)	6	2190			\$ 13.11	\$ 28,711		
NTP MAT Meth Dosing Peri (DMC)	1	270			\$ 14.11	\$ 3,810		
NTP MAT Dosing Buprenorphine (DMC)	2	365			\$ 20.18	\$ 7,366		
NTP MAT Dosing Buprenorphine Peri (DMC)	1	270			\$ 28.02	\$ 7,565		
NTP MAT Dosing Disulfiram (DMC)	10	3285			\$ 10.47	\$ 34,394		
NTP MAT Dosing Disulfiram Peri (DMC)	0	270			\$ 10.84	\$ 2,927	*Not Recommended	
NTP Indiv. Counseling (DMC)	8		11,520	1,152	\$ 15.37	\$ 17,706		
NTP Indiv. Counseling Peri (DMC)	2		2,880	288	\$ 16.39	\$ 4,720		
NTP Group Counseling (DMC)	8		6,480	648	\$ 3.43	\$ 2,223		
NTP Group Peri Counseling (DMC)	2		720	72	\$ 4.28	\$ 308		
Med. Assisted Tmt (MAT) (DMC) Med.Supp or Phys Time	10		300	30	\$ 81.91	\$ 2,457		
Narcan	10	10			\$150.00	\$ 1,500		
<b>Total Drug Medi-Cal</b>						<b>\$113,687</b>		

\*Rates subject to change based on DHCS reimbursement rates that are provided at a later date in the year.

## **ATTACHMENT B**

### **Payments and Schedule**

#### **B-1. BILLING**

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.

#### **B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 (Information about Contract Administrators) of this contract, net thirty (30) days from the invoice date.

#### **B-3. COMPENSATION**

This is a Fee For Services Contract that has the potential for the COUNTY to pay to CONTRACTOR a total sum that may not exceed a maximum of One Hundred Thirteen Thousand Six Hundred Eighty Seven dollars (\$113,687) dollars for the term of this contract. Reimbursement rates for this Contract are based on the modes of services and related Fee Schedule contained in Appendix 1 to Attachment A.

#### **B-4. SPECIAL COMPENSATION TERMS:**

(X) The following specific terms of compensation shall apply: (Specify)

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 MediCal billable services according to the rates of payment per modes of service specified in this contract. 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.

#### **B-5. AUDIT EXCEPTIONS AND OVERPAYMENTS:**

Any and all audit exceptions and or other overpayments subjected to State 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 as an audit exception and or overpayment, then the CONTRACTOR shall pay the overpayment amount to COUNTY no later than sixty (60) calendar days after the, date on which the audit exception and or overpayment was identified or at COUNTY's election. CONTRACTOR must also notify the COUNTY in writing of the reason for the audit exception and or overpayment. COUNTY may recover the overpayment or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other Agreement.

**B-6. CONTRACTOR COST REPORT SUBMISSION:**

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.

The CONTRACTOR'S Year-End Cost Report Settlement as pertains to this Contract shall consist of the following listed documentation:

- State Cost Report.
- Annual Report(s), as applicable and required by the COUNTY and relevant State and Federal oversight entities.

**END OF ATTACHMENT B**

## ATTACHMENTC

### General Terms and Conditions

#### C-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.

#### C-2. GENERAL INSURANCE REQUIREMENTS.

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 C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) 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.
- (c) 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.
- (d) 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.

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

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:

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.

#### C-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.

#### C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain 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.

#### C-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.

#### C-7. TITLE TO 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.

#### C-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.

#### C-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.

#### C-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.

#### C-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.

#### C-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.

### **C-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.

### **C-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.

### **C-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.

### **C-16. ENTIRE CONTRACT.**

This 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.

### **C-17. TIME IS OF THE ESSENCE.**

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

### **C-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 C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

### **C-19. NOTICES.**

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:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) 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

- (c) 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.

#### C-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.

#### C-21. MATERIALITY.

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

#### C-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.

#### C-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.

#### C-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.

#### C-25. CUMULATION 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.

#### C-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.

C-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.

C-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, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, 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, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-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.**

## **ATTACHMENT D**

### **Status of Contractor**

CONTRACTOR is: (check one)

- [ X ] CONTRACTOR is a Contract service provider delivering services as pertains to the terms and conditions of this contract on the behalf of the COUNTY.

### **SPECIFIC TERMS AND CONDITIONS**

The following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.
- D-5. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- D-6. CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive and 290 dd-2; Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and Title 22, California Code of Regulations, Section 51009. CONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.
- D-7. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.
- D-8. CONTRACTOR shall insure that all pertinent admissions for services and length of treatment decisions comply with utilization review regulations.
- D-9. CONTRACTOR shall maintain all necessary licensing and certification to perform under the scope of practice of CONTRACTOR.

- D-10. CONTRACTOR shall comply with all credentialing activities as may be required by the County.
- D-11. CONTRACTOR shall submit to COUNTY in a timely manner all required reports.
- D-12. Notwithstanding anything in paragraph C-6, to the contrary, CONTRACTOR shall maintain records as specified in paragraph C-6 for a period of seven (7) years from the close of the COUNTY'S fiscal year in which this contract is in effect.
- D-13. Notwithstanding paragraphs C-5 and C-6, CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this contract, available for inspection, examination or copying, by the COUNTY, the State Department of Justice, HHS, and the State Department of Health Services, at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- D-14. CONTRACTOR must meet all Department of Health Care services Provider selection criteria.
- D-15. CONTRACTOR shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.
- D-16. CONTRACTOR shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
- D-17. CONTRACTOR provider shall make all the beneficiaries aware of the avenues of grievance and appeal available through the county in accordance with Title 9 California Code of Regulations, Section 1850.205 1850.305. The Provider may direct beneficiaries who are receiving services from the Provider to the County to file grievances and appeals. The Provider shall post the grievance and appeal language in a publicly visible area. Specific procedures for fulfilling these requirements are outlined in the County's Provider Handbook. The County shall not preclude the Provider from establishing it' own grievance and appeal's processes for beneficiaries receiving services from the Provider.
- D-18. CONTRACTOR, in seeking to resolve any problems or appeals with COUNTY, shall follow those procedures specified in the COUNTY's Provider Handbook of the San Benito County Behavioral Health Plan.
- D-19. CONTRACTOR shall adhere to all procedures and regulations as described in the County's Provider Handbook.
- D-20. CONTRACTOR shall comply with all certification requirements to practice as a Drug MediCal-ODS provider for Narcotic Replacement Therapy and Medication Assisted Treatment and must meet all on-site certification criteria prior to certification and every year thereafter.
- D-21. CONTRACTOR shall submit an annual cost report to the COUNTY.
- D-22. CONTRACTOR shall insure all licensed or certified staff possess the proper and valid credentials.
- D-23. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor performing services under this Agreement are specially, trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

- D-24. CONTRACTOR agrees to that all staff providing services pertinent to the deliverables as specified in this Contract are trained to deliver such services.
- D-25. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when such is provided by COUNTY.
- D-26. CONTRACTOR agrees to comply with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace. CONTRACTOR shall publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- D-27. CONTRACTOR shall maintain compliance with the Trafficking Victims Protection Act of 2000 (TVPA). CONTRACTOR and its employees, sub-recipients under this contract, and subcontractors employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect and, use forced labor in the performance of the award or sub awards under the contract. CONTRACTOR must inform the COUNTY and DHCS immediately of any information CONTRACTOR receives from any source alleging a violation of any of the aforementioned prohibited conditions.
- D-28. CONTRACTOR shall adhere to COUNTY and State DHCS requirements for Culturally Competent services delivery and linguistic accessibility. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Contract in cross-cultural situations. CONTRACTOR shall 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 and comply with 42 CFR 438.206(c)(2). CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations and with the Clients authorization.

**END ATTACHMENT D**

## ATTACHMENT E

### HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

#### BUSINESS ASSOCIATE

- (a) 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.
- (b) 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.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), 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.
- (l) 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.

- (m) 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.
  - (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.
  - (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.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) 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 ATTACHMENT E**