

**COUNTY OF VENTURA  
ORGANIZATIONAL PROVIDER AGREEMENT**

Contractor	SENECA FAMILY OF AGENCIES
Contract #	C2425.04
Contract Project Title	Wraparound and Family Urgent Response Services (FURS)
Term	July 1, 2024, through June 30, 2025
Contract Amount	\$2,912,816
Funding Source	Human Services Agency \$1,636,816 Realignment/County  Ventura County Behavioral Health \$1,276,000 Short- Doyle Medi-Cal Federal Financial Participation (Early and Periodic Screening, Diagnostic and Treatment) and Realignment
Is this contract a subaward of federal funds?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes please see Schedule of Federal Funding Exhibit for Details)</i>

This Agreement ("Agreement") is made and entered into as of this 1<sup>st</sup> day of July 2024, by and between the County of Ventura, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and (SENECA FAMILY OF AGENCIES), hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the County, through its Human Services Agency (HSA), Children and Family Services (CFS), and its Health Care Agency (HCA), Ventura County Behavioral Health (VCBH), seek to provide intensive family services to affected youth and families; and

WHEREAS, the Contractor, is a qualified and experienced provider of these needed intensive family services within the County; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of providing the intensive family services as further described in this Contract and incorporated Exhibits.

**TERMS AND CONDITIONS**

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

- 1. TERM.** This Agreement term shall begin July 1, 2024, and continue through June 30, 2025, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2024-25.

2. **DESCRIPTION OF SERVICES.** CONTRACTOR shall furnish and provide all personnel, equipment, and supplies necessary to perform the services in the type and manner described in Exhibit "A" (PROGRAM DESCRIPTION), attached hereto and incorporated herein by this reference.
3. **PAYMENT.** The maximum contract amount shall not exceed \$2,912,816. CONTRACTOR shall be paid in accordance with Exhibit "B" (PAYMENT TERMS).
4. **NOTICE.**

- A. Notice shall be deemed to have been served when it is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

TO COUNTY

Loretta Denering, DRPH, MS  
Interim Behavioral Health Director  
Ventura County Behavioral Health  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

TO CONTRACTOR

Leticia Galyean, CEO  
Seneca Family of Agencies  
8945 Golf Links Road  
Oakland, CA 94605

and

Contracts  
Human Services Agency  
855 Partridge Drive  
Ventura, Ca 93003

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

- B. Site Certification. CONTRACTOR shall notify COUNTY in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. CONTRACTOR shall notify COUNTY of a change of service location at least six (6) months in advance to allow COUNTY sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY, and no further amendment of the Agreement shall be necessary provided that such change of address does not

conflict with any other provisions of this Agreement. Should CONTRACTOR be unable to provide six (6) months notification to COUNTY of a change of service location, CONTRACTOR will notify COUNTY at the earliest opportunity in order to facilitate the site certification process.

- C. Organizational Status/Ability to Provide Services. CONTRACTOR must immediately notify COUNTY of a change in ownership, organizational status, licensure, or ability of CONTRACTOR to provide the quantity or quality of the contracted services in a timely fashion.

- 5. **DIRECTORS.** As used in this Agreement, "DIRECTORS" shall mean the Directors of VCBH and HSA.

**6. OPERATION AND ADMINISTRATION.**

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Organization and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
- B. CONTRACTOR shall make available upon request by the DIRECTORS copies of all public information which is material to the performance of this Agreement.
- C. This Agreement shall be administered on behalf of COUNTY by the DIRECTORS or his or her designee. The DIRECTORS or his or her designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate, including, by the way of example, but without limitation, agreeing to extensions of this Agreement on behalf of COUNTY, and giving notices of termination. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR's performance hereunder.

**7. STATUS OF CONTRACTOR.**

- A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto.
- B. It is understood and agreed that CONTRACTOR will not be entitled to any benefits payable to employees of COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR

hereby holds COUNTY and State harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- C. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- D. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

8. **CONFLICT OF INTEREST.** CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable State and Federal laws and regulations governing conflicts of interest, including, but not limited to, the Political Reform Act, California Public Contract Code section 10365.5, California Government Code section 1090, 42 C.F.R. Section 438.58, and the prohibitions described in Social Security Act section 1902(a)(4)(C).

9. **LAWS AND REGULATIONS.**

- A. Construction and Venue. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and venue for any action brought with respect to any claims arising out of this Agreement shall be brought exclusively in the California Superior Court for Ventura County. The venue for any legal action in Federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the Federal courts shall be the Central District of California.
- B. Applicable Federal Law. CONTRACTOR shall comply with all applicable federal waivers, laws, regulations, and published guidelines (including without limitation all applicable subregulatory guidance, contract provisions, policy letters, procedures, rules, ordinances, directives, manuals, information notices, and any amendments or changes thereto) to the extent that these authorities

contain requirements applicable to CONTRACTOR's performance under this Agreement. These authorities may include, but are not necessarily limited to the following:

- Title 2, Code of Federal Regulations (CFR) Part 200, Subpart F, Appendix II
- Applicable provision of Title 42 CFR
- Title 42 CFR Part 431, Subpart F
- Title 42 CFR Part 433, Subpart D
- Title 42 CFR Part 434
- Title 42 CFR Part 438
- Title 45 CFR Part 75, Subpart D
- Title 45 CFR Part 95, Subpart F
- Title 45 CFR Section 92.1
- Title 45 CFR Section 455
- Applicable Medi-Cal/Medicaid and Medicare laws, requirements, and rules
- Title VI of the Civil Rights Act of 1964
- Title IX of the Education Amendments of 1972
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973
- Americans with Disabilities Act
- Section 1557 of the Patient Protection and Affordable Care Act
- Health Insurance Portability and Accountability Act (HIPAA)
- Deficit Reduction Act of 2005
- Balanced Budget Act of 1997
- Copeland Anti-Kickback Act (18 USC § 874, 40 USC § 3145) and implementing regulations at 29 CFR Part 3, as may be amended.
- Davis Bacon Act, as amended (40 USC 3141 et seq.), and implementing regulations at 29 CFR Parts 1, 3, and 5, as may be amended.
- Contract Work Hours and Safety Standards Act (40 USC § 3701 et seq.) and implementing regulations at 29 CFR Part 5, as may be amended.
- Federal laws that pertain to member rights

- C. Federal Financial Participation Funds. Should any part of the scope of work under this Agreement relate to a California program receiving Federal Financial Participation (FFP) funds that are no longer authorized by law (e.g., programs or funds vacated by a court of law, program or funds for which CMS has withdrawn Federal authority, program or funds which are the subject of a legislative repeal), CONTRACTOR agrees not to work on that part of the Agreement after the effective date of the loss of such program authority. Prior to being compensated for any work that has lost program authority, DHCS must first adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If CONTRACTOR works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, then CONTRACTOR will not be paid for that work. If COUNTY has paid CONTRACTOR in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this Agreement the work was to be performed after the date the legal authority ended, then CONTRACTOR agrees to return all payments for that work. However, if CONTRACTOR worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and COUNTY included the cost of performing that work in its payments to CONTRACTOR, then CONTRACTOR may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority. COUNTY will use its best efforts to provide CONTRACTOR with timely notice of the loss of program authority.
- D. Applicable California Law. CONTRACTOR shall comply with all California laws, regulations, state plan and published guidelines (including without limitation all applicable subregulatory guidance, contract provisions, policy letters, procedures, rules, ordinances, directives, manuals, Mental Health and Substance Use Disorder Services (MHSUDS) information notices and Behavioral Health information notices (BHIN) (information notices), and any amendments or changes thereto) to the extent that these authorities contain requirements applicable to CONTRACTOR's performance under this Agreement. These authorities may include, but are not necessarily limited to the following:
- Applicable provisions of the California Welfare and Institutions Code, including but not limited to:
  - Division 5
  - Sections 14059.5 and 14184.402
  - Sections 14680 – 14685.1
  - Sections 14700 – 14727
  - Chapter 7 of Part 3 of Division 9
  - Applicable provisions of the California Health and Safety Code

- Applicable provisions of the California Business & Professions Code
  - Title 9 of the California Code of Regulations, including but not limited to:
  - Section 1810.100 et seq. (Medi-Cal Specialty Mental Health Services (SMHS)) except as otherwise superseded by applicable DHCS BHINs
  - Title 22 of the California Code of Regulations, including but not limited to:
  - Sections 50951, 50593, 51014.1, and 51.14.2
  - California Department of Health Care Services (DHCS) behavioral health information notices
  - Applicable provisions of DHCS Cost Reporting Data Collection Manual
  - Applicable DHCS Health Care Finance Administration requirements
- E. Applicable Mental Health Plan and Waiver. In its provision of services pursuant to this Agreement and as a contractor of COUNTY/Mental Health Plan, CONTRACTOR will also comply with all applicable sections of the State plan and waiver.
- F. Validity of Regulations. Pursuant to California Welfare and Institutions Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the DHCS pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- G. Incorporation of Contractual Provisions. To the extent applicable under Federal law, this Agreement incorporates the contractual provisions in these Federal regulations and they shall supersede any conflicting provisions in this Agreement.
- 10. CALIFORNIA ADVANCING AND INNOVATION MEDI-CAL INITIATIVE COMPLIANCE.** CONTRACTOR must maintain knowledge of and compliance with COUNTY issued bulletins and affiliated policies that address California Advancing and Innovation Medi-Cal (CalAIM) initiatives.
- 11. INDEMNIFICATION AND HOLD HARMLESS.** All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims or lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the

obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

## **12. INSURANCE PROVISIONS.**

- A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY'S primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
  - 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual and \$100,000 fire legal liability.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) Professional Liability (Medical Malpractice) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - 5) Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate.
  - 6) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If

funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.

- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- E. CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents and volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice from either the carrier or CONTRACTOR has given notice to the County of Ventura, Risk Management Division and VCBH.
- G. Contractor agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
  - 1) Certificates of Insurance for all required coverage.
  - 2) A separate Additional Insured endorsement for General Liability Insurance.
  - 3) Waiver of subrogation endorsements (a.k.a, "Waiver of Transfer of Rights Recovery Against Others" and "Waiver of Our Right to Recover from Others") for Workers Compensation.

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

- H. It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.

- I. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
  - J. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.
13. **DELEGATION AND ASSIGNMENT.** Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors, and which include provisions to verify, by sampling or other methods, whether the services rendered by a subcontractor were received by a member. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and the applicable provisions of 42 C.F.R. 438.230. No subcontract shall terminate the legal responsibility of CONTRACTOR to COUNTY to assure all the activities and obligations under this Agreement will be carried out. For subcontractors that do not perform satisfactorily, CONTRACTOR will remedy the noncompliance in a manner acceptable to COUNTY. Noncompliance may be remedied through a plan of correction or by revoking the delegation of activities, obligations, or reporting requirements. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any noncompliance.
14. **DRUG-FREE WORKPLACE CERTIFICATION.** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a), to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace,
  - 2) CONTRACTORS policy of maintaining a drug-free workplace,
  - 3) any available counseling, rehabilitation and employee assistance programs, and
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
  - 1) will receive a copy of CONTRACTOR's drug-free policy statement, and
  - 2) will agree to abide by the terms of CONTRACTOR's statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and CONTRACTOR may be ineligible for award of future agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or (2) CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

## **15. NON-DISCRIMINATION IN EMPLOYMENT.**

- A. During the performance of this Agreement, CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The CONTRACTOR and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of Sections 15(A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as COUNTY, Directors of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by COUNTY or DHCS, CONTRACTOR may request in writing to COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of COUNTY, State and of the United States.

**16. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.**

- A. CONTRACTOR will not discriminate against Medi-Cal eligible individuals who require an assessment or meet criteria for access to SMHS on the basis of health status or need for health care services.
- B. CONTRACTOR shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of

discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

- C. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. parts 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
- D. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- E. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- F. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a member.
- G. CONTRACTOR's nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- H. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to Medi-Cal beneficiaries with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal enrollees with physical or mental disabilities. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.).
- I. CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans

with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology. Without limiting the generality of the foregoing, this Subsection I requires CONTRACTOR to ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

J. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

- 1) denying any eligible member any covered service or availability of a facility;
- 2) providing to an eligible member any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
- 3) subjecting an eligible member to segregation or separate treatment in any manner related to the receipt of any covered service;
- 4) restricting an eligible member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
- 5) treating an eligible member differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
- 6) assigning times or places for the provision of services to the eligible member; and
- 7) providing hours of operation that are less than the hours of operation offered to commercial enrollees or non-Medi-Cal beneficiaries.
- 8) providing hours of operation that are not comparable to the hours of operation that a provider, who only serves Medi-Cal beneficiaries, makes available for Medi-Cal services that are not covered by the Mental Health Plan (MHP) or another MHP.

- K. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, gender identity, marital status, national origin, religion, sexual orientation, age, or physical or mental handicap or disability made directly to CONTRACTOR, must be communicated in writing to COUNTY within five (5) days of receipt of any such complaint.
  - L. CONTRACTOR's non-discrimination policy shall include a statement that clients' complaints alleging discrimination pursuant to this section may be made directly to COUNTY's Patient Rights Advocate. COUNTY shall inform CONTRACTOR in writing within five (5) days of receipt of any such complaint.
  - M. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients and volunteers.
- 17. CREDENTIALING AND RE-CREDENTIALING.** CONTRACTOR will comply with the credentialing and re-credentialing requirements specified in the applicable DHCS information notice and COUNTY policies and procedures for service providers (employees and contractors) that deliver Medi-Cal covered services. Signed attestations, as required by the applicable DHCS information notice and COUNTY policies and procedures, must be retained on file for each direct service provider. All credentialing and re-credentialing information and practices are subject to audit by County, State or Federal auditors.
- 18. SCREENING AND ENROLLMENT REQUIREMENTS.**
- A. During the term of this Agreement, and at all times while services are being provided, CONTRACTOR, and any applicable subcontractor, shall be enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b)).
  - B. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to one hundred and twenty days (120) days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one (1) one hundred and twenty (120) day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2)).
  - C. Pursuant to 42 C.F.R. part 455.434, as a condition of enrollment, any person providing services under this Agreement must consent to criminal background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider. Any person providing services under this Agreement, or any individual or entity furnishing Medicaid services under this Agreement, and any person with a five (5) percent or more direct or indirect

ownership interest in provider, must submit a set of fingerprints, in a form and manner to be determined by the State Department of Health Care Services (DHCS), within thirty (30) days upon request from the Centers for Medicare and Medicaid Services or DHCS.

Pursuant to 42 C.F.R. part 455.416, this Agreement shall be terminated if any individual or entity described by this section does not submit timely and accurate information and cooperate with the screening methods described above. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with the Medicare, Medicaid, or State Children's Health Insurance programs in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

- D. CONTRACTOR shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

**19. DEBARMENT AND SUSPENSION CERTIFICATION.**

- A. CONTRACTOR shall verify, prior to the execution of the Agreement, that CONTRACTOR does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. CONTRACTOR shall conduct initial and monthly Exclusion & Suspension searches of the following databases and submit verification of compliance with this requirement to COUNTY, DHCS or the US DHHS:

- 1) [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
- 2) [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
- 3) [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
- 4) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
- 5) any other database required by DHCS or DHHS.

- B. CONTRACTOR will certify compliance with the debarment and suspension requirements specified in Exhibit "E."

**20. SOCIAL SECURITY ADMINISTRATION DEATH MASTER FILE.**

CONTRACTOR shall verify that its principals, employees, and subcontractors are not listed on the Social Security Administration's Death Master File prior to: (1) contracting, (2) employing staff, and (3) contract renewal. CONTRACTOR

shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and upon request of COUNTY.

- 21. NATIONAL PLAN AND PROVIDER ENUMERATION SYSTEM (NPPES).** CONTRACTOR shall confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, persons with ownership or control interest, and managing employee/agent) by checking the NPPES system prior to: (1) hiring staff, (2) contracting, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, as new staff are hired, and upon request of COUNTY.
- 22. DISCLOSURES.** CONTRACTOR shall submit the disclosures below to COUNTY regarding CONTRACTOR's ownership and control interests, business transactions and persons convicted of any crime related to Federal health care programs using COUNTY ownership and control interests, business transactions and persons convicted of any crime related to Federal health care programs form. CONTRACTOR is required to submit updated disclosures to COUNTY before entering into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by the State Department of Health Care Services (DHCS).

It is CONTRACTOR's responsibility to ensure that all information submitted under this section is accurate, and to report any changes by completing and submitting a new form within thirty-five (35) days of the change to COUNTY. CONTRACTOR will not receive payments should it fail to make the disclosures required by this section.

This Agreement shall be terminated if CONTRACTOR or a person with an ownership or control interest or who is an agent or managing employee of CONTRACTOR does not submit timely and accurate information and cooperate with the screening methods described below. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with Medicare, Medicaid, or the State Children's Health Insurance Program in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

**A. Disclosure of 5% or More Ownership Interest.**

CONTRACTOR shall complete and submit the Ownership/Controlling Interest Disclosure form, incorporated herein by reference, to COUNTY before entering into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by the DHCS.

**B. Disclosures Related to Business Transactions.**

CONTRACTOR must submit disclosures and updated disclosures to the DHCS or U.S. Department of Health and Human Services including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed: (1) ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request and (2) any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.

**C. Disclosures Related to Persons Convicted of Crimes.**

CONTRACTOR shall submit the following disclosures to the DHCS regarding CONTRACTOR's management: (1) the identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to Federal health care programs and (2) the identity of any person who is an agent of CONTRACTOR who has been convicted of a crime related to Federal health care programs. "Agent" has the meaning described in 42 C.F.R. part 455.101. CONTRACTOR shall supply the disclosures before entering into this Agreement and at any time upon DHCS's request.

**23. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.**

- A. CONTRACTOR hereby acknowledges that COUNTY has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Health Care Agency (HCA) and certain of its contractors.
- B. CONTRACTOR agrees that HCA's Code of Conduct will be provided to all of CONTRACTOR's employees and subcontractors who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which COUNTY seeks reimbursement.
- C. CONTRACTOR further agrees to annually obtain, retain, and submit within thirty (30) days of execution of this Agreement or within thirty (30) days of hiring/subcontracting of any Covered Individual, certifications signed by the Covered Individual and Program Representative, to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the HCA Code of Conduct and agrees to abide by the

requirements of the COUNTY's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "F," HCA CODE OF CONDUCT.

- D. CONTRACTOR agrees to maintain a compliance program that is in compliance with the provisions stated in 42 C.F.R. part 438.608(a). CONTRACTOR will develop written administrative and management policies, procedures, and standards of conduct that: (1) articulate CONTRACTOR's commitment to comply with all applicable contract requirements and standards, (2) articulate CONTRACTOR's commitment to comply with all applicable Federal and State requirements, (3) are designed to detect and prevent fraud, waste, and abuse, and (4) provide detailed information about the False Claims Act and any other Federal and State laws described in section 1902(a)(68) of the False Claims Act, including information about the rights of employees to be protected as whistleblowers.

CONTRACTOR's compliance program will ensure that: (1) CONTRACTOR maintains written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, and all applicable Federal and State requirements, (2) a Compliance Officer is designated who is responsible for developing and implementing policies, procedures, and standards of conduct that ensure compliance with the Agreement and who reports to CONTRACTOR's Chief Executive Officer and Board of Directors, (3) a Regulatory Compliance Committee on the Board of Directors and at the senior management level is established that oversees CONTRACTOR's compliance program and contract compliance, (4) a system for training and education for the Compliance Officer, senior management, and employees is provided to ensure compliance with the Federal and State standards and requirements under the Agreement, (5) effective lines of communication exist between CONTRACTOR's employees and the compliance program, (6) compliance standards are enforced through well-publicized disciplinary guidelines, (7) routine internal monitoring and auditing of compliance risks are conducted, (8) CONTRACTOR has a mechanism to receive and investigate information from whistleblowers, (9) compliance issues are promptly responded to and investigated, (10) compliance issues are promptly corrected and any criminal acts are reported to the appropriate law enforcement agencies to reduce the potential for recurrence and ongoing compliance, and (11) compliance issues or reports from whistleblowers are promptly reported to COUNTY's Contracts Administration Manager.

## **24. LICENSES, CERTIFICATIONS, AND STAFFING.**

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditations, certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider when Short-

Doyle/Medi-Cal services are provided hereunder), and mental health program approval, as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. CONTRACTOR will conduct monthly verification of its officers', employees', and agents' licenses prior to service delivery to ensure that a provider's license has not expired and has no current limitations. CONTRACTOR will submit a monthly report to COUNTY on the 1<sup>st</sup> business day of each month that demonstrates that all CONTRACTOR's officers', employees', and agents' licenses are current and without limitation. The monthly report will contain the: (1) employee name, (2) employee position, (3) licensure, (4) license number, (5) license expiration date, (6) date license verified, (7) status of licensure, and (8) supporting documentation verifying the license was checked. Failure to maintain licenses, permits, registrations, accreditations, or certificates shall be deemed a breach of this Agreement and will constitute grounds for the termination of this Agreement by COUNTY.

- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR's written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations.
- C. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor, or administrator of CONTRACTOR loses any license, certification or permit required for that person to be fully qualified to provide such services under the California Code of Regulations or other State or Federal laws or regulations.
- D. CONTRACTOR shall make available to COUNTY annually, within sixty (60) days of each new fiscal year and upon request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and experience of each person providing services under this Agreement.
- E. CONTRACTOR shall disclose and provide to COUNTY, on request, information which specifies the current compensation and benefits of all staff (including directors) under this Agreement.
- F. CONTRACTOR shall allow a designee of COUNTY to be a part of CONTRACTOR's hiring process to fill leadership positions.

## **25. CLIENT INFORMING MATERIALS.**

### **A. Basic Information Requirements**

- 1) CONTRACTOR will comply with the client informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures.
- 2) CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients (42 C.F.R. § 438.10(c)(1)). CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
- 3) CONTRACTOR shall utilize COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
- 4) CONTRACTOR shall use DHCS/COUNTY developed member handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).
- 5) CONTRACTOR will follow DHCS information notices and COUNTY policies and procedures with respect to the provision of electronically provided client information.

### **B. Language and Format**

- 1) CONTRACTOR shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to the Dymally-Alatorre Bilingual Services Act, Section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
- 2) CONTRACTOR shall ensure that its written materials for potential clients and clients that are critical to obtaining services, including, at a minimum, provider directories, member handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's mental health education materials, are available in alternative formats at no cost to the client, and comply with the requirements specified in 42 C.F.R. 438.10(d)(6)(ii)), 42 C.F.R. § 438.10(d)(3)), (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code

§ 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)), and

- 3) CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4)).
- 4) CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

#### C. Member Informing Materials

- 1) CONTRACTOR will comply with the member informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures to ensure that each client receives and has access to all member informing materials upon request by the client and when first receiving SMHS from CONTRACTOR.
- 2) CONTRACTOR shall: (1) adhere to all timelines and formats for the provision of the various member informing materials to client, (2) provide appropriate notifications of any significant changes to member informing material information, (3) make member informing materials available on CONTRACTOR's website and physically at CONTRACTOR's facility lobby.

#### D. Provider Directory

- 1) CONTRACTOR will comply with the provider directory requirements specified in all DHCS information notices, COUNTY policies and procedures, 42 C.F.R. § 438.10(h), and 42 C.F.R. § 438.10(h)(3)(i).
- 2) Any changes to information published in the provider directory must be reported to the COUNTY within two (2) weeks of the change. CONTRACTOR only needs to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

**26. CERTIFICATION OF ELIGIBILITY.** In cooperation with COUNTY, CONTRACTOR will comply with Section 14705.5 of California Welfare and Institutions Code and Title 9, Section 1840.112 (Claims Certification of Eligibility and Program Integrity), to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

**27. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES.** In collaboration with the COUNTY, CONTRACTOR will ensure that the individuals that

CONTRACTOR provides SMHS to meet access criteria, per all DHCS information notices and COUNTY policies and procedures. CONTRACTOR will ensure that client clinical records include information that indicates that the client presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified in all DHCS information notices and COUNTY policies and procedures.

- 28. ADDITIONAL SERVICE CLARIFICATIONS.** A mental health diagnosis is not a prerequisite for access to covered SMHS. CONTRACTOR may provide clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery services during the assessment process, if the service is not included in the treatment plan, and for clients with co-occurring substance use disorders, per DHCS information notices and COUNTY policies and procedures.
- 29. COORDINATION OF CARE.** CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client and include efforts to connect, refer, and link clients to community-based services and supports. CONTRACTOR shall obtain a HIPAA and California law compliant client authorization and engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. Care coordination activities will support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- 30. CO-OCCURRING TREATMENT AND NO WRONG DOOR.** CONTRACTOR may provide SMHS and Non-SMHS concurrently, if those services are clinically appropriate, coordinated, and not duplicative. CONTRACTOR will adhere to all DHCS information notices and COUNTY policies and procedures in the delivery of all concurrently provided SMHS and Non-SMHS.
- 31. SERVICE AUTHORIZATION/ADMISSION POLICIES.** CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance. Prior authorization by COUNTY shall be required for all services provided under this Agreement. CONTRACTOR will collaborate with COUNTY to complete authorization requests, provide timely consultation when necessary for COUNTY to make authorization determinations, and notify COUNTY when an expedited authorization decision is needed. CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. The admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination as described in this Agreement. A copy of the written admission policies shall be provided to COUNTY upon request.

- 32. DOCUMENTATION REQUIREMENTS.** CONTRACTOR will comply with all Federal, State, and COUNTY documentation requirements. All services shall be documented utilizing County-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in all DHCS information notices and COUNTY policies and procedures.
- 33. ASSESSMENT.** CONTRACTOR will ensure that all client medical records include an assessment of each client's need for mental health services. The assessment will include the uniform assessment domains and all required elements, as specified in all DHCS information notices and COUNTY policies and procedures. The Child and Adolescent Needs and Strengths (CANS) and Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge. CONTRACTOR's service providers will complete assessments within the time period specified in all COUNTY policies and procedures and in accordance with generally accepted standards of practice.
- 34. INTERNATIONAL CLASSIFICATION OF DISEASES 10<sup>th</sup> Revision (ICD-10).** CONTRACTOR shall use the criteria set forth in the most current edition of the DSM as the clinical tool to make diagnostic determinations and determine the corresponding mental health diagnosis in the current edition of the ICD for reimbursement purposes. CMS maintains and updates the ICD, changes to the lists of ICD diagnoses that occur during the term of this Agreement will not require an amendment to this Agreement and may be implemented by COUNTY as they occur.
- 35. PROBLEM LIST.** CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters. Problem list documentation will adhere to industry standards, include all required elements, and meet all required timeframes specified in DHCS information notices and COUNTY policies and procedures.
- 36. TREATMENT AND CARE PLANS.** CONTRACTOR is not required to complete treatment or care plans for clients, except in the circumstances specified in DHCS information notices and COUNTY policies and procedures.
- 37. PROGRESS NOTES.**
- A. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.
  - B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

- C. Progress notes shall include all elements specified in DHCS information notices and COUNTY policies and procedures, whether the note be for an individual or a group service.
- D. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- E. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

**38. TRANSITION OF CARE TOOL.** CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when non-SMHS will be added to the existing mental health treatment provided by Contractor. CONTRACTOR will follow all DHCS information notices and COUNTY policies and procedures related to Transition of Care to ensure continuity of care.

**39. TELEHEALTH.** CONTRACTOR may use telehealth, when COUNTY deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, State, and Federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available on the DHCS Telehealth Resources page at <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

CONTRACTOR must ensure that member choice is preserved; therefore, beneficiaries have a right to request and receive in-person services in lieu of telehealth services. To preserve a member's right to access covered services in person, CONTRACTOR must do one of the following: (1) offer those same services via in-person, face-to-face contact or (2) arrange for a referral to, and facilitation of, in-person care that does not require a member to independently contact a different provider to arrange for that care. In facilitating beneficiaries right to access covered services in person, CONTRACTOR will comply with all applicable COUNTY, State, and Federal requirements.

**40. QUALITY ASSURANCE.** CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, medication monitoring, and which details a system for verifying that all services provided and claimed for reimbursement meet SMHS definitions and are documented accurately, in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its Quality Assurance plan to VCBH for review.

- 41. QUALITY MANAGEMENT PROGRAM.** CONTRACTOR will comply with the requirements specified in Exhibit "G."
- 42. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to comply with applicable Federal, State and local statutory mandates and training requirements concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.
- 43. PATIENTS'/CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, Titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination (NOABD) requirements specified in all applicable DHCS information notices. Client information materials ("Ventura County Mental Health Plan Member Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Member Handbook" brochure and the "Medi-Cal Provider Directory."
- 44. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION.**
- A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR, as it pertains to this Agreement, must be responded to and resolved by the CONTRACTOR. Acknowledgement and Resolution Letters will be forwarded to COUNTY's Quality Management Division through a secure

method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

CONTRACTOR must make available COUNTY grievance form, instructions, and provide reasonable assistance to file grievances directly with COUNTY as an alternative option.

- B. In compliance with all applicable DHCS information notices, COUNTY policies and procedures, and 42 C.F.R. §438.404, the appropriate and delegated NOABD must be issued by CONTRACTOR within the specified timeframes. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. CONTRACTOR must inform the COUNTY Quality Management Division immediately after issuing a NOABD.
  - C. CONTRACTOR must follow all procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424) and COUNTY policies and procedures.
  - D. CONTRACTOR must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
  - E. CONTRACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to COUNTY and DHCS.
- 45. ADVANCED DIRECTIVES.** CONTRACTOR must comply with all COUNTY training and policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
- 46. CONTINUITY OF CARE.** CONTRACTOR shall follow COUNTY's continuity of care policy and procedure that is in accordance with applicable State and Federal regulations.
- 47. CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives

pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Electronic Health Record System records.

**48. ELECTRONIC PRIVACY AND SECURITY.**

- A. CONTRACTOR shall have a secure email system and send any email containing personally identifiable information (PII) or protected health information (PHI) in a secure and encrypted manner. CONTRACTOR's email transmissions shall display a warning banner or other warning system stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- B. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. CONTRACTOR shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every ninety (90) days.
- C. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner or warning system regarding the PHI or PII contained within the EHR at log in into the system. CONTRACTOR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

**49. BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR may perform or assist COUNTY in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the CONTRACTOR shall be a Business Associate of the COUNTY. CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "H."

**50. ACCESS AND USE OF COUNTY TECHNOLOGY.** CONTRACTOR will be required to use the VCBH Electronic Health Record System to complete billing, and collection and submission of client data as defined by COUNTY. CONTRACTOR will access the site remotely and is responsible for its own onsite system access. Licenses are required for each individual accessing the system. Sharing of the license or passwords is a violation of the HIPAA. COUNTY has purchased the system and will provide initial training and orientation. CONTRACTOR is responsible for ongoing and new staff training as needed within its organization.

CONTRACTOR will access and pull standard data reports from the system on a monthly basis to be used as a management tool for program evaluation. Data will include, but is not limited to service information (number served, location of service, service type, units of service), outcomes (contacts, outreach, referrals, symptoms, functioning), demographics (age, gender, ethnicity), guarantor (types of payor sources), and type of diagnosis. For CONTRACTOR meetings, COUNTY will request that CONTRACTOR submit a summary of each program(s) data two (2) weeks prior to the meeting.

- 51. ELECTRONIC SIGNATURE CERTIFICATION.** CONTRACTOR client records may be signed electronically provided standardized systems are used according to approved procedures and safeguards to ensure record integrity. CONTRACTOR will adhere to standards regarding the use of electronic signatures set forth by DHCS information notices and COUNTY policies and procedures. CONTRACTOR, and its employees and subcontractors, will participate in any COUNTY required Electronic Signature training, adhere to COUNTY policies related to Electronic Signature requirements, and execute and submit electronic signature agreements in the format, frequency, and manner specified by COUNTY.
- 52. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION.** CONTRACTOR will conduct internal quality improvement activities and participate in COUNTY quality improvement (QI) activities, including but not excluding, performance measures, performance improvement projects (PIPs), collection of data/information to monitor quality, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, and other quality improvement activities requested by COUNTY in relation to COUNTY, State, and Federal requirements.
- 53. NETWORK ADEQUACY.** CONTRACTOR shall submit, when requested by COUNTY and in the manner and format determined by COUNTY, network adequacy certification information to COUNTY, utilizing a provided template or other designated format. CONTRACTOR shall submit updated network adequacy information to COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.
- 54. TIMELY ACCESS.** CONTRACTOR shall comply with the requirements set forth in 42 CFR Section 438.206(C)(1) and CCR, Title 9, § 1810.405, including meeting County and State Agreement standards for timely access to care and services, taking into account the urgency of need for services. COUNTY will monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- 55. PRACTICE GUIDELINES**

  - A. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's

practice guidelines) that meet the following requirements:

- 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
- 2) They consider the needs of the clients;
- 3) They are adopted in consultation with employee and/or contracting health care professionals; and
- 4) They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).

B. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

**56. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)**

A. CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to all DHCS information notice requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

**57. PHYSICIAN INCENTIVE PLAN.** Prior to instituting a Physician Incentive Plan, CONTRACTOR will submit the proposed plan to COUNTY. COUNTY will submit CONTRACTOR's Physician Incentive Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

**58. DUTY TO REPORT INCIDENTS TO COUNTY.** CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client or staff safety, and/or COUNTY property which occurs in connection with CONTRACTOR's

performance of the services described in Exhibit "A" of this Agreement. Notification shall be sent directly to the assigned Behavioral Health Contract Manager.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC 624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notification provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY's request.

- 59. RECORDS.** CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement and necessary for the COUNTY, State, and Federal governments to audit Agreement performance and compliance. CONTRACTOR shall make these records available for any audits, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, books, records, contracts, computer or other electronic systems, reports, financial records, documents of account, member records, prescription files, human resource records, subcontracts, and any other documentation pertaining to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

CONTRACTOR shall include in any contract with an audit firm a clause to permit access by the COUNTY, State, and Federal governments to the working papers of the external independent auditor and require that copies of the working papers be made available to COUNTY, State, and Federal governments at their request.

- A. Patient/Client Records. CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.
- B. Financial Records. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in all DHCS guidance and requirements, Medicare requirements, and will all applicable guidelines, standards, and procedures. The records shall clearly reflect: (1) the source of funding for each type of service for which reimbursement is claimed, (2) the cost of service in accordance with generally accepted accounting principles and (3) evidence of proper audit trails that reflect the true cost of the services rendered and costs incurred. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors. All records shall be maintained on a basis compatible with the Agreement requirements specified in this the Agreement. CONTRACTOR agrees to submit to COUNTY, within ten (10) days of receiving a request from COUNTY, copies of the findings of any audits which CONTRACTOR commissions. Additionally, CONTRACTOR agrees to submit to COUNTY complete financial records, including all year-to-date expenses and revenues, upon request.
- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of ten (10) years from the term end date of this

Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of a youth records, all member records and psychologist records shall be retained, for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies or until the person's 25th birthday, whichever is later.

- E. Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

#### **60. PROGRAM MONITORING AND REVIEW.**

- A. Pursuant to Welfare and Institutions Code section 5608 and California Code of Regulations, title 9, section 521, services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTORS, or his or her authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTORS to come on CONTRACTOR's premises or facilities for the purpose of making periodic inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement and to ensure no fraud, waste, or abuse is occurring or has occurred in the delivery of services to beneficiaries.
- C. The DIRECTORS or his or her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. In monitoring its service delivery and program operations, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse, and which include provisions to verify, by sampling or other methods, whether the services rendered by CONTRACTOR or any subcontractor were received by a member.
- E. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services. CONTRACTOR will

complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement and required by COUNTY to meet its obligations under its contract with the Department of Health Care Services.

- F. If CONTRACTOR is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be issued. CONTRACTOR shall submit a corrective action plan response to COUNTY no later than thirty (30) days after receiving the corrective action plan findings from COUNTY. CONTRACTOR will be given a specified period to correct the non-compliance or unsatisfactory performance. Should CONTRACTOR fail to remediate any non-compliance or unsatisfactory performance, CONTRACTOR may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

## **61. AUDIT OF SERVICES.**

- A. CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY to evaluate the performance of CONTRACTOR and its subcontractor under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, premises, facilities, equipment, books, contracts, computers, or other electronic systems maintained by CONTRACTOR pertaining to Medi-Cal enrollees, Medi-Cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable, at any time. CONTRACTOR shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for a minimum of ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. parts 438.3(h), 438.230(c)(3)(i-iii).) The Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY may inspect, evaluate, and audit the CONTRACTOR and its subcontractors at any time if there is reasonable possibility of fraud or similar risk. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR and its subcontractors under this Agreement including working papers, reports, financial records and documents of account,

member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the State fiscal year in which the contract was in effect. CONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from COUNTY.

- B. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement, including member grievance and appeal records and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

- C. CONTRACTOR's performance and reported delivery of service will be subject to audit, monitoring, quality assurance, and program review. COUNTY may, in its sole discretion, perform periodic fiscal, quality assurance, and/or program review(s)/audits of CONTRACTOR's records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).
- D. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds:

- 1) Identification of Fraud, Waste or Abuse as defined in Federal regulation:
  - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
  - b. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual.
- 2) Overpayment of Contractor by County due to errors in claiming or documentation.
- 3) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS information notice website.

E. COUNTY shall have the right to recover payment from CONTRACTOR under this Agreement, as a result of any audit or review disallowance or notification of overpayment by CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance or notification from CONTRACTOR of an overpayment, CONTRACTOR shall reimburse COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of COUNTY:

- 1) Paid in one cash payment.
- 2) Paid by cash payment (s) over a period determined by COUNTY.
- 3) Deducted from future claims over a period determined by COUNTY.
- 4) Deducted from any amounts due whether under this Agreement or otherwise.
- 5) A combination of any or all of the above.

Per applicable DHCS information notices and COUNTY policies and procedures, overpayments must be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

- 62. SINGLE AUDIT/AUDIT.** If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with a Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

**63. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS THROUGH ENTITIES.**

- A. If COUNTY determines that CONTRACTOR is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. CONTRACTOR shall observe and comply with all applicable financial audit report requirements and standards.
- B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through from COUNTY. COUNTY’s programs must be identified by contract number, contract amount, contract period, and the amount expended during the fiscal year by funding source.
- C. CONTRACTOR will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Directors or designee. The Directors or designee is responsible for providing the audit report to the COUNTY Auditor Controller.
- D. CONTRACTOR must submit any required corrective action plan to the COUNTY simultaneously with the audit report or as soon thereafter as it is available. The COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

**64. REPORTS.**

- A. CONTRACTOR shall provide reports as required by the DIRECTORS, by the State of California, or Federal Government regarding CONTRACTOR’s activities and operations as they relate to CONTRACTOR’s performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered,

specifying the reason for overpayment and if the overpayments are due to potential fraud, (3) information about changes in a member's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S. Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

- B. CONTRACTOR shall participate in the VCBH Electronic Health Record System, as required by the DIRECTORS. CONTRACTOR shall report to COUNTY, all program, patient/client, staff, and other data and information about CONTRACTOR's services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.
- C. CONTRACTOR must submit to COUNTY no later than February 1st, of each Fiscal Year, a Fiscal Year-End Projection Report showing actual data for the period July 1st through December 31st of the current fiscal year and also showing estimates for the remainder of the current fiscal year January 1st through June 30th. The Fiscal Year-End Projection must include the following supporting documents:
  - 1) Salaries and benefits details for each program, indicating the employee name, title, hours worked, salaries, and total benefits.
  - 2) Allocation worksheet
  - 3) Total Units of Service by Procedure Code and staff taxonomy
  - 4) General Ledger summary report for each program.
- D. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, County, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- E. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR's actual revenue and operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.

## **65. COMMUNICATIONS.**

- A. Regulatory Agency Inspections and Visits. CONTRACTOR will notify its program liaison within forty-eight (48) hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of its program and/or facility and the nature of the inspection. A copy of any written findings will be sent to COUNTY within seventy-two (72) hours of receipt.
- B. Unscheduled Regulatory Agency Inspections and Visits. CONTRACTOR will notify its program liaison within forty-eight (48) hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to COUNTY within seventy-two (72) hours of receipt.
- C. Communications. Copies of any regulatory agencies' findings, notices of deficiencies, health and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to COUNTY within seventy-two (72) hours of receipt.

- 66. CONTRACTOR TRAINING AND REPORTING.** CONTRACTOR is required to provide compliance training and education to its employees that is designed to guard against fraud, waste, and abuse. CONTRACTOR agrees to comply with COUNTY training, policies, and procedures on False Claims Act requirements as set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify and Rights of Whistleblowers. CONTRACTOR shall also provide other training and education to its employees that is relevant to the contracted services. CONTRACTOR shall participate in all COUNTY required training to ensure compliance with new and revised policies and procedures, documentation, and service delivery requirements. CONTRACTOR shall complete all COUNTY required training in the timeframes specified by COUNTY. CONTRACTOR agrees to provide services in accordance with all applicable training, policies, and procedures.

Using the COUNTY provided template, CONTRACTOR shall provide COUNTY with a list of: (1) CONTRACTOR's mandatory, elective, and compliance related training requirements for employees, (2) training completed by each employee, and (3) training that is pending completion for each employee. The training lists must specify which of the completed or pending trainings are mandatory, optional, and/or compliance related. The training lists shall provide a description of the training and specify the required frequency that each training is required to be completed. CONTRACTOR shall report this information to the COUNTY on a quarterly basis, by the 15<sup>th</sup> day following the end of each quarter or upon request of the COUNTY.

- 67. FEDERAL SALARY RATE CAP.** CONTRACTOR agrees that no Federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is

in excess of \$212,100 per year, or as adjusted by the Federal government, which is Level II of the Federal Executive Schedule, located at <https://www.opm.gov/> (U.S. Office of Personnel Management).

- 68. EQUIPMENT OWNERSHIP.** COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or purchased using Federal grant funds under this Agreement. If applicable, CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

If applicable, within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to COUNTY, and shall at that time, query COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. Final disposition of equipment and/or property shall be at COUNTY's expense and according to COUNTY's instructions. Equipment and/or property disposition instructions shall be issued by COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

**69. FACILITIES.**

- A. If CONTRACTOR proposes to add an additional location or to relocate its existing location, CONTRACTOR must have the location pre-approved by COUNTY to ensure the appropriateness of the location and adherence to geographic access time and distance standards. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing and signed by the DIRECTORS to be valid. Approval will be based solely on the need for additional services in the proposed area. CONTRACTOR is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, State, and Federal rules, regulations and requirements.
- B. COUNTY provided facilities: The Premises are for the sole use of fulfilling the obligations and scope as described in Exhibit "A". No other use is authorized or allowed without written authority from the DIRECTORS or designee.

CONTRACTOR shall not make any alterations in or about the Premises, without COUNTY prior written consent. Any alterations to the Premises shall be done according to the law and with required permits. CONTRACTOR shall give advance notice of the commencement date of any planned alteration. COUNTY may also require CONTRACTOR to provide lien releases from any contractor performing work on the Premises. The Premises shall be left in substantially the same condition, excepting normal wear and tear as originally delivered to CONTRACTOR. The CONTRACTOR shall maintain a log of all keys and require the return of any keys used by staff that has left the employment of the CONTRACTOR. All keys and opening devices will be delivered to the COUNTY upon vacating the Premises.

C. CONTRACTOR, and any and all of its employees, subcontractors, and agents must abide by the "Good Neighbor" Policy detailed in Exhibit "I."

**70. COUNTY VEHICLE OPERATION AND MAINTENANCE POLICY.** If applicable, CONTRACTOR will comply with the COUNTY vehicle operation and maintenance policy, included by reference.

**71. NATIONAL VOTER REGISTRATION ACT (NVRA).** CONTRACTOR shall fully comply with Section 7 of the NVRA. CONTRACTOR shall ensure that its personnel offer and provide voter registration assistance to clients in accordance with all applicable State and Federal laws and regulations, including by requiring its personnel to attend annual training, and shall require its personnel to provide voter registration cards and voter preference forms to COUNTY's clients at the Premises. CONTRACTOR shall review with its personnel all directions provided by the U.S. Department of Justice regarding NVRA, including the information found at [http://www.justice.gov/crt/about/vot/nvra/nvra\\_faq.php](http://www.justice.gov/crt/about/vot/nvra/nvra_faq.php). CONTRACTOR shall submit the NVRA training sign off sheet, included by reference, to COUNTY on an annual basis or upon request by COUNTY to document that CONTRACTOR's staff have received NVRA training. The sign off sheet shall be submitted to COUNTY by the 15<sup>th</sup> day following the end of the fiscal year or upon request by COUNTY.

**72. CONTAMINATION AND POLLUTION.** CONTRACTOR, solely at its own cost and expense, will provide cleanup of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of CONTRACTOR will be borne entirely by CONTRACTOR.

**73. AIR OR WATER POLLUTION REQUIREMENTS.**

Any Federally funded agreement in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law:

CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

**74. AIR OR WATER POLLUTION VIOLATION.**

Under the State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

**75. GOOD NEIGHBOR POLICY.** CONTRACTOR will comply with the requirements specified in Exhibit "I."

**76. INVOICING.** CONTRACTOR will comply with the Utilization Review and Contractors Invoice Procedure that is specified in Exhibit "J."

**77. CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED.** CONTRACTOR will comply with the requirements as specified in Exhibit "K."

**78. LOBBYING CERTIFICATION AND DISCLOSURE.** CONTRACTOR will comply with the requirements specified in Exhibit "L."

**79. CONTRACT REDUCTION.** In the event that the Board of Supervisors, County Executive Officer, VCBH Directors implement reductions to the current fiscal year–budget or any of the funding sources for this Agreement, the VCBH Directors or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Any reductions to the Agreement will be made effective thirty (30) days from the date of the written notification from the VCBH Directors or designee.

**80. ADDITIONAL REQUIREMENTS.** In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Agreement with DHCS for SMHS, and any amendments

thereafter. The contracts between the COUNTY and DHCS are hereby fully incorporated by reference into this Agreement.

- 81. DISPUTES.** Any dispute concerning performance under the terms of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the DIRECTORS and CONTRACTOR's Contract/Program Manager for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

**82. TERMINATION.**

- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- B. After the giving of notice of termination CONTRACTOR shall: 1) continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination and 2) if appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
- C. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:
  - 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
  - 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
  - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
  - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;

- 5) Where in the determination of COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
  - 6) A material breach according to the Business Associate Agreement, Exhibit "H", Section V. (b);
  - 7) Pursuant to Section 18(B) of this Agreement; and
  - 8) CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any term or condition of this Agreement, Federal, State, or local law, regulation and directive with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY's failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.
- E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement. CONTRACTOR shall make a good faith effort within 15 days after issuance of the termination notice, to provide written notification to each member who received his or her mental health services from, or was seen on a regular basis by, CONTRACTOR.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with the law, maintain records, and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand from CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

83. **CONSTRUCTION OF COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.
84. **ALTERATION.** Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
85. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
86. **NO WAIVER.** Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.
87. **TIME.** Time is of the essence of this Agreement.
88. **SEVERABILITY OF AGREEMENT.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
89. **CUMULATIVE REMEDIES.** The exercise or failure to exercise of legal rights and remedies by COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement of any other rights or remedy available by law or authorized by this Agreement.
90. **PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
91. **NON-ASSIGNABILITY.** Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.
92. **DEFAULT.** If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within ten (10) days after service upon Contractor of written notice of the

default. If Contractor fails to cure the default within that time, County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 7 (STATUS OF CONTRACTOR).

93. **SUBSTITUTION.** If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Contract Representative. Any substitution will be with a person of commensurate experience and knowledge.
94. **INVESTIGATION AND RESEARCH.** Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.
95. **ADDENDA.** County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.
96. **EXTENT OF CONTRACTUAL DOCUMENTS.** This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description

Exhibit B: Payment Terms

Exhibit C: Performance Measures

Exhibit D: HSA Invoice

Exhibit E: Debarment and Suspension Certification

Exhibit F: HCA Code of Conduct

Exhibit G: Quality Management Program

Exhibit H: Business Associate Agreement

Exhibit I: Good Neighbor Policy

Exhibit J: Utilization Review and Contractor's Invoice Procedure

Exhibit K: Certification of Claims

Exhibit L: Lobbying Restrictions and Disclosure Certification

Exhibit M: General Contract Conditions

97. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
98. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month, and year first above written.

SENECA FAMILY OF AGENCIES

COUNTY OF VENTURA

BY

BY

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SENECA FAMILY OF AGENCIES

COUNTY OF VENTURA

BY

BY

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**EXHIBIT A  
PROGRAM DESCRIPTION**

**SENECA FAMILY OF AGENCIES  
Wraparound and Family Urgent Response System (FURS)  
July 1, 2024, through June 30, 2025**

**I. PROGRAM OBJECTIVES**

**Component 1. Wraparound Services.** CONTRACTOR shall provide Wraparound Services, which consist of the services as described herein, to enroll at least thirty-five (35) eligible youth concurrently throughout the term of this Agreement. The purpose of Wraparound Services is to provide an intensive, community-based, family-centered, culturally relevant process designed to maintain Wraparound-enrolled youth in their community or to stabilize their placement at the lowest level of care possible.

CONTRACTOR shall encourage families to utilize “Natural Supports” such as church, service agencies, friends, etc., to the greatest degree possible. The program will provide service alternatives to congregate care through extended family-based services for eligible children and their families referred by COUNTY.

Children are referred through Human Services Agency Children & Family Services (CFS), Adoptions Assistance Program (AAP), or the Ventura County Probation Agency (VCPA). Individualized supports and services must be developed to meet the needs of each child and family and shall be available 24-hours a day, 7 days a week. Services will be provided in coordination with CFS, VCPA, Ventura County Behavioral Health (VCBH)/Community Based Organizations (CBO) Clinicians, families, schools, and community-based organizations. Services shall be in accordance with Welfare and Institutions Code Section 18250 et seq., which authorized the Wraparound program in California; applicable Welfare & Institutions Code Sections, and standards in California State Department of Social Services (“CDSS”) All County Information Notice No. 1-28-99.

This Agreement addresses services to be provided by CONTRACTOR to Ventura County Behavioral Health (VCBH) and Children and Family Services (CFS). Services provided by CONTRACTOR to CFS and VCBH are listed separately below, as are the separate payment and billing mechanisms. VCBH billable services include mental health and related case management services for those youth identified as in need of such services.

**Component 2. Family Urgent Response System (FURS)**

CONTRACTOR shall provide Family Urgent Response System (FURS) services, which is a 24-hours-per-day, 7-days-per-week, 365-days-per year program that provides immediate phone response, triage services, mobile response if needed, follow-up support, and information and referral services. Services are available to current and former foster youth and their foster parents/caregivers. Calls are initially triaged at a statewide toll-free hotline that is available 24 hours a day.

## **II. CONTRACTOR RESPONSIBILITIES TO CFS FOR WRAPAROUND SERVICES**

- A. CONTRACTOR shall enroll and provide Wraparound Services to eligible children residing in Ventura County and their families referred by COUNTY in accordance with each family's identified needs and service plan, with the primary goal of maintaining the children in the community in the least restrictive and appropriate setting and to achieve positive outcomes in the life of the child and his/her/their family.
- B. CONTRACTOR shall establish and report on Wraparound outcome measures that will be used to evaluate program cost-effectiveness, family functioning, prevention of placements in more restrictive environments, academic performance, school attendance, improvement of emotional and behavioral adjustments, parent/caregiver satisfaction, family involvement planning, maintaining Wraparound standards, and family and child goal attainment.
- C. CONTRACTOR shall work collaboratively with the Children's Services Oversight Committee (CSOC) and Wraparound Review Committee (WRC). The CSOC is designed to reflect the core values of Wraparound philosophy. Responsibilities of the CSOC include promotion of design, development and implementation of the Wraparound process; identification of training needs coordinated across agencies; ensuring stakeholder involvement; and ongoing needs assessment. The WRC reviews new referrals for the lead agency. Members include managers/supervisors from the two referring agencies, a parent representative, and at least one CONTRACTOR representative.
- D. CONTRACTOR shall ensure each of the following tasks are accomplished during the term of the Agreement:
  - 1. Assume responsibility for providing the following services in order to provide case management in a manner consistent with the Wraparound philosophy, including but not limited to: shadowing; skill-building strategies; home-based services; and any other services required to meet the family's needs. CONTRACTOR shall be responsible for ensuring community-based intervention, including delivery of highly coordinated, highly individualized, culturally relevant, unconditional services to address the needs and achieve positive outcomes in the life of the referred child and his/her/their family.
  - 2. Provide Wraparound Services, crisis intervention and management to clients 24 hours per day, seven days per week.
  - 3. In the event of short- or long-term conditions which impact CONTRACTOR'S normal service delivery operations, such as a declared public health emergency, CONTRACTOR shall immediately notify COUNTY of the status and impact on operations, staffing and client populations and will work with COUNTY to develop a strategy for alternative methods to deliver services while also adhering to federal, state and local safety and public health directives at all times.
  - 4. Be flexible in providing services in terms of location, time of day, planning, response, etc., based on the needs of a family, including tailoring the frequency of visits to the needs of the family (i.e., 2-3 visits per week in the beginning of services vs. 1 visit per week toward the end of services). The request for flexibility would originate from the plan created during the Child and Family Team (CFT)

process.

5. Provide services to a family for up to 4 months. CONTRACTOR shall request in writing from CFS Placement Supervisor for an extension of services, when necessary unless the WRC approves the extension.
6. Pay for ongoing support to any participant who becomes an "Out of County Youth". On-going support includes case management services. An "Out of County Youth" is defined as a Ventura County resident who is enrolled in Wraparound and is placed with a parent, relative or caretaker more than 25 miles outside of Ventura County. CONTRACTOR shall be responsible for the following items for the "Out of County" Youth:
  - i. Develop and submit to County an MOU with the out-of-county service provider to (a) define out-of-county service provider responsibilities, and (b) Contractor's responsibility to pay for ongoing services, but not to include Family Stabilization Support funds.
  - ii. Maintain close communication with the youth's Social Worker.
  - iii. Obtain the most recent Plan of Care and Safety Plan.
  - iv. Review the youth at WRC.
  - v. The youth will be included in the census as part of the 35 youth served.
7. Include a budget line item of no less than \$70,000 for payment of "Out-Of-County Youth". This line item may not be utilized for any other costs. This line item may not be utilized as Family Stabilization Support funds.
8. Provide ongoing support to any Ventura County youth residing with a parent, relative or caretaker in counties within 25 miles of Ventura County.
9. Notify CFS Administrative Specialist when a waitlist is implemented and provide weekly updates as to the status of the waitlist including but not limited to the number on the waitlist, the reason for the waitlist, timeline to move off the waitlist and begin services, and steps to serve those clients.
10. Provide Wraparound Services to families identified by CFS, including but not limited to, families in Family Maintenance, Family Reunification, Permanency Planning, Non-Minor Dependent and Adoptions Assistance Program (AAP). Youth may also be referred by VCPA that are Welfare Institutions Code 602 wards with full-scope Medi-Cal.
11. Provide Family Preservation Wraparound services to families for 30 days (with a possible extension to 45 days if granted by the CFT). Service intensity for Family Preservation Wraparound is estimated to be double the amount of time (8-10 hours of service per week) needed for a Wraparound referral (4-5 hours of service per week). Team to follow the emergency referral process for approval through the WRC Team. The Seneca team will serve an average of 3 families with Family Preservation Wraparound in addition to the 35 regular slots designated for Wraparound.
12. Provide Wraparound Aftercare services as directed by ACL 21-116. Aftercare services consist of at least six months of post-discharge aftercare services to be provided to children discharged from a placement in a Short Term Residential Therapeutic Program (STRTP). Aftercare services are designed to better support a youth's timely transition into a family-based setting. Wraparound Aftercare slots

- will be considered equal to Wraparound slots except for the length of services; Wraparound averages about 4 months of service where Aftercare slots will have an average length of service of 6 months.
13. Coordinate and/or assign child and family teams consisting of family facilitators, family specialists, parent partners, social workers, probation officers, clinicians, peer supporters and other persons or agencies as needed per individual child/family.
  14. CONTRACTOR may, under the direct supervision of a licensed social worker, licensed marriage and family therapist or a licensed psychologist, authorize social work and doctoral students to provide rehabilitation services to youth and families enrolled in the program as long as they do not replace program staff.
  15. Maintain staff on flexible schedules for Child Family Team meetings to be held in the evening and 7 days a week, including Saturday and Sunday, to meet the needs of the family if requested by the family or as deemed necessary to meet the family needs.
  16. Work in collaboration with and support decisions made by Wraparound stakeholders including CFS, VCPA, VCBH and parents.
  17. Attend joint visits with the referring agency to engage the family prior to and post-WRC referral, as requested by the referring agency.
  18. Maintain regular and frequent communication with the County caseworker(s) assigned to the child to ensure all services and activities are in concert with case plan goals.
  19. Provide written notification within twenty-four hours to the assigned CFS Administrative Specialist, CFS Contracts Manager and Contracts Unit when not entering a neighborhood due to safety concerns.
  20. Evaluate, draft (within sixty calendar days of the first face-to-face contact), and adhere to a Service and Plan of Care for each child/family. CONTRACTOR shall perform a monthly review of the Service and Plan of Care with each child/family and any revisions deemed necessary shall be implemented. CONTRACTOR shall present the initial Service and Plan of Care to COUNTY for review at the next WRC meeting following completion and for subsequent review at 4 months or more frequently as may be needed due to unusual circumstances. CONTRACTOR shall ensure that the planning process incorporates the principles outlined in All County Information Notice No. 1-28-99.
  21. Assess and monitor child, family and community safety and develop a Safety Plan within thirty calendar days of the first face-to-face contact with each child/family. CONTRACTOR shall perform monthly review of the Safety Plan with each child/family and any revisions deemed necessary shall be implemented. CONTRACTOR shall present the initial Safety Plan to WRC for review at the next WRC meeting following completion and for subsequent review at 4 months or more frequently as may be needed due to unusual circumstances.
  22. Make a good faith effort to meet with the family face-to-face within 7 days of receipt of the Wraparound enrollment. CONTRACTOR shall notify the referring agency if unable to make contact.
  23. Meet with each family at least four times each month or as determined by the family in the Plan of Care. These meetings shall include CFT meetings and face-

- to-face meetings with the youth and/or their parents. Such meetings will be documented as to services provided or information obtained.
24. Document all attempts to engage natural supports to become involved in CFT meetings.
  25. Assist in ensuring that all youth are enrolled in school as indicated in the Plan of Care.
  26. Employ and train an adequate number of staff to achieve the Wraparound objectives with all children/families enrolled in services. CONTRACTOR shall maintain Program Directors, Program Supervisor, Clinical Supervisors, Family Facilitators, Family Specialists, Parent Partners, and clinician support based on the clinical assessment. The number of staff deemed adequate will vary depending upon census, and will be periodically reviewed and determined by mutual agreement of CONTRACTOR and COUNTY. CONTRACTOR shall obtain approval from the CFS Contracts Manager if adding any new positions not identified in the approved budget unless the position results in increasing the number of youth served beyond 35. CONTRACTOR shall provide a monthly update on staff to the CFS Program Manager.
  27. Hire bilingual and bicultural staff (e.g., Spanish speaking) consistent with the diverse population of Ventura County and ensure that translation services are available to meet participant needs.
  28. Budget a minimum of \$50,000 for Family Stabilization Support funds to address resource needs of the child or family, e.g., childcare, transportation or rental assistance, that will promote the child and family's safety and stability in the home. Usage shall be assessed on a case by case basis, and available to each child and family to meet needs identified as necessary for the child's safety, as documented in the child and family plan. Funds can be used for nontraditional purposes, although CONTRACTOR shall seek prior approval from WRC. Family Stabilization Support funds used for incentives or when need is not clearly documented or approved by CFS may be disallowed by the COUNTY. There is no cap per family, however, CONTRACTOR shall consult with WRC when expenditures exceed \$600 per family. This budget line item may not be used for any other purpose.
  29. Connect families to community resources to address the families' needs. When community resources are not available CONTRACTOR staff shall provide support services when appropriate. Such efforts to develop community resources and connections are to be documented in each client's case file with an explanation as to why such efforts were unsuccessful.
  30. Provide a procedure, approved by COUNTY, through which recipients of Wraparound Services shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. This procedure shall be posted in writing in clear view of all participants. All formal complaints shall be provided to the CSOC Chair prior to reporting the complaint to the CSOC at the following monthly meeting.
  31. Agree to participate in all training provided by the CDSS and their agents to facilitate CONTRACTOR staff's knowledge of the wraparound service delivery philosophy, and provide ongoing training through its own resources as necessary

- and as determined in consultation with the CSOC. CONTRACTOR shall ensure that its staff attends Compliance Training as required by VCBH, as applicable.
32. Cooperate with COUNTY and WRC to enroll at least thirty-five (35) children/families concurrently in Wraparound Services. At the end of the year, there may be up to 90 unduplicated clients. The expected length of service is up to four (4) months with active efforts to complete services within four months. Service delivery beyond four (4) months requires advanced approval of the WRC. However, additional participants may be eligible for Wraparound Services as determined by budget availability and County approval. Requirements for Wraparound slots include:
    - a. Children who are eligible for, or who are currently placed in, a higher level of care.
    - b. Generally, CONTRACTOR shall adhere to a “no reject/no eject” policy once the client has been approved by the WRC committee. “No reject” is defined as: “Children are accepted regardless of behavioral characteristics or case histories with the following exceptions: (a) the family states they do not want Wraparound staff in their home, (b) the family and/or youth state they do not want to keep the family together and that placement is their preference, (c) the family initiates a lawsuit against CONTRACTOR, (d) the placing agency refuses to participate in the Wraparound process and as per WRC guidelines, or (e) the client’s mental health needs exceeds the teams capacity to serve or if there are significant safety concerns.” “No eject” means that the family receives unconditional care in that they are not unilaterally terminated due to resistance or case management problems by CONTRACTOR.
  33. Develop and utilize fully new and existing services available within the community to serve Wraparound children and families, and to ensure Welfare & Institutions Code section 18254 Wraparound funds are maximized and services are not duplicated. Services to be utilized shall include, but are not limited to: Medi-Cal funded health care, mental health services, as well as community-based services.
  34. Comply with the Health Care Agency regulations to maintain Medi-Cal certification/eligibility and be able to provide the full range of services. Specialty Mental Health Services provided may include assessment; individual, group and family therapy; collateral services and rehabilitation; crisis intervention; and case management.
  35. Ensure that all discharge planning will be made in conjunction with the family and the referring party and presented to the WRC Team.
  36. Provide referrals for approximately 3-4 different community supports before ending services (i.e., mentors, tutors and significant community support whenever needed).
  37. Provide services to all Wraparound enrolled CFS and VCPA (602) youth in short-term residential therapeutic programs, group homes and juvenile hall, up to 30 days prior to their discharge from their placement to preserve a slot. This does not apply to youth placed in resource homes.
  38. Provide discharge summary for each child to their assigned social worker, probation officer(s) and clinician(s).

39. Provide Wraparound services for youth placed in Emergency Shelter Care homes. Service intensity is estimated to be similar to Family Preservation Wraparound. Team to follow the emergency referral process for approval through the WRC team.
40. Develop a case plan at case closure in coordination with the family, social worker, probation officer and/or clinician to include, at a minimum, follow-up home visits and/or phone contact as per the family's request for up to two months. Costs associated with these follow-up visits may be reimbursed. Youth will remain on the census follow-up list during the follow-up phase.
41. Provide CFT meeting notes monthly to the referring social worker within 7 calendar days of each meeting.
42. Provide a copy of CONTRACTOR's Wraparound policy and procedures to the CSOC, and also notify and/or request approval of any policy changes.
43. Coordinate with the COUNTY to develop procedures for Adoptions Assistance Program cases (AAP).
44. Inform the assigned CFS Administrative Specialist prior to providing Wraparound Services to any non-Ventura County resident youth. Any costs associated with such youth may not be paid by this Agreement.
45. Assist families without Medi-Cal coverage to apply for health coverage under the Affordable Care Act. Such efforts are to include, but are not limited to, assisting in completing the application process, providing access to computers and/or guidance on other forms.
46. Require and establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.
47. Obtain from the State of California Department of Justice (hereinafter "DOJ"), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have supervisory or disciplinary power over a minor, as provided for in Penal Code 11105.3. CONTRACTOR shall ensure that DOJ clearance is obtained for all employees and volunteers prior to their providing services under this Agreement.
48. Not knowingly employ in any capacity, whether paid or volunteer, staff who has been convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. CONTRACTOR shall immediately notify COUNTY of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.
49. Comply with the CFS's General Contract Terms and Conditions, as applicable, included herein as a part of this Contract as **Exhibit M**.
50. CONTRACTOR may subcontract any of the Agreement duties and responsibilities to a third party so long as the following conditions are met: (a)

subcontractor is an eligible service provider; (b) subcontractor is held to the same policies, procedures, conditions and mandates to which CONTRACTOR is held under this Agreement, including debarment and suspension; (c) CONTRACTOR shall be liable for all actions of any subcontractor in the operation of this project; (d) CONTRACTOR shall monitor performance and compliance with all aspects of said subcontract and report all findings and corrective actions to COUNTY; and (e) any subcontract must be submitted to the County for its review and written approval prior to implementation.

51. Equipment purchased with funds paid or provided to CONTRACTOR under this Agreement is the property of the COUNTY. COUNTY retains the right to have all such property returned upon conclusion of the Agreement period.
52. Strive to create an inclusive environment where every client/participant feels like they belong.

### **III. CONTRACTOR WRAPAROUND AND FURS RESPONSIBILITIES TO VCBH**

- A. CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws and regulations. It is understood between COUNTY and CONTRACTOR that COUNTY shall only pay for mental health services provided by CONTRACTOR that were authorized by COUNTY under this Agreement. CONTRACTOR shall provide specialty mental health services to children that are EPSDT Medi-Cal beneficiaries. To be eligible for SMHS, member must meet the criteria "medical necessity" as set forth in Section 1396d(r)(5) of Title 42. Specialty mental health services provided may include: assessment, individual, group and family therapy, collateral services, rehabilitation, crisis intervention, medication management, case management, and ICC services. CONTRACTOR will be responsible for checking Medi-Cal eligibility of clients on a regular basis.
- B. In addition to the abovementioned service provisions, CONTRACTOR will also comply with the following additional service provisions:
  1. CONTRACTOR shall have in place a written procedure for issuing Notice of Adverse Benefit Determination to clients when, after the initial assessment, it is determined that they do not meet "medical necessity" qualifications for specialty mental health services. The procedure must comply with both State and Federal time frames and appeal processes.
  2. CONTRACTOR shall attempt to recruit and maintain an adequate number of Spanish-speaking bilingual staff (a minimum of 30%) so as to be able to provide clinical services in the client and families' primary language.
  3. CONTRACTOR shall administer and complete data entry of the mandatory performance measures or data as required by COUNTY.
  4. Work Performance Outcomes:
    - a) CONTRACTOR shall complete and submit progress notes within 3 business days of providing services.
  5. CONTRACTOR will develop compliance training based on VCBH documentation and billing standards and train all new clinical employees at the time of hire and all staff annually. Training must be approved in writing by COUNTY.

6. CONTRACTOR shall have in place written procedures for notifying COUNTY of any unusual occurrence or adverse events. Such notification should be submitted to COUNTY (VCBH Quality Management) at [QM.UR@ventura.org](mailto:QM.UR@ventura.org) and Operations Manager within 24 hours of incident.
7. CONTRACTOR shall have in place written procedures for notifying children and their families how to access urgent or emergency psychiatric services after hours and on weekends and have messages on voicemail systems, in both English and Spanish, with instructions on how to access these services, including contacting a 24-hour crisis service and calling public emergency 911 systems.
8. CONTRACTOR shall have in place written procedures for maintaining the confidentiality of client records and other protected health information that meet both State and Federal privacy and confidentiality regulations.
9. CONTRACTOR shall participate in VCBH's quality improvement program as required by COUNTY and develop its own quality improvement program that includes monitoring client satisfaction, utilization and the quality of services.
10. CONTRACTOR shall submit total number of units provided to clients referred through this Agreement by level and service code on a monthly basis along with CONTRACTOR'S invoice.
11. COUNTY and CONTRACTOR agree to meet related to this Agreement, including but not limited to, on an ongoing basis to negotiate any concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements costs and revenue production
12. CONTRACTOR shall provide services to clients according to individual client treatment plans which will be established by COUNTY.

#### **IV. COUNTY RESPONSIBILITIES:**

- A. COUNTY shall assign an administrator to participate in the established WRC to screen and refer eligible children for Wraparound enrollment.
- B. COUNTY shall assign an administrator to participate in the established Inter-Agency Policy Committee (IPC). The IPC is the lead committee in the governance system for Ventura County children in placement. As the decision-making body, the IPC reviews recommendations on policy, development and implementation of placement system strategies, referring-agency operations and policy communications.
- C. COUNTY agrees to refer to CONTRACTOR children at-risk of being placed or currently placed in a higher level of care and to assure that they are appropriate Wraparound candidates and that the family has consented to the Wraparound approach.
- D. COUNTY shall include a CONTRACTOR representative who is actively involved in COUNTY Wraparound as a member of the CSOC and Wraparound Review Committee.
- E. COUNTY shall notify the CONTRACTOR when changes of the content in the Wraparound Handbook are required.
- F. COUNTY shall ensure that 35 children/families receive Wraparound Services concurrently during the term of this Agreement. However, the COUNTY may consider

additional participants, beyond 35, for Wraparound Services as determined by budget availability.

- G. COUNTY shall assign staff to participate in regularly scheduled CSOC meetings and share leadership with other CSOC team members, consistent with the Wraparound philosophy of team decision making, in providing oversight and support for successful implementation of Wraparound.
- H. COUNTY shall make arrangements for providing technical assistance to CONTRACTOR including referral to any state training classes available for Wraparound Services.
- I. COUNTY shall conduct meetings as needed with CONTRACTOR and VCBH and CFS Program Managers to discuss operations; and program updates at a minimum.
- J. COUNTY shall assist in the development of policies and procedures for the provision of Wraparound Services.
- K. COUNTY will periodically monitor CONTRACTOR Wraparound Services for compliance with agreed upon service delivery.
- L. COUNTY shall collect data and reports submitted by CONTRACTOR for review/evaluation of Wraparound Services and assist CONTRACTOR in the development of report format and procedures.
- M. County shall provide training and oversight for their staff to ensure that the referring parties are staying involved with the cases and the Wraparound process. This includes, but is not limited to, providing a copy of the Case Plan (Terms and Conditions for Probation youth), participating in the development of the Safety Plan and Plan of Care, attending CFT meetings as much as possible, reviewing CFT notes as provided and attending WRC for case review when invited.

## **V. JOINT RESPONSIBILITIES:**

The parties to this Agreement acknowledge that:

- A. Services funded under this Agreement shall be provided only to those children placed in, or at-risk of placement in a higher level of care.
- B. To meet eligibility requirements for Wraparound enrollment a child must meet all of the following criteria:
  - 1. California Welfare and Institutions Codes (hereinafter "WIC") sections 300, 602, and/or Adoption Assistance Program eligible.
  - 2. Placed in or at-risk of placement in a higher level of care as determined by the Wraparound Review Committee.
  - 3. Have an approved or potential place to reside in the community with a parent/guardian, relative/non-related extended family member caregiver, or resource parent who has agreed to participate in Wraparound Services, or in a higher level of care. If there is no responsible caregiver, then the referring party remains the responsible party to locate a suitable placement.
- C. CFS and VCPA shall refer children to the Wraparound Review committee for review of appropriateness to enter the Wraparound Services system.
- D. Services and supports will be provided in the participant's home, neighborhood, school, and other areas as deemed appropriate by the parents and all parties to this

Agreement.

- E. All parties to this Agreement shall work collaboratively to create effective measurement tools and reports, which are determined to be critical to the evaluation of services and measurable outcomes.
- F. All parties to this Agreement shall work collaboratively along with other CSOC-Subcommittee and WRC members to provide training classes to promote an understanding of Wraparound Services and eligibility criteria.

## **VI. Family Urgent Response System (FURS)**

CONTRACTOR shall ensure each of the following tasks are accomplished during the term of the Agreement for the FURS program:

- A. Provide a 24-hours per day, 7-days-per-week, 365-days per year immediate phone response, triage services, follow-up support, information and referral services.
- B. Provide services to current and former foster youth and their foster parents/ caregivers. Calls are initially triaged at a statewide toll-free hotline available 24 hours a day.
- C. Provide an in-person response to families in need, when contacted by the statewide hotline. The response should include in-person/face-to-face trauma-informed and culturally responsive crisis intervention, mediation, and support for foster youth and/or their foster parents/caregivers who are experiencing a crisis, or emotional, physical, or behavioral distress.
- D. Provide services to children and youth up to age 21 who are currently or previously in foster care and their caregivers.
- E. Respond to approximately 15-25 calls monthly for youth and foster parents/caregivers, followed by mobile in-person/face-to-face response to an estimated 40 to 50 percent of the callers monthly (these are preliminary estimates and will be refined as the program evolves).
- F. Maintain staff that includes peer partners and those with lived experience in the response team, whenever possible. The team shall be overseen by a licensed clinical professional trained to provide trauma-informed interventions specific to foster youth and their foster parents/caregivers.
- G. Assist families in preserving the relationship of the caregiver and the child or youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child or youth, connecting the caregiver and child or youth to the existing array of local services, and promoting a healthy and healing environment for children, youth, and families.

## **VII. CONSOLIDATED STAFFING CHART:**

- A. Employ and implement trauma-informed training to adequate staff to achieve program objectives, responsive and representative of the cultural and linguistic needs of Ventura County.
- B. Direct and non-direct care staff can overlap between the Wraparound and the FURS Program. Recruit, hire and train the following positions.

Position/Title	Required for Wraparound	Optional for Wraparound	Required for FURS	Optional for FURS
<b>Direct Care Staff</b>				
Parent Partner	X		X	
Peer Partner (for youth)		X	X	
Family Facilitator	X			X
Family Specialist (MHA)	X			X
<b>Non-Direct Care Staff</b>				
Directors	X		X	
Program Supervisor	X			X
Clinical Supervisor	X			X
Clinician		X	X	
Administrative Assistant	X			X

### **VIII. REPORTING REQUIREMENTS:**

- A. CONTRACTOR shall comply with the reporting requirements and submittal of the standard reports as identified in Exhibit C and as described below:
1. Submit cumulative performance reports to COUNTY on a quarterly basis in the form and content as specified in Exhibit C-HSA and as specified by VCBH. CONTRACTOR shall provide reports of all outcome measures consistent with Senate Bill (SB) 163, Chapter 795, Statutes of 1997, requirements and All County Information Notice No. 1-28-99. Reports are due within 15 days after the end of each quarter, with the first report due no later than October 15, 2024, for the quarter ending September 30, 2024.
  2. CONTRACTOR may exclude a youth from the performance outcomes if they meet one of the following criteria.
    - a) The family has moved out of the area.
    - b) The family does not become initially engaged.
    - c) The child or parent had stated, from the beginning (and this is documented in CFT minutes in the first few sessions) that they do NOT want an outcome of permanency (i.e., they want to split up and the referring agency insisted they 'try Wrap first').
    - d) The child being accepted into Wraparound by the WRC, only to never make it out of placement (like Juvenile Hall).
    - e) Deemed an inappropriate referral by WRC within 45 days of assignment (Neutral Dis-enrollment).
- B. CONTRACTOR will be expected to meet the following three (3) performance measures:
1. 90% of children from families who complete the Wraparound Services will have no child maltreatment referrals during the service period, six (6) months and twelve (12) months following service completion.
  2. 90% of children from families who complete the Wraparound Services will have no entry or re-entry into the child welfare system at six (6) months and twelve (12) months following service completion.
  3. 30% of families who complete the Wraparound Services will have successful case closure within twelve (12) months of the end of service.

## EXHIBIT "B"

### PAYMENT TERMS

#### **I. COMPENSATION/PAYMENT TERMS (CFS)**

- A. Total payments to be made by COUNTY under the HSA portion of this Agreement shall not exceed **\$1,636,816** for services performed during the term of this Agreement. CONTRACTOR shall track and report all VCBH expenses separately from any expenses billable to HSA.
- B. Expenses for CFS-related services will be paid in arrears for all costs incurred in support of this Agreement in accordance with the attached budget included in **Table 1 of Attachment A to Exhibit "B."** (Expenses for VCBH-related expenses will be billed to COUNTY as outlined below in Section II.) At no time will COUNTY pay for the same service through both HSA and VCBH.
- C. CONTRACTOR shall submit to COUNTY HSA a complete and signed invoice utilizing the HSA invoice form included in the Agreement as **Exhibit D, due on the 10<sup>th</sup> of the following month.** One copy of the invoice shall be submitted to County of Ventura, HSA-Fiscal Unit, 855 Partridge Drive Ventura, CA 93003. A second, exact duplicate copy of the invoice is to be submitted to VCBH Fiscal Administration Accounts Payable, 1911 Williams Drive, #210, Oxnard CA, 93036 with appropriate back-up documentation as directed by COUNTY. (An exact copy of the monthly VCBH invoice is to also be provided to HSA.) If invoices or required documentation are not submitted within ninety (90) days of the activity occurring, the CONTRACTOR will pay to COUNTY \$50 per day as liquidated damages beginning on the 91<sup>st</sup> day following the original due date.
- D. HSA and VCBH shall separately review each invoice and verify CONTRACTOR adherence to Agreement requirements, services and documentation. Once invoices are approved and signed, COUNTY will authorize payment to CONTRACTOR based upon claims submitted, provided that CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall not pay for unauthorized services provided by CONTRACTOR, nor for claimed services which COUNTY monitoring shows have not been provided as required by this Agreement.

#### **II. COMPENSATION/PAYMENT TERMS (VCBH)**

- A. COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" and Table 2 of Attachment A to Exhibit "B" for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A". Except as expressly provided in this Agreement, the maximum total sum of all payments made by COUNTY to CONTRACTOR for the

services and work performed or provided under the VCBH portion of this Agreement for the service period of July 1, 2024 through June 30, 2025, shall not exceed **\$1,276,000**. This not to exceed amount is not a guaranteed sum but shall be paid only for services actually rendered. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years. The funding sources for this Agreement could include: Short-Doyle Medi-Cal Federal Financial Participation (SD/MC FFP) and EPSDT Realignment.

- B. CONTRACTOR shall enter claims data into COUNTY's Electronic Health Record System within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended. CONTRACTOR will review the DHCS Billing Manual periodically to ensure CONTRACTOR is aware of any changes and utilizing the information from the most current version of the manual.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice using CONTRACTOR's own letterhead or format and include a signed Certification of Claims form (Exhibit "K") and a printout from COUNTY's Electronic Health Record System of billable services (invoices shall be based on claims entered into the COUNTY's Electronic Health Record System for the prior month). COUNTY will complete a reconciliation of the units of service and rates against the payments made to CONTRACTOR to identify any over or under payments. COUNTY is entitled to recover, and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, and dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

- D. **TIMELY BILLING.** CONTRACTOR shall generate a monthly Timely Billing Report that has been reviewed by CONTRACTOR's Chief Financial Officer, Controller, or highest ranking accounting officer. CONTRACTOR's accounting officer's signature

on the report indicates that timeliness related to billing will be managed to achieve an average of three business days or less from the time of service to the date of entry in COUNTY's Electronic Health Record System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to COUNTY. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports.

- E. Payment shall be made in arrears upon the submission of approved invoices to COUNTY. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY's Electronic Health Record System multiplied by the service rates in Table 2 of Attachment A to Exhibit "B." COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all reconciliation activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 61, Audit of Services, Subsections D and E. All payments shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR for approved services rendered, less any services that are disallowed for any reason by the COUNTY Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. In no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit "B," Section A.
- F. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated staffing which is applicable under this Agreement. COUNTY will use this information as an ongoing monitoring guide, and will also include in COUNTY monitoring the measure of productivity, service level expectation, and the ability to achieve outcomes as specified in this Agreement.
- G. SD/MC reimbursement provision: For Medi-Cal eligible services COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to Medi-Cal beneficiaries under this Agreement. CONTRACTOR shall comply with Medi-Cal State Plan and Medi-Cal SMHS Waiver requirements. The Short-Doyle/Medi-Cal reimbursement is composed of FFP and Local Matching Funds (County Resources). CONTRACTOR must accept as payment in full the amounts paid by VCBH in accordance with this Agreement for Medi-Cal SMHS services provided under this Agreement. CONTRACTOR may not demand any additional payment from DHCS, client, or other third-party payers.
- H. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by VCBH prior to performance thereof.

- I. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any SMHS or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (CCR, title 9 Section 1810.365(a)).
- J. CONTRACTOR shall not charge any clients or third-party payers any fee for SMHS services unless directed to do so at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- K. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the Directors at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- L. CONTRACTOR or subcontractor of CONTRACTOR shall not hold beneficiaries liable for debts in the event that the COUNTY becomes insolvent; for costs of covered services for which the State does not pay the COUNTY; for costs of covered services for which the State or the COUNTY does not pay the COUNTY's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).
- M. CONTRACTOR agrees to hold harmless both the State of California and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this Agreement.
- N. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or State or Federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY or State or Federal funding sources for the term of the Agreement. If the Federal or State governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.
- O. COUNTY will not remit payment for services to any entity or financial institution that is located outside of the United States of America. CONTRACTOR certifies, by executing this Agreement, that it and its subcontractors are located (and, where CONTRACTOR and/or its subcontractors are corporations, incorporated) in the United States of America.
- P. COUNTY will not remit payment for services furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the

person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the State Department of Health Care Services or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).

- Q. In accordance with 42 C.F.R. 438.608(a)(8) and 42 C.F.R. part 455.23, in cases where there is a credible allegation of fraud for which an investigation is pending under the Medicaid program against CONTRACTOR or their network provider, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.
- R. COUNTY will not remit payment for any item or service furnished under this Agreement: (1) by CONTRACTOR or any individual or entity during any period when CONTRACTOR, the individual, or entity is excluded from participation under the Social Security Act, sections 1128, 1128A, 1156 or 1842(j)(2), (2) that is provided by any individual, entity, at the medical direction or on the prescription of a physician, during the period when the individual, entity, or physician is excluded from participation under titles V, XVIII, or XX or pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such items or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person), (3) if the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual, entity, or physician, unless the State determines there is good cause to not suspend such payments, or (4) in respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- S. In the event that CONTRACTOR fails to comply with any provision of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by County, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- T. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "K" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- U. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, DHCS SD/MC, Medi-Cal SMHS title 9, Chapter 11, DMH Cost Reporting Data Collection Manual, title 19 of the Social Security Act, title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the DMH-DHCS,

Program regulations and requirements as specified by DMH-DHCS. It is understood that such services will subsequently be billed by COUNTY for SD/MC FFP.

- V. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for SD/MC FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the SD/MC services provided and reported by CONTRACTOR to COUNTY.
- W. CONTRACTOR understands and agrees that all SD/MC FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.
- X. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed SD/MC services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing SD/MC services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any payment by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s) including any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- Y. Claims deemed unallowable shall be subject to recoupment or recovery by COUNTY.
- Z. CONTRACTOR shall not bill beneficiaries for covered services under a contractual, referral, or other arrangement with COUNTY in excess of the amount that would be owed by the individual if the COUNTY had directly provided the services (42 U.S.C. 1396u-2(b)(6)(C)).
- AA. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to treatment coordination, service utilization and outcomes, documentation and reporting requirements.

**ATTACHMENT A to EXHIBIT “B”  
BUDGET AND PROVIDER SERVICE RATES**

**Seneca Family of Agencies  
July 1, 2024, through June 30, 2025**

In consideration of the services specified in EXHIBIT “A” PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR (1) monthly per the Budget in Table 1: Budget for Services Provided and (2) monthly per the agreed upon rates specified in Table 2: Provider Service Rates for authorized Specialty Mental Health Services (SMHS) provided under the County’s Mental Health Plan.

**Table 1**

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: Seneca Family of Agencies			
2. PROGRAM ACTIVITY/PROJECT NAME:		Wraparound & FURS	
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: July 1, 2024		INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024	
TO: June 30, 2025		AMENDMENT #:	
CONTRACT #: C2425.04		AMENDMENT EFFECTIVE DATE:	

<b>BUDGET SUMMARY</b>			
<b>I. DIRECT PROGRAM EXPENSES</b>	<b>BUDGET SUMMARY</b>	<b>LEVERAGED COSTS</b>	<b>LEVERAGE TYPE (In-Kind or Cash)</b>
<b>A. Staff Salaries</b>	\$ 1,780,355		
<b>B. Staff Fringe Benefits</b>	\$ 445,089		
<b>C. Program Operating Expenses</b>	\$ 187,440		
<b>D. Contractual Services</b>	\$ -		
<b>E. Client/Participant Direct Costs</b>	\$ 50,000		
<b>F. Other</b>	\$ 70,000		
<b>SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES</b>	<b>\$ 2,532,884</b>	<b>\$ -</b>	

<b>II. INDIRECT COSTS</b>		<b>\$ 379,933</b>	<b>\$ -</b>	
<b>TOTAL NOT TO EXCEED CONTRACT AMOUNT</b>		<b>\$ 2,912,816</b>	<b>\$ -</b>	
<b>Human Services Agency Share (Wraparound)</b>	<b>\$1,280,940</b>			
<b>Human Services Agency Share (FURS)</b>	<b>\$355,876</b>			
<b>Ventura County Behavioral Health Share (Wraparound)</b>	<b>\$1,097,000</b>			
<b>Ventura County Behavioral Health Share (FURS)</b>	<b>\$179,000</b>			

<b>BUDGET DETAIL</b>				
<b>I. DIRECT PROGRAM EXPENSES</b>				
<b>A. Staff Salaries (List Position/Title)</b>	<b>Monthly Salary</b>	<b>FTE(S)</b>	<b># of Months</b>	<b>Total</b>
Executive	14,331	0.11	12	\$ 18,917
Wrap Fidelity Director	11,781	0.06	12	\$ 8,483
Program Director	10,396	1.00	12	\$ 124,752
Clinical Supervisor	10,675	0.80	12	\$ 102,480
Program Supervisor	7,751	1.00	12	\$ 93,017
Facilitator/Bilingual Facilitator	6,230	6.00	12	\$ 448,534
Family Specialist/Bilingual Family Specialist	4,311	6.00	12	\$ 310,363
Parent Partner/Bilingual Parent Partner	4,207	4.00	12	\$ 201,926
Bilingual Youth Advocate	4,456	0.50	12	\$ 26,739
Senior Administrative Assistant/Program Assistant	5,041	1.20	12	\$ 72,595
QA Manager	7,454	0.32	12	\$ 28,624
Health Information Specialist	4,447	1.00	12	\$ 53,368
Facilities			12	\$ 21,018
Administrator On-Call			12	\$ 136,578
Supplemental Overtime/Crisis Response On-Call			12	\$ 132,961
<b>A. Subtotal Staff Salaries</b>		<b>21.99</b>		<b>\$ 1,780,355</b>

<b>B. Staff Fringe Benefits</b>	<b>Rate (%)</b>	<b>Total</b>
Payroll Taxes (Social security, Medicare, etc.)	7.00%	\$ 124,625
Health Benefits	13.00%	\$ 231,446
Retirement Contributions	1.50%	\$ 26,705
Other (please describe): Workers Comp, Unemployment	2.00%	\$ 35,607
Other (please describe):	1.50%	\$ 26,705
<b>B. Subtotal Staff Fringe Benefits</b>		<b>\$ 445,089</b>

<b>C. Program Operating Expenses</b> <i>(Must be verifiable and cannot also be treated as an Indirect Cost.)</i>	<b>Budget Justification &amp; Calculation Details</b>	<b>TOTAL</b>
Staff Travel, Facility Lease/Mortgage, Telephone/Utilities, Insurance Related to the Program, Office Supplies & Equipment*, Program Outreach, Other Program Costs	Use the percentage of program payroll amounts to determine.	\$ 187,440
		\$ -
<b>C. Subtotal Direct Program Operating Expenses</b>		<b>\$ 187,440</b>
(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)		

<b>D. CONTRACTUAL SERVICES</b> (List legal entity name for each)	<b>Contract Description &amp; Cost Details</b>	<b>Subaward (S) or Vendor (V) (to follow 2 CFR §200.331)</b>	<b>Total</b>
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>D. Subtotal Contractual Services</b>			<b>\$ -</b>

E. CLIENT/PARTICIPANT DIRECT COSTS				TOTAL
	Avg. Cost Per Participant	# of Participants		
Vocational Training Costs				
	\$ -	0		\$ -
On-the-Job Training	Avg. Rate Per Hour	Avg. Hours Per Month	Avg. # of Months	
Participant Wages				\$ -
Participant Benefits	Avg. Benefit Rate (%):			\$ -
Supportive Services (WIOA contract only)	Add Budget Justification & Calculation Details Below			
				\$ -
Family Stabilization Support Funds (CFS contracts only, when permitted)	Add Budget Justification & Calculation Details Below			
	Funds to meet resource needs of enrolled youth and families. Budgeted at \$50,000 annually.			\$ 50,000
E. Subtotal Client/Participant Direct Costs				\$ 50,000
F. OTHER (Please Describe)	Budget Justification & Calculation Details			
Out of County Funds	Costs associated with supporting out of county youth, budgeted at \$70,000 annually.			\$ 70,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
F. Subtotal Other				\$ 70,000

<b>DIRECT PROGRAM COSTS TOTAL</b>	<b>\$ 2,532,884</b>
-----------------------------------	---------------------

<b>II. INDIRECT COSTS*</b> <i>(Use one of the options below.)</i>				
	<b>Rate (%)</b>	<b>Cost Base Rate Applied to (Amount)</b>	<b>Cost Base (Type)</b>	<b>Total</b>
<b>1. Federally Negotiated Indirect Cost Rate</b> <i>(Must attach your approved ICRA)</i>				\$ -
<b>2. De Minimis 10%</b>				\$ -
<b>3. Other Program Special Rate</b> <i>(May be referenced in RFP, provide details)</i>	15%	\$ 2,532,884		\$ 379,933
<b>INDIRECT COSTS TOTAL</b>				<b>\$ 379,933</b>
*Please note that items cannot be charged as both Direct Program Expenses and Indirect Costs. See 2 CFR §200.412-§200.415.				
<b>Please list the general items classified by your agency as Indirect Costs:</b> Indirect costs consist of those agency-wide services and their associated expenses that benefit all Seneca programs. These include: executive leadership, accounting, human resources, information technology, training, centralized quality assurance, and facility services. Other non-payroll costs would include insurance, outside trainers, and executive consulting services				

**ATTACHMENT A to EXHIBIT “B”  
Seneca – Wraparound FY24-25  
Provider Service Rates  
Table 2**

<b>Practitioner Type</b>	<b>FY24-25</b>	
	<b>Per Hour Rate</b>	<b>Contract Amount</b>
<b>LPHAs (MFT LCSW LPCC)/ Intern or Waivered LPHAs (MFT LCSW LPCC)</b>	<b>\$266.01</b>	
<b>Mental Health Rehab Specialists</b>	<b>\$200.14</b>	
<b>Other Qualified Practitioners</b>	<b>\$200.14</b>	
<b>Peer Support Specialists</b>	<b>\$210.14</b>	
<b>Total Contract</b>		<b>\$ 1,097,000</b>

**FURS  
FY24-25**

<b>Practitioner Type</b>	<b>FY24-25</b>	
	<b>Per Hour Rate</b>	<b>Contract Amount</b>
<b>LPHAs (MFT LCSW LPCC)/ Intern or Waivered LPHAs (MFT LCSW LPCC)</b>	<b>\$266.01</b>	
<b>Mental Health Rehab Specialists</b>	<b>\$200.14</b>	
<b>Other Qualified Practitioners</b>	<b>\$200.14</b>	
<b>Peer Support Specialists</b>	<b>\$210.14</b>	
<b>Total Contract</b>		<b>\$ 179,000</b>

### EXHIBIT C

Outcome Indicator - Wraparound		Q1 Jul - Sep	Q2 Oct - Dec	Q3 Jan - Mar	Q4 Apr - Jun	YTD Total	YTD %	Notes
		Program Year 2024-2025						
Process Measures								
Number of families served - unduplicated								
Number of families admitted								
Number of families discharged								
Number of families successfully discharged								
Number of families neutral disenrollment								
Families completing services within 6 months								
Involvement with Juvenile Justice system								
Placement Stability								
Entry/Return into Foster Care								
Achievement of/Timeliness to Permanency								

\* To facilitate CFS data analysis, the Contractor shall provide case identifying information for clients served and client status with each report. Additional client-level information may be requested to facilitate necessary data analysis.

\*\* The County recognizes there are many factors leading to client outcomes and will work with the Contractor to review additional case-specific information should outcomes be less than desired.

**EXHIBIT C**

Outcome Indicator - FURS		Q1 Jul - Sep	Q2 Oct - Dec	Q3 Jan - Mar	Q4 Apr - Jun	YTD Total	YTD %	Notes
		Program Year 2024-2025						
Process Measures								
Number of calls from Cal-FURS								
Number of in-person responses								
Time from incoming call to in-field visit								
Clients preferred language English								
Clients preferred language Spanish								
Clients preferred language other								
Number of calls a peer partner responded								
Rate of hospital and congregate care diversion								
Number and frequency of repeat calls from a caregiver or youth								
Follow-up services provided								
Presenting issue of the call								
Intervention site								
Outcome of the call								

**EXHIBIT "D"**  
**HSA SERVICES INVOICE**

**COUNTY OF VENTURA**  
**Human Services Agency - Fiscal Division**  
**MONTHLY INVOICE (Version 08.1)**

<b>Contractor:</b>				<b>Program Title:</b>		<b>Invoice #</b>			
Billing Address:				Invoice Date:					
Contract Term:				Invoice Period:					
COST CATEGORY	CONTRACT BUDGET	Curr Mo. Expense HSA Only	YTD Expense	Budget Balance	% Expended	Leveraged Cost Budget	Monthly Leveraged / In-Kind	To-Date Leveraged / In-Kind	Leverage Type (In- Kind or Cash)
<b>DIRECT PROGRAM OPERATING EXPENSE</b>									
Staff Salaries	\$10	\$1	\$1	\$9	10%				
Staff Fringe Benefits	\$20	\$2	\$2	\$18	10%				
Direct Program Operating Expense	\$30	\$3	\$3	\$27	10%				
Contractual Services	\$40	\$4	\$4	\$36	10%				
Client/Participant Direct Cost	\$50	\$5	\$5	\$45	10%				
Other Costs	\$80	\$8	\$8	\$72	10%				
<b>Sub-Total direct program expenses</b>	\$230	\$23	\$23	\$207	10%				
Indirect Cost	\$20	\$2	\$2	\$18	10%				
<b>Total</b>	\$250	\$25	\$25	\$225	10%				
<b>NOTES</b>									

**CONTRACTOR APPROVAL**

<b>OFFICERS SIGNATURE</b>	<b>DATE</b>	<b>PRINTED OFFICERS NAME</b>	<b>OFFICERS TITLE</b>
---------------------------	-------------	------------------------------	-----------------------

**COUNTY APPROVAL**

<b>APPROVED BY</b>	<b>DATE</b>	<b>COMMENTS</b>
--------------------	-------------	-----------------

## **EXHIBIT "E"**

### **DEBARMENT AND SUSPENSION CERTIFICATION**

CONTRACTOR and CONTRACTOR's duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Certification, CONTRACTOR agrees to comply with applicable Federal suspension and debarment regulations including but not limited to 48 C.F.R. 9.400, et seq. "Debarred" means excluded or disqualified from contracting with the Federal, State or local government.
2. By signing this Certification, the CONTRACTOR certifies to the best of CONTRACTOR's knowledge and belief that CONTRACTOR, CONTRACTOR's principals and subcontractors:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
  - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 C.F.R. 9.400, et seq.), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State, and
  - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify any of the statements in this Certification, CONTRACTOR shall submit an explanation to the COUNTY VCBH Contracts Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If CONTRACTOR knowingly violates this Certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

6. CONTRACTOR must ensure that the Office of the Inspector General's Exclusion List, Medi-Cal list of Suspended or Ineligible Providers list, and the Excluded Party List System/System for Award Management database are checked on a monthly basis, prior to providing any service under this Agreement.
7. Whereas, COUNTY shall provide notice regarding the authority of the Department of Health Care Services (DHCS) to impose administrative sanctions to their providers or contractors.
8. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.
9. COUNTY shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on the Federal Office of Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database, and that any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
10. CONTRACTOR certification herein is a material representation of facts upon which COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR: **Seneca Family of Agencies**

BY \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name and Title

BY \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name and Title



## CODE OF CONDUCT





VENTURA COUNTY  
HEALTH CARE AGENCY

## Mission

Provide comprehensive, cost-effective, compassionate health care for our diverse community, especially those facing barriers, through an exceptional workforce, education, and forward-thinking leadership.

## Vision

Setting the standard in health care excellence. Healthy people in healthy communities throughout Ventura County

## CODE OF CONDUCT SERVICE

### EXPERIENCE

*Ventura County Health Care Agency's (HCA) employees and agents shall strive to deliver quality, patient-centered health care services.*

- Patients have the right to choose their health care. Patients will be involved in decisions regarding their care to the greatest practical extent possible.
- No person shall be denied care by HCA solely based on race, gender, religion, creed, color, economic status, or source and amount of payment. Further, employees are to be impartial and are not to discriminate in providing service based on race, color, national origin, religion, ancestry, medical condition, gender, sexual orientation, age, marital status, or disability.
- HCA employees and its agents will seek to understand and respect a patient's objectives for care and shall treat patients in a manner respecting their background, culture, religion, and heritage.
- HCA's employees and agents shall treat all patients with dignity, respect, and courteousness.
- Patients have the right to information for informed health care decisions including therapeutic alternatives and risks associated with their care. Patients also have a right to receive information about HCA's policies, procedures, and charges.
- Quality patient care will only be delivered by qualified, competent staff.
- HCA will maintain an accurate medical record for each patient that is promptly completed, accessible, and retained.

## CODE OF CONDUCT

### BUSINESS PRACTICES

*HCA's employees and agents shall comply with all applicable laws and regulations.*

- HCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards, and other requirements including those of Federal and State health care programs.
- Employees or agents who perform billing and/or coding of claims must take reasonable precautions to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and policies.
- HCA will bill only for services rendered and which are fully documented in the patient's medical records. If the services are coded, then only billing codes that accurately describe the services provided will be used.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate, or fictitious will be submitted. No falsification of medical conditions, services, time, or other records that are the basis of claims submission will be tolerated.
- HCA shall act promptly to investigate and correct the problem when errors in claims that have been submitted are discovered.
- All reports or other information required to be provided to any federal, state, or local government agency shall be accurate, complete, and timely filed, including the reporting of overpayments related to the Medicare and Medi-Cal Programs.
- HCA shall maintain a complete and thorough medical and billing record and ensure they are retained according to regulatory requirements and organizational policy.
- HCA will seek positive relationships with government programs and third-party payers including ongoing communication about patient progress and billing.
- No employee or agent is authorized to enter any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and the Board of Supervisors.

## CODE OF CONDUCT

### BUSINESS PRACTICES

*HCA's employees and agents shall engage in ethical business relationships including maintaining confidentiality.*

- Employees and agents must perform their duties in a way that promotes the public's trust in HCA.
- The Federal government prohibits payment for services provided by an individual or entity that the government has excluded from participating in a Federally funded health care program. HCA will not knowingly employ, conduct business with or contract with excluded providers.
- HCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Employees or agents shall not use or reveal any confidential information obtained as an employee or agent of HCA concerning HCA or its patients.
- HCA, in accordance with Title 22, Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- Each employee or agent has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the County's administration, to accomplish its goals, to expose corruption wherever discovered, to refrain from disclosure of any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.

## CODE OF CONDUCT

### CONFLICTS OF INTEREST

*Employees and agents must avoid situations in which their interests' conflict with the duty to act in HCA's best interest.*

- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to HCA in accordance with the Conflict-of-Interest Code.
- Employees and agents should avoid any activity that conflicts with the interests of HCA or its patients. Even the appearance of impropriety should be avoided. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Employees and agents should not have other jobs that interfere with their ability to perform their duties at HCA.
- Employees and agents should not become involved, directly, or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict-of-Interest Code without first disclosing that relationship to management.
- Conducting business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency (Conflict of Interest Code).
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.

## CODE OF CONDUCT

### PROTECTION AND USE OF INFORMATION, PROPERTY AND ASSETS

*HCA's employees and agents shall protect the County's property and respect the property rights of others.*

- HCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- Employees and agents must obtain authorization prior to committing or spending HCA's funds.
- Employees and agents are personally responsible and accountable for the proper expenditure of HCA funds and for the proper use of its property.
- Employees and agents may not use either HCA or patient resources for personal or improper purposes or permit others to do so.
- HCA equipment is intended to be used only for HCA or County business.
- Use of electronic assets is for business. Employees and agents may only use computer systems and networks, in a manner consistent with HCA's policies, and shall take reasonable steps to protect systems and software from unauthorized access or intrusion. Misuse will result in disciplinary action in accordance with HCA policy.
- Surplus, obsolete, or junked property shall be disposed of in accordance with HCA's and County's procedures. Unauthorized disposal is a misuse of assets.
- Employees and agents have a duty to be productive during work time.
- Any improper financial gain through misconduct involving misuse of either HCA's or a patient's property is prohibited, including the theft of property or of money.
- HCA's confidential and proprietary information is valuable and should be protected from unauthorized use or exploitation. Employees and agents are also expected to respect the intellectual property rights of others with whom HCA does business.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Compliance Line established for reporting concerns, including anonymously.
- Reasonable meal expenditures or entertainment must comply with the County Reimbursement Policy.

## CODE OF CONDUCT HUMAN

### RESOURCES

*HCA's employees and agents shall respect each other as human beings and health care professionals.*

- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.

All employees and agents should show proper respect and consideration for each other, regardless of position. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.

- Employees will be provided with reasonable accommodation, as outlined by the provisions of the Americans with Disabilities Act of 1990 (ADA) and/or California Fair Employment and Housing Act (FEHA). As an employer, we are responsible for providing reasonable accommodations to the known physical or mental impairments of a qualified individual with a disability, unless doing so would impose an undue hardship on the operation of County business.
- HCA will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).
- HCA will not permit any action of retaliation or reprisal against an employee who reports a violation of law, policy, or procedure.

## CODE OF CONDUCT

### HEALTH AND SAFETY

*Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.*

- Employees and agents are expected to comply with all work and safety rules.
- HCA shall only employ or work with people with proper credentials, experience, and expertise.
- HCA is a drug and alcohol-free workplace.
- Smoking is not permitted near any entrance to any HCA buildings or vehicles.
- Drugs, including controlled substances and other pharmaceuticals shall be safely stored, secured, dispensed, and inventoried in conformance with all applicable laws and regulations. Shortages and missing items shall be reported promptly to supervisors.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.

## CODE OF CONDUCT

### REPORTING CONCERNS

*Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws, or regulations to their manager or supervisor, through the confidential Compliance Line or to the Compliance Officer. You are protected from retaliation if you make a good-faith report.*

One option is to speak with your supervisor or another manager. If you are not comfortable speaking with him/her, or you believe the matter has not been adequately resolved, you should contact the Compliance Officer.

If you want to anonymously report a concern, HCA has a third-party that takes confidential reports at 1.888.488.3146. This number is available 24 hours a day, seven days a week. Reports will be forwarded to the Compliance Department for investigation and resolution. You may remain anonymous if you choose, however if you identify yourself, it may assist in the investigation of the matter.

- Retaliation against any employee who, in good faith, reports potential or suspected violations is unlawful and will not be tolerated.

### ATTESTATION OF COMPLIANCE

I agree to comply with the Code of Conduct. I represent that I am in complete compliance with the requirements of the Code of Conduct as it applies to my job responsibilities.

I also represent and warrant that I have not been excluded from, or sanctioned by, any Federal health care benefits program, including but not limited to Medicare, Medi-Cal, CHAMPUS or the federal retired railway workers benefit program.

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT “G”**

### **QUALITY MANAGEMENT PROGRAM**

VCBH is committed to assuring that VCBH clients receive care that meets State and Federal requirements.

CONTRACTOR adherence to the VCBH Quality Assurance standards is mandatory and includes the following provider responsibilities:

1. Adhere to the VCBH Grievance and Appeals policy.
2. Post the Notice of Problem Resolution Processes which explains the grievance, appeal, and expedited appeal procedures.
3. Provide: (a) a master copy of the VCBH “Ventura County Mental Health Plan Member Handbook” brochure in English, Spanish, Large Font, and Audio format, (b) the Medi-Cal Provider Directory in English and Spanish, and (c) Grievance and Appeal forms and postage paid envelopes in all waiting areas.
4. Provide the VCBH Quality Management Division with notification of all adverse incidents involving clients within one business day of the incident or first knowledge of the incident.
5. Follow all documentation standards and respond to requests for plans of correction when requested by VCBH.
6. Conduct a Utilization Review process every quarter and provide remediation evidence to VCBH Utilization Review staff during or following VCBH Utilization Review.

VCBH will be responsible for providing the following:

1. Provide the updates to any client grievance procedures.
2. Provide updates of the Ventura County Mental Health Plan Member Handbook and Medi-Cal Provider Directory.
3. Supply the postage paid envelopes for use in waiting rooms.
4. Provide assistance and training in documentation in coordination with the VCBH Division Chiefs and assigned contract managers.
5. Provide technical assistance and conduct Medi-Cal site certification and re-certification.

6. Provide utilization review as required by the VCBH policy on Contractor Utilization review.
7. Notify contractor of disallowances that occur as a result of utilization review.

## EXHIBIT “H”

### **BUSINESS ASSOCIATE AGREEMENT**

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

#### **I. Definitions**

- a. Business Associate shall mean **Seneca Family of Agencies**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

#### **II. Obligations and Activities of Business Associate**

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the ‘Security Rule’) with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the “Data Breach Notification Rule”), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a

Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that

the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

### **III. Permitted General Uses and Disclosures by Business Associate**

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **Medi-Cal Specialty Mental Health Services agreement**.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

### **IV. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclose the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

## V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

## VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

## VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2023**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **Medi-Cal Specialty Mental Health Services agreement** by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

c. *Obligations of Business Associate Upon Termination*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement 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 Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
3. The rights and obligations under this Section shall survive the termination of this Agreement.

**VIII. Miscellaneous**

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

## **EXHIBIT “I”**

### **Good Neighbor Policy**

The COUNTY contracts with mental health service providers committed to providing neighborhood-based treatment services for clients. In addition to the standard COUNTY contract language, contractors providing services to COUNTY clients must comply with this Good Neighbor Policy.

#### **Facility and Facility Operations**

Each facility shall establish early communication with the affected neighborhoods and communities as a way to (1) identify potential physical impacts on neighborhoods; (2) establish mitigation as necessary; and (3) implement appropriate management practices to minimize neighborhood complaints and encourage consideration of neighbors.

#### **Neighborhood Complaints**

Each facility shall develop a written procedure for handling neighborhood complaints to ensure ease of communication to the appropriate regulatory agency.

The neighborhood complaint process must be available on site so that it is readily accessible upon request.

The written procedure must include a contact number for the COUNTY liaison.

#### **Staff and Resident Conduct**

Staff and residents are expected to conduct themselves in a manner that demonstrates that they are community members.

Staff and residents are encouraged to be considerate of neighbors when outdoors.

#### **Community Service and Involvement**

In order to foster good relations between the staff and residents of a residential facility and other members of the community where the facility is located, staff and residents are encouraged to participate in community service activities that would tend to foster good will between the recovery community and their neighborhood.

## EXHIBIT “J”

### Utilization Review and Contractors Invoice Procedure

1. Utilization Review staff will contact CONTRACTOR to schedule the chart review site visits.
2. A random selection of charts documenting services provided the previous month will be reviewed, per COUNTY policy.
3. **For out of county contractors** who are not directly entering billing into the VCBH Electronic Health Record System, all clinical documentation for the previous month, including updated treatment plans and assessments, will be emailed securely to VCBH Quality Assurance Utilization Review at QM.UR@ventura.org.
4. CONTRACTOR will submit its monthly invoice(s) to VCBH Fiscal Administration Accounts Payable by email to: bh\_accountspayable@ventura.org or by mail to:

Ventura County Behavioral Health  
Fiscal Administration Accounts Payable  
1911 Williams Drive, Suite 210  
Oxnard, CA 93036

Invoices **MUST** include the following information: (1) remit to name and address, (2) invoice date, (3) invoice number, (4) Federal identification number, (5) service month, (6) rate(s), (7) units of service, and (8) Electronic Health Record System report from the County system that demonstrates and ties to the specific units of service that are included in the invoice.

5. Utilization Review staff will review documentation for compliance with the Department of Health Care Services documentation standards and notify CONTRACTOR of any out of compliance items via a “Chart Remediation” memo, on a quarterly basis. If the CONTRACTOR does not remediate issues and demonstrates continuous areas of concern and/or disallowances, the frequency of the Utilization Reviews may increase. Items that may be corrected to prevent disallowance of units will be identified and CONTRACTOR will have two (2) weeks to return evidence of correction to the Utilization Review office.
6. Items that are not remediated or cannot be corrected will be noted and units will be disallowed from CONTRACTOR’s invoice. CONTRACTOR’s invoice will be reduced to reflect the reduction of the disallowed units multiplied by the associated unit rate of service.

## **EXHIBIT “K”**

### **CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED**

CONTRACTOR and its duly authorized representative(s) understand and agree as follows:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Mental Health services under this Agreement in and for said CONTRACTOR; that I have not violated any of the provisions of sections 1090 through 1098 of the Government Code; that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects, be true, correct, and in accordance with law. CONTRACTOR agrees and shall certify under penalty of perjury that all claims for services provided to COUNTY mental health clients under this Agreement have been provided to the clients by CONTRACTOR. The services were, to the best of CONTRACTOR's knowledge, provided in accordance with the client's treatment needs. CONTRACTOR shall also certify that all information submitted to the Behavioral Health Department and the State is accurate and complete. CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws. CONTRACTOR agrees to keep for a minimum period of ten (10) years from the expiration of the term of the Agreement or completion of an audit or investigation by COUNTY, State, and Federal agencies, including the exhaustion of all legal remedies, whichever is later, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the DHCS, the Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, COUNTY's Behavioral Health Department, or their duly authorized representatives. CONTRACTOR also agrees that services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age or physical or mental disability. CONTRACTOR agrees that the Office of the Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System/System Award Management (EPLS/SAM), databases are checked monthly, prior to providing services under this Agreement. CONTRACTOR also agrees that the Social Security Administration Death Master file database will be checked prior to: (1) contracting with COUNTY, (2) employing staff, and (3) contract renewal. CONTRACTOR agrees that prior to providing services under this Agreement, CONTRACTOR has complied with the credentialing and re-credentialing requirements specified in all applicable DHCS information notices for service providers (employees and contractors) that deliver Medi-Cal covered services and that signed attestations, as required by the information notice, are on file for each direct service provider. Per all applicable DHCS information notices, CONTRACTOR agrees to immediately: (1) report an overpayment received from COUNTY and (2) notify COUNTY in writing of the reason for the overpayment. The process for providing written notice is described in Section 4 (NOTICES) of page 1 of this Agreement. The overpayment must

be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

CONTRACTOR: **Seneca Family of Agencies**

BY \_\_\_\_\_  
Signature - Authorized Officer Date

BY \_\_\_\_\_  
Signature - Authorized Officer Date

## EXHIBIT “L”

### LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any Federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352.

#### 1. Certification and Disclosure Requirements

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit ‘I’, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit “I”.
- (b) Each recipient shall file a disclosure (in the form entitled “Disclosure of Lobbying Activities – Standard Form –LLL”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) in connection with a contract, or grant or any extension or amendment of the Agreement, or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered Federal action; or
  - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered Federal action,
- (d) Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosures forms to VCBH Contracts who will forward to DHCS Program Contract Manager.

## 2. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended, by the recipient of a Federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR: **Seneca Family of Agencies**

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name of Person Signing for Contractor and Title
--

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name of Person Signing for Contractor and Title
--

# GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

PAGE 1 OF 26

## GENERAL CONTRACT CONDITIONS – EXHIBIT M

### Table of Contents

INTRODUCTION.....	4
A. GENERAL CONTRACT CONDITIONS.....	4
1. Reports .....	4
2. Limits of Obligation .....	4
3. Documentation and Procurement Requirements .....	4
4. Disallowed Costs .....	4
5. Availability of Funds .....	4
6. Administrative Directives, Unilateral Modifications, Contract Directives.....	5
7. Venue and Construction .....	5
8. Ownership of Work Product .....	5
9. Personnel Disclosure .....	5
10. Responsibility for Equipment .....	5
11. Contamination and Pollution .....	6
12. Hiring/Paying Board of Directors Prohibited.....	6
13. Subcontracts.....	6
14. Political Activities Prohibited (Hatch Act) & Byrd Anti-Lobbying Amendment..	7
15. Energy Efficiency .....	7
16. Clean Air and Water Acts.....	7
17. Solid Waste Disposal Act.....	7
18. Sectarian Activities.....	7
19. Licenses and Standards .....	7
20. Maintenance of Records (Records Retention) .....	8
21. Internal Monitoring (fiscal and program review) .....	8
22. Inspection of Records/Monitoring/Audits.....	9
23. In-Kind or Cash Match .....	10
24. Termination .....	10
25. Closeout Upon Termination .....	10
26. Partial Performance .....	11
27. Non-Discrimination/Grievance/Complaint Procedures .....	11
28. Purchase of Service.....	11
29. Supplemental Invoices.....	12

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 2 OF 26**

30.	Budgeted Expenses and Payments .....	12
31.	Working Capital.....	12
32.	Budget Deviations.....	12
33.	Minimum Standards for Salaries and Benefits .....	12
34.	Audit Exceptions .....	12
35.	Conditions Prerequisite to Payments .....	13
36.	Reimbursement from Other Sources .....	13
37.	Authority to Bind/Independent Contractor .....	13
38.	Standard of Conduct/Conflict of Interest .....	13
39.	Technical Assistance .....	14
40.	Corrective Action.....	14
41.	Penalties .....	14
42.	Staff Representatives.....	15
43.	Copyrights (applicable only if funds provided are used to develop a copyright or if purchasing ownership of a copyright).....	15
44.	Signatures.....	15
45.	Remedies.....	15
46.	Employment of Convicted Individuals .....	15
47.	Drug-Free Workplace Certification.....	16
48.	Debarment and Suspension Certification.....	16
49.	Modification Provision .....	17
50.	Fiscal Control.....	17
51.	Submittal and Payment of Claims and Source Documents.....	17
52.	Program Income .....	17
53.	False Claims .....	18
54.	Protection of Personally Identifiable Information (PII) .....	19
55.	Domestic Preference for Procurements .....	19
B.	WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) PROGRAMS ..	19
1.	Compliance .....	19
2.	Charging of Costs .....	20
3.	Allowable Costs .....	20
4.	Maintenance of Effort/Union Concurrence .....	20
5.	Prevailing Wage.....	21
6.	Minimum Wage .....	21
7.	Benefits and Working Conditions .....	21

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

**PAGE 3 OF 26**

8.	Additional Nondiscrimination and Equal Opportunity Provisions.....	21
9.	Conflict of Provisions .....	22
10.	Definitions .....	22
11.	Tracking Costs by WIOA Cost Category .....	22
12.	Financial Aid .....	23
13.	Reporting Fraud and Abuse .....	23
14.	California Labor Code, Fair Labor Standard Acts as Amended .....	23
15.	Training Conditions .....	23
16.	Recovery of WIOA Tuition and Training Refunds .....	24
17.	Property Management .....	24
18.	Theft and Embezzlement .....	24
19.	Duplicate Funding .....	25
20.	Relocation Act.....	25
21.	Selective Service Act .....	25
22.	Employment Generating Activities Prohibition .....	25
23.	Duplication of Facilities or Services .....	26
24.	Rights.....	26

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 4 OF 26

### **INTRODUCTION**

The General Conditions, Assurances and Certifications shall apply to and are incorporated into this contract. To the extent there is any conflict between the General Conditions, Assurances and Certifications and any other provision in this contract, the General Conditions, Assurances and Certifications shall prevail. To the extent that provisions in the General Conditions, Assurances and Certifications relate to services or activities not encompassed in the subject contract, those provisions do not apply.

### **A. GENERAL CONTRACT CONDITIONS**

#### **1. Reports**

The Contractor shall submit timely and accurate programmatic and financial reports in accordance with the contract and County Directives.

#### **2. Limits of Obligation**

The Contractor shall be paid in accordance with the contract and budget, not to exceed the maximum amount specified. Any cost incurred by the Contractor over and above the maximum amount obligated by the contract and budget shall be at the sole risk and expense of the Contractor.

#### **3. Documentation and Procurement Requirements**

The Contractor shall maintain documentation of all services and contract costs and comply with all applicable procurement requirements. Such documentation and procurement must be in accordance with the contract requirements and all applicable federal, State, and County requirements, and provide sufficient detail (*i.e.*, original source documents) to support Contractor purchases, claims for reimbursement and payments made under the contract.

#### **4. Disallowed Costs**

Contractor shall be liable for all amounts which are determined to be due as a result of disallowance by the Federal Government, the State of California, or the County of Ventura or any other governmental agency with jurisdiction, when such disallowance is the result of the Contractor's or its Subcontractor's conduct. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by County. The Contractor shall comply with the provisions set forth in the County's Audit Resolution Procedure, hereby incorporated by reference, regarding Contractor's liability for expenditures disallowed by an auditor. Contractor will be notified of any disallowed costs or any other controversy or proceeding between County, the State of California or the federal government arising from the performance of the contract.

#### **5. Availability of Funds**

- a. The contract is valid and enforceable only if sufficient funds are made available to the County from the appropriate funding source and are appropriated by the County Board of Supervisors for the purpose set forth in the contract.
- b. At the expiration of the term of the contract or upon termination prior to the

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 5 OF 26

expiration of the contract, and after all payments have been made to the Contractor for services provided, any remaining funds that were previously obligated under the contract shall revert to the County.

- c. The County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for a hearing within 30 days from such suspension. Failure on the part of the Contractor or a Subcontractor to comply with the provisions of the contract or with applicable law, when such failure involves the allegation of fraud as a result of a monitoring or other program review or misappropriation of funds, may result in immediate de-obligation and withholding of funds and debarment from program operation.

### **6. Administrative Directives, Unilateral Modifications, Contract Directives**

The County may issue administrative directives, unilateral modifications and contract directives concerning interpretations of Federal or State laws, rules and regulations, and directives received from the Federal Government or the State, and/or from the County Board of Supervisors, which may require changes in procedures by the Contractor.

Contractor will be deemed responsible for complying with such administrative and contract directives and/or modifications only after being formally notified in writing of appropriate action necessary.

### **7. Venue and Construction**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California. The parties acknowledge that the contract is entered into and is to be performed in the County of Ventura, State of California. In any legal proceeding relating to the contract, the parties agree that for all purposes venue shall be in the County of Ventura, State of California.

### **8. Ownership of Work Product**

Upon the termination of the contract for any reason, all data, documents, films, tapes and all reports or any other work products paid for by grant or other funds provided by federal, State, and County and prepared by the Contractor in the course of operating the program, will become the property of the County. This will not include any information that is proprietary to the Contractor, unless otherwise agreed to by the parties in writing.

### **9. Personnel Disclosure**

Contractor shall make available to County, upon request, a current list of all personnel providing services under the contract. The list shall include: (1) the names and job titles of all full or part-time staff and volunteers providing services under the contract, (2) a brief description of each position and the FTE hours allocated, and (3) the professional degree, if applicable, and experience required for each position.

### **10. Responsibility for Equipment**

County shall not be responsible nor be held liable for any damage to person or property

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 6 OF 26**

consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment is furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

### **11. Contamination and Pollution**

Contractor, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Contractor will be borne entirely by the Contractor.

### **12. Hiring/Paying Board of Directors Prohibited**

Contractor shall not hire, nor compensate from contract funds, any of its governing body to provide services under the contract without the written approval of County.

### **13. Subcontracts**

All subcontracts between Contractor and another party involving the operation of the contract must be in writing and will first be presented to the County for approval, and do not create a contractual relationship between such third party and the County. Failure to obtain such prior approval of the County may result in the immediate termination of the contract at the sole and absolute discretion of the County.

- a. Any subcontracts entered into by the Contractor must be in compliance with all applicable Federal and State procurement laws, policies, or regulations.
- b. Any of the work or services specified in the contract which will be performed by other than the Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- c. The Contractor will maintain and adhere to an appropriate system, consistent with Federal, state, and local law, for the procurement, award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last five (5) years.
- e. The system for soliciting and/or developing fixed unit price contracts must include sufficient documented analysis to assure that costs billed as a single-unit charge are reasonable and supportable, based on the prevailing rate of such services obtained from competitive sources, or that costs are justifiable, predicated on the unique nature of the service provided.
- f. No subcontract shall alter in any way any legal responsibility of Contractor to

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 7 OF 26**

County. County has the right to refuse reimbursement for obligations incurred under any subcontract which does not comply with the terms of the contract.

- g. For any contract being supported in part or in whole with federal funds, it is the responsibility of the Contractor to ensure that any subcontractors are not debarred or suspended from receiving from federal funds prior to issuance of the subaward, and that subcontracts adhere to the same criteria set forth in this contract in section 48. Debarment and Suspension Certification. Contractors must verify that subcontractors have no active exclusions by using the System for Award Management at [www.SAM.gov](http://www.SAM.gov).

### **14. Political Activities Prohibited (Hatch Act) & Byrd Anti-Lobbying Amendment**

None of the funds, provided directly or indirectly, under the contract shall be used for any political activities or to further the election or defeat of any candidate for public office. In addition, the Contractor will comply with the provisions of the Hatch Act as amended, which limits the political activities of employees.

For contracts over \$100,000 Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

### **15. Energy Efficiency**

Contractor shall comply with mandatory standards and policies relating to energy efficiency in the California Energy Code, Title 24, part 6, as required by the U.S. Energy Policy and Conservation Act (42 U. S. C. § § 6201 et seq.).

### **16. Clean Air and Water Acts**

For all contracts between County and Contractor in excess of \$150,000, Contractor shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).

### **17. Solid Waste Disposal Act.**

For all contracts between County and Contractor in which an item or items in excess of \$10,000 are procured, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.

### **18. Sectarian Activities**

As part of or in connection with the performance of this contract, Contractor shall not engage in, aid or permit religious instruction, proselytization, or any other activities that would amount to an improper aid to or establishment of religion, or a violation of "free exercise" rights, in violation of the United States Constitution (First Amendment), California Constitution (Art. I, § 4; art. XVI, § 5), or any other law.

### **19. Licenses and Standards**

Contractor shall comply with all applicable federal, State, County and local rules and regulations, including, business, facility and professional licensing and certification laws, and shall keep in effect and current any and all licenses, permits, notices and certificates

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 8 OF 26**

required for Contractor's provision of services under the contract and for the duration of the term of the contract. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

In the performance of this contract, Contractor shall comply with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and County and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Contractor shall comply with all rules and regulations set forth in 2 CFR 200 as applicable to form of entity by which Contractor transacts its business.

### **20. Maintenance of Records (Records Retention)**

Contractor agrees to maintain all records under the contract in accordance with applicable federal, state and local requirements:

- a. Contractor agrees to retain all records pertinent to all contracts, sub-contracts, and agreements including statistical, property and participant/client records and supporting documentation for a period of three (3) years and all payroll and financial records for a period of seven (7) years from the date of final payment of the Contract. If at the end of the retention period there is ongoing litigation or an audit involving these records, the Contractor will retain the records until the resolution of such litigation or audit.
- b. Working Paper Retention and Access to Working Papers - All work papers and reports must be maintained at the Contractor's office where work is performed, at Contractor's expense for a minimum of seven (7) years, unless the contractor is notified by the County that the retention period must be extended. If the Contractor goes out of business, all working papers must be turned over to the County for retention.
- c. Records for non-expendable property will be retained for a period of three (3) years after final disposition of the property, if applicable.
- d. In the event of the termination of the relationship with a Contractor, the Governor of the State of California will be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- e. Upon request, Contractor shall make these records available within Ventura County to all authorized County, State (including State Auditor) and federal personnel or representatives.

### **21. Internal Monitoring (fiscal and program review)**

The Contractor is responsible for the internal monitoring of fiscal and program operational goals to ensure contract compliance. All monitoring formats to be used will be submitted to the County, upon request.

## GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

PAGE 9 OF 26

### 22. Inspection of Records/Monitoring/Audits

Authorized federal, State or County representatives shall have the right to monitor, audit, assess, or evaluate Contractor's performance under the contract in accordance with federal and State laws and regulations and local policies, and to inspect any necessary records for such purpose. The Contractor will be responsible for maintaining appropriate records for all services provided under the contract.

- a. Records Inspection: At any time during normal business hours, and as often as County may deem necessary, Contractor shall make available to County, State or federal officials and their representatives for examination, all records pertaining to all matters covered by this contract and shall permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this contract. Upon request, Contractor shall furnish to County, copies of all records, documents, files and forms that are necessary to review the program. Records must be available in Ventura County for review unless other arrangements are agreed to by the parties.
- b. Monitoring: Because program and fiscal monitoring conducted may be limited in scope, it should not be construed as a comprehensive assessment or audit of the Contractor's performance or Contract compliance. Therefore, deficiencies identified in any other subsequent audit, monitoring, or review remain the Contractor's responsibility. The Contractor will respond in a timely manner to identified corrective action needs as a result of County (or other) monitoring. The Contractor will submit to the County all required reports and monitoring corrective action plans on a timely basis, as requested by the County.
- c. Audits (Single Audit applicable to \$750,000 or more in Federal Funds): The Contractor shall conduct or have conducted on an annual basis an audit of their organization in accordance and in compliance with the Single Audit Act, 31 U.S.C. § § 7501 et seq., 2 CFR 200, Subpart F, WIOA Regulations at 20 CFR 667.200(b) or other Regulations as applicable to the fund source, and any State Administrative Regulations or Directive and County Directives, as applicable, incorporated into a company audit of books and financial statements. The appropriate share of costs for such audit may be included in the contract budget and shall adhere to contract requirements, for administration costs. A copy of the completed audit will be submitted to the County within six (6) months of the Contractor's fiscal year-end and will be performed by a qualified independent auditor. If Contractor does not meet the Single Audit threshold of \$750,000, County may require Contractor to submit other forms of audits and/or financial reviews regarding costs and expenses under the contract.

If any administrative findings are identified by the Auditor during the yearly audit, Contractor shall comply with the audit resolution requirements in 2 CFR 200. Subpart F and have all findings resolved within six (6) months after receipt of the audit report.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 10 OF 26

### **23. In-Kind or Cash Match**

If a match requirement is included in the contract, Contractor shall make such cash and/or in-kind match contribution to the program in the amount specified in the contract budget. Contractor shall document the cash and/or in-kind match provided and report the match on the monthly invoices. Documentation supporting the match and its source must be maintained by the Contractor.

### **24. Termination**

The agreement may be terminated in whole or in part for any of the three (3) following circumstances:

- a. Termination for Cause: If, through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under the contract, fails to make sufficient progress toward specified outcomes, or violates any of the covenants, agreements, or stipulations of the contract, the County shall have the right to terminate the contract, by giving written notice to the Contractor of such termination and the effective date thereof.
- b. Termination for Convenience: Either County or Contractor may terminate this contract at any time with or without cause, upon thirty-(30) days' written notice to the other party.
- c. Termination Due to Cessation of Funding: The County may unilaterally terminate the contract at will any time its funding/grants are suspended, reduced, or terminated by the State of California before or during the contract period. All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, Certified Mail-Return Receipt Requested, and will be deemed to have been given at the time of personal delivery or of the date of the postmark by the U. S. Postal Service.

### **25. Closeout Upon Termination**

Upon termination of this contract, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this contract.

- a. All reasonable and necessary costs defined under this contract and incurred up to the point of termination will be reimbursed to Contractor by County.
- b. Any monies owed to County by Contractor may be offset against any compensation due to Contractor for final payment from County, as covered under this contract.
- c. Contractor shall return to County any equipment or supplies purchased in whole or in part with funds provided under this contract and all related parts, unless otherwise specified by County.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 11 OF 26

- d. Within forty-five (45) calendar days following the termination of the contract, the Contractor shall report and submit to the County on forms provided, all final claims and contract closeout forms for earned funds under the contract, unless specified otherwise by County.

### **26. Partial Performance**

In the event less than all services are performed in a proper and timely manner, Contractor shall be paid only the reasonable cost for the services performed for the payment period as determined by County.

### **27. Non-Discrimination/Grievance/Complaint Procedures**

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services:

All Contractors must comply with all Equal Employment Opportunity requirements as delineated with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations and in any applicable federal, State or County Directive.

Section 188 of WIOA prohibits discrimination based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

The Contractor will establish and maintain a grievance procedure for grievances or complaints about its programs and activities from participants, subcontractors, and other interested persons. Hearings on any grievance will be conducted within 30 days of filing a grievance and decisions will be made not later than 60 days after the filing of a grievance.

A copy of the Contractor's procedures will be provided to the County upon request by the County. The Contractor will maintain on file documentation and data tracking verifying compliance with the Equal Opportunity Act.

Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source(s) will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. Contractor agrees to abide by the Immigration Reform and Control Act of 1986, as amended.

### **28. Purchase of Service**

County and Contractor agree to comply with principles established in 45 CFR, Part 74, Cost Principles, and 2 CFR 200, as applicable. No WIOA or other funds paid under the Contract may be used for direct purchase or lease of non-expendable equipment or software, except

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 12 OF 26**

with the prior written approval of the County. Equipment purchased with these funds is the property of the County of Ventura. The County retains the right to have all such property returned upon conclusion of the contract period.

### **29. Supplemental Invoices**

No supplemental invoice shall be accepted by County without prior notification to County of the need and justification for such an invoice and authorization by County to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

### **30. Budgeted Expenses and Payments**

Contractor charges shall be in accordance with the contract detailed line item budget or other agreed upon cost method (*i.e.*, fee for service, fixed rate) as specified in the contract and payments will be made accordingly.

### **31. Working Capital**

Contractor must provide for sufficient working capital to meet the fiscal demands of this Contract.

### **32. Budget Deviations**

Shifts to contract budget line items (staff salaries, facilities, travel, etc.) are allowable if not in excess of 20% or \$5,000, whichever is less, with County approval. If changes are made, Contractor shall notify the Department Program Manager immediately and submit a revised budget (Exhibit B-1) to the Contracts Manager. Any budget shifts in excess of 20% or \$5,000, whichever is less, require pre-approval by the County before the budget shift may be made. Contractor shall submit a written request along with the proposed revised budget to the Contracts Manager for approval. The request shall include, at a minimum, a justification for the requested change and a description of the areas being impacted. Regardless to the shifts to the contract budget line items, the total contract dollar amount cannot be modified.

### **33. Minimum Standards for Salaries and Benefits**

CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

- a. All employees shall receive basic statutory coverage of FICA, Workers Compensation, Unemployment Insurance Benefits and Disability Insurance Benefits.
- b. All wages and benefits shall be no less than the minimum required by applicable State and federal law, and in compliance with the County's Living Wage Ordinance, as applicable.

### **34. Audit Exceptions**

Contractor agrees to indemnify County for State and/or federal audit exceptions, whether resulting from contract non-compliance on the part of Contractor or otherwise, and for claims made against County arising from Contractor performance of this contract.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 13 OF 26

CONTRACTOR is subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Government Code Section 8546.7.

### **35. Conditions Prerequisite to Payments**

Notwithstanding any other provision of the contract, the County may elect not to make payment on this contract if:

- a. Misrepresentation. Contractor, with or without knowledge, makes any misrepresentation of a substantial nature with respect to information furnished to the County.
- b. Litigation. There is pending litigation with respect to the performance by Contractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
- c. Default. Contractor is in default under any provision of the contract.
- d. Unauthorized Actions by Contractor. Contractor shall have taken any action pertaining to this contract which required prior County approval, without having first received said approval.
- e. Fiscal and Non-Fiscal Reporting. Contractor has not submitted the required statements and reports as specified in this contract.

### **36. Reimbursement from Other Sources**

Contractor shall not claim reimbursement from County, or apply sums received from County, with respect to that portion of its obligations, which have been paid by another source of revenue.

### **37. Authority to Bind/Independent Contractor**

By entering into the contract, the Contractor certifies it is qualified and licensed to conduct business in the State of California. The Contractor is an independent contractor and not an employee or agent of the County. Upon request, the Contractor will provide proof that the person(s) executing this contract on behalf Contractor have authority to so execute this contract and to bind Contractor to the performance of its obligations hereunder.

### **38. Standard of Conduct/Conflict of Interest**

The Contractor hereby assures that in administering the contract, it will comply with the standards of conduct hereinafter set out for maintaining the integrity of the contract and avoiding any conflict of interest in its administration.

- a. General Assurance: Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The contract will be administered in an impartial manner, free from improper personal, financial or

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 14 OF 26

political gain.

- b. Nepotism: Under this contract no relative by blood, adoption or marriage of any executive of the Contractor will be eligible for enrollment in services provided by the Contractor. For the purpose of this contract, a relative by blood, adoption, or marriage will include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, stepbrother, stepsister, grandfather, grandmother, granddaughter, or grandson.
- c. Conducting Business Involving Close Personal Friends and Associates: Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

### **39. Technical Assistance**

All requests for technical assistance must be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed or desired solution.

### **40. Corrective Action**

The management, administration and implementation of all the terms and conditions of the contract shall be performed in a manner satisfactory to the County. In the event that the County determines the Contractor's performance to be unsatisfactory, the County may act in its own best interest, including, but not limited to:

- a. Requiring corrective action within specific time frames;
- b. Withholding payment;
- c. Disallowing inappropriate claims, payments, or costs;
- d. De-obligating contract funds;
- e. Terminating or suspending the contract; or,
- f. Debarment from Program Operations for a prescribed period of time.

If the Contractor determines that the program described in the contract is not functioning as intended, the Contractor shall notify the County immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of payment terms or extension of contract period through modification of the contract.

### **41. Penalties**

If the Contractor fails to comply with the contract, the County may withhold all or any portion of amounts otherwise payable under the contract. The Contractor agrees that performance satisfactory to the County is essential to the life of the contract. Performance that does not meet programmatic and financial requirements in the contract, will constitute non-compliance with the terms of the contract. In this event, the County may require the Contractor to present a Program Improvement Plan, including the date(s) by which

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 15 OF 26

improved results may be expected, or to present just cause for modification of the contract.

The Contractor has ten (10) working days from receipt of notification in which to respond with a written Program Improvement Plan acceptable to the County, deficiencies correction, or with just cause for Contract Modification. If the Contractor does not respond within the appointed time, or does not present an acceptable written response, the County may immediately modify, suspend, or terminate the Contract.

### **42. Staff Representatives**

The staff representative for the County is the **Contracts Manager** and may be reached at 855 Partridge Drive, Ventura, California 93003, (805) 477-5442. The staff representative for the Contractor shall be Contractor's Executive Director or CEO unless otherwise specified.

### **43. Copyrights (applicable only if funds provided are used to develop a copyright or if purchasing ownership of a copyright)**

The application of this clause is limited to those awards, which involve the use or development of copyrighted materials. Contractor shall comply with copyright regulations cited in the Code of Federal Regulations (Title 29 -- LABOR, Part 97 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C - Post-Award Requirements -- Section 97.34 --Copyrights) as follows:

The Federal awarding agency, State of California, and County reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes:

- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

### **44. Signatures**

The agreement is of no force and effect until signed by the authorized representatives of the Contractor and County.

### **45. Remedies**

Noncompliance or failure to perform may result in a demand for corrective action, disallowance of costs, suspension or termination of contract, set-off of damages from monies due under this or other contracts with Contractor, whether related or unrelated, or such other lawful remedies as the County may determine are appropriate; and may include debarment for a year or more.

### **46. Employment of Convicted Individuals**

The Contractor certifies that none of its officers, agents, employees, servants, subcontractors or contract signatories associated with funds available under the Contract

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 16 OF 26**

have been convicted of fraud, theft, misappropriation of funds, embezzlement, or related/similar crimes and torts including, but not limited to, crimes and torts of moral turpitude in the last five (5) years.

#### **47. Drug-Free Workplace Certification**

Contractor shall comply with 20 CFR Section 667.200(d) which states, in part, that contracts must have language requiring compliance with government-wide requirements for a Drug-Free workplace. By signing this agreement Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness program as required to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and,
  - 4) Penalties that may be imposed upon employees for drug abuse violations
- c. Every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's drug-free policy statement; and,
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

#### **48. Debarment and Suspension Certification**

Contractor shall comply with 20 CFR Section 667.200(d) which states, in part, that contracts must have language requiring compliance with government-wide requirements for Debarment and Suspension. By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from, covered transactions by any Federal department or agency;
- b. Have not, within the three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 17 OF 26

statements, or receiving stolen property;

- c. Are not presently indicted for, or otherwise criminally or civilly charged by, a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- d. Have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

When the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this agreement.

### **49. Modification Provision**

Any change in the contract or its attachments shall require written approval by both parties before becoming effective.

Notwithstanding the first paragraph, the County may unilaterally modify the contract whenever such action may be required to accommodate:

- a. Any change in any applicable local, state, or federal laws, regulations, rules, policies, or grant terms providing funding under the contract;
- b. Modifications to the contract must be in writing. Contract modifications will not be retroactive unless mutually agreed.

### **50. Fiscal Control**

The Contractor will establish such fiscal controls and accounting procedures as required by applicable State and Federal regulations, County requirements or any amendments thereto, or as may be deemed necessary by the Governor of the State of California to assure the proper disbursement of, and accounting for, Federal funds paid to the Contractor under the contract. The Contractor will comply with applicable Office of Management and Budget (regulations, 2 CFR 200, and code of Federal Regulations as amended.)

### **51. Submittal and Payment of Claims and Source Documents**

Payments shall be made within thirty (30) days of legitimate, accurate and timely fiscal claims and invoices. Original source documents (billing claims/invoices, along with any required back-up) are due within ten (10) calendar days of their effective dates, unless otherwise specified by County. Failure to comply with this requirement may result in a demand for corrective action or other appropriate remedy. Payments will not be construed as a waiver of the County's right to challenge the level of the Contractor's performance or the allowability of such claims under the Contract, and to seek appropriate legal remedies.

### **52. Program Income**

Program income is defined as income received by the Contractor that is directly generated by a grant or sub-grant supported activity, or earned only as a result of the grant or sub-grant.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 18 OF 26**

- a. Program income includes:
  - i. Interest income earned on advances of sub-grant funds; for example, interest earned on an advance to a Contractor;
  - ii. Income from fees for services performed and from conferences; for example, excess revenue earned on a training conference or fees charged for utilization of systems developed using WIOA or other funds;
  - iii. Income from the use or rental of real or personal property acquired with grant or sub-grant funds; for example, income earned from the subleasing of a facility for use by a social service group;
  - iv. Income from the sale of commodities or items fabricated under a grant or sub-grant; for example, income from any product developed by a Contractor or participant with WIOA or other funds; and,
  - v. Revenues earned by a governmental or private non-profit Service Provider under a fixed price or reimbursable award that are in excess of the actual costs incurred in providing the services; for example, a Contractor who earns more than the cost of running the program.
- b. Program income does not include:
  - i. Rebates, credits, discounts, refunds, etc., or interest earned on any of them;
  - ii. Taxes, special assessments, levies, fines, and other such governmental revenues raised by a recipient or sub-recipient; or,
  - iii. Income from royalties and license fees for copyrighted material patents, patent applications, trademarks, and inventions developed by a recipient or sub-recipient, unless developed using funds awarded under WIOA or other funds as identified by County.

Program income shall only be spent on allowable program activities during the term of the contract, and limited for use to the WIOA title under which it was earned. All unexpended program income shall be returned to the County within fifteen (15) days after the end of the contract period. All program income and expenditures must be reported to the County. In the event that program income is not reported and/or spent prior to the Contract closeout, the County shall withhold final payment(s) until revenues are identified and/or returned.

### **53. False Claims**

Any person who:

- a. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c. conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
- d. has possessions, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 19 OF 26**

or delivers the receipt without completely knowing that the information on the receipt is true;

- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- g. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus three (3) times the amount of damages which the Government sustains because of the act of that person.

#### **54. Protection of Personally Identifiable Information (PII)**

Contractor shall comply with Training and Employment Guidance Letter No. 39-11 dated June 28, 2012 which states, in part, that Contractors are required to protect PII when transmitting information, but are also required to protect PII and sensitive information when collecting, storing and/or disposing of information as well. Contractors shall ensure that any PII used during the performance of the contract has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information. A Contractor's failure to comply with PII requirements identified in the Training and Employment Guidance Letter No. 39-11, or any improper use or disclosure of PII for an unauthorized purpose, may result in the termination or suspension of the contract, or the imposition of special conditions or restrictions, or such other actions as may deem necessary to protect the privacy of participants or the integrity of data.

#### **55. Domestic Preference for Procurements**

Per 2 CFR section 200.322, if this contract involves a "Federal award" as defined in 2 CFR section 200.1, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in alignment with the Buy American presidential executive orders (E.O. 13788 and E.O. 13858).

## **B. WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) PROGRAMS**

Note: In addition to the above provisions, all Contractors receiving Workforce Innovation & Opportunity Act (WIOA) funds are required to comply with the following additional provisions:

### **1. Compliance**

In its performance under the contract, the Contractor will comply with the requirements of:

- a. The Workforce Innovation & Opportunity Act (WIOA, Public Law 105-220), all Federal regulations and Governors' policies and procedures issued pursuant to

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 20 OF 26

the Act, and any new legislation, regulation, policy and procedures which may replace or amend the Act.

- b. The terms and conditions of the Contract between the State and County for WIOA funds for the applicable Fiscal Year in which WIOA funds are provided by County to Contractor, and all applicable Federal, State, County and Workforce Innovation & Opportunity Act Regulations, County Contract Directives and Policies.
- c. The Contractor represents and warrants that it is familiar with all laws, regulations, rules and County policies and procedures affecting its requirements under the Contract. The Contractor will obtain all necessary permits and licenses for its performance of the Contract. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the contract.

### **2. Charging of Costs**

The Contractor will comply with Federal Regulations 29 CFR 97, as they may be amended from time to time, as they relate to charging direct and indirect costs.

### **3. Allowable Costs**

A cost must meet the following criteria in order to be an allowable WIOA charge:

- a. Be necessary and reasonable for the performance of the contract.
- b. Be allocable to the contract.
- c. Conform to any limitations or exclusions set forth in the contract.
- d. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-federal entity.
- e. Be accorded consistent treatment.
- f. Be determined in accordance with generally accepted accounting principles.
- g. Not to be used to meet cost sharing or matching requirements of any other federally-financed program (without prior approval from the County).
- h. Be adequately documented.

### **4. Maintenance of Effort/Union Concurrence**

No currently employed worker will be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.) No program will impair existing Contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement, will be undertaken without the written concurrence of the labor organization and employer concerned.

No participant will be employed or job opening filled: (1) When any other individual is on layoff from the same or any substantially equivalent job; or (2) When the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act. No jobs will be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals. (WIOA

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 21 OF 26

Reg. 667.270)

### **5. Prevailing Wage**

Individuals employed in activities under Title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law. (WIOA Reg. 667.272)

### **6. Minimum Wage**

Individuals employed in activities authorized under the Act will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the County Demand Occupation List. (WIOA Reg. 667.272)

### **7. Benefits and Working Conditions**

All trainees employed in subsidized jobs in a training capacity (*i.e.*, On the Job Training) will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Reg. 667.272). This provision does not apply to participants enrolled in unpaid work experience. Unpaid work experience will be as specified in the participant's work experience agreement and any applicable Federal, State and local requirements.

### **8. Additional Nondiscrimination and Equal Opportunity Provisions**

In accordance with 29 CFR 37 and 29 CFR 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

The Contractor also assures that it will comply with WIOA's implementing regulations when they are promulgated and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 22 OF 26**

admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. Contractor agrees to abide by the Immigration Reform and Control Act of 1986, as amended. Additionally, priority for services should be given to veterans and their eligible spouses, as outlined in EDD Directive [WSD19-04](#) Priority of Service for Veterans and Eligible Spouses.

### **9. Conflict of Provisions**

- a. In the event there is a conflict between the provisions of these conditions and the provisions of the County's Workforce Innovation & Opportunity Act (WIOA) Strategic five-year Local Plan, contract template, or scope of work including attachments thereto and the documents incorporated therein as presently worded or as amended in the future, the parties hereto agree that the provisions of the Contract will prevail pending a Contract modification to comply with the WIOA Local Plan.
- b. Variances - by negotiating to fund a proposal, the County does not necessarily accept any variances contained in the proposal. All variances submitted are subject to review and approval by the County. If any proposal contains material variances that, in the County's sole opinion, make that proposal conditional in nature, the County reserves the right to reject the proposal or part of the proposal that is declared, by the County as conditional.

### **10. Definitions**

For the purpose of the Contract, the definitions enumerated in the Act as amended, and the glossary of WIOA terms as amended, published by the State of California, will govern. Where references to these definitions is not possible, the definition or meaning of a word, phrase, section, clause, part, condition, or other requirement will be determined by the common meaning or business usage.

### **11. Tracking Costs by WIOA Cost Category**

In order to determine reasonableness of contract costs and to comply with Federal legislation, the Contractor shall:

- a. Develop and submit to the County a Cost Allocation Plan, which identifies all costs shared among each separate funding source, WIOA, or non-WIOA.
- b. Account for Contract expenditures by WIOA Cost Categories.
- c. Maintain its accounting records and make such available to Federal, State and County auditors and/or monitors.
- d. Document and indicate in Budget and invoices submitted to the County, any in-kind costs contributed to the contract. In-kind costs shall be applied to the appropriate WIOA Cost Category.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 23 OF 26

### **12. Financial Aid**

Educational assistance, grants and loans to WIOA participants for the purpose of supplementing training costs must reduce the costs chargeable to the Contract. The Contractor shall evaluate Supportive Services or Needs Based Payments, if any, received by the participant from WIOA funds to ensure that duplicate payments are not made to the participant from WIOA and Pell Grants or other sources of financial aid. (WIOA Reg. 663.320)

### **13. Reporting Fraud and Abuse**

All sub-recipients that receive WIOA funds shall promptly report within 48 hours to County of Ventura, Human Services Agency, Workforce Development Board all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive(s).

### **14. California Labor Code, Fair Labor Standard Acts as Amended**

Appropriate standards for health and safety in work and training situations will be maintained, and facilities and equipment will be adequate for the achievement of learning, as follows:

- a. Health and safety standards established under State and Federal Law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of participants. With respect to any participant in a program conducted under the Act who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants. Contractor hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg. 667.274)
- b. Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, Contractor will ensure that participants are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work in accordance with reasonable safety practices.

### **15. Training Conditions**

Conditions of employment and training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.

Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. The program will, to the maximum extent feasible, contribute to the occupational development and/or upward mobility of individual participants.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 24 OF 26**

#### **16.Recovery of WIOA Tuition and Training Refunds**

All sub-recipients that receive WIOA funds shall obtain the designated training provider's policy regarding refunds of tuitions. In accordance with local directives, sub-recipients shall monitor participant's enrollment and attendance in training programs and will be responsible to pursue recovery of unused WIOA training monies and/or tuition refunds for any participant who does not complete a training program.

#### **17.Property Management**

##### **a. Insurance**

All property and equipment purchased, received, or utilized by the Contractor for the purpose of performing the Contract shall be insured against fire, theft, and destruction, equal to the full replacement cost.

##### **b. Purchase and Maintenance of Equipment**

The Contractor shall ensure and document open competition and shall procure, in accordance with all WIOA and Federal regulations when purchasing at a cost of \$1,000 per unit or more, any property described in the Project Budget. If the low bid or quotation is not accepted by the Contractor, the County's approval of the expenditure shall be required. The Contractor shall have and use a procurement policy that complies with all pertinent WIOA and Federal regulations.

Unless otherwise specified, ownership of all non-expendable real property and equipment purchased with WIOA funds belongs to the U. S. Department of Labor through the State of California. The County may take possession of all such equipment and property at any time it determines necessary.

The Contractor shall maintain an up-to-date inventory of all WIOA property in its custody with an individual purchase price of \$500 or more, and shall implement adequate maintenance procedures to keep such property in good condition.

Further, Contractor shall conduct an annual inventory of equipment and property at any time during and upon termination of the Contract. A copy of the inventory shall be sent to the County as part of the closeout report documents.

Records for non-expendable real property shall be retained for a period of three (3) years from the date of final disposition of the property. These records shall be retained beyond the three (3) years if any litigation or audit is begun or if a claim is instituted involving the Contract. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

#### **18.Theft and Embezzlement**

- a. Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under Title I of the Workforce Innovation and Opportunity Act knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

PAGE 25 OF 26

financial assistance agreement or Contract pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both (18 USC Section 665(a)).

- b. Whoever, by threat or procuring dismissal of any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under Title I of the Workforce Innovation and Opportunity Act induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both (18 USC Section 655.b).
- c. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Workforce Innovation and Opportunity Act, or the regulation thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c).

### **19. Duplicate Funding**

The Contractor shall submit to the County copies of all requests for Federal, State or local grants that may materially affect the quality or cost of the services provided under the Contract, prior to submitting the request to the funding source. The Contractor shall also inform the County of the receipt of any such grant, in which event the County shall have the right to renegotiate the price or deliverable performance of the Contract. Contractor costs or earnings claimed under one contract or grant may not also be claimed under any other contract or grant.

### **20. Relocation Act**

Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. (42 U.S.C. sections 4601 et seq.)

### **21. Selective Service Act**

The County, unless stated otherwise in the Contract, will ensure that each participant under the Contract has not violated, or is not in violation of Section 3 of the Military Selective Act (50 U.S.C. Appen. § 453), as amended, by not presenting and submitting to registration as required pursuant to such section.

### **22. Employment Generating Activities Prohibition**

- a. No funds available under the Act shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or similar activities.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 26 OF 26**

- b. No funds available under the Act shall be used for foreign travel for employment generating activities, economic development activities, or similar activities. (WIOA Reg. 667.264(b))

### **23. Duplication of Facilities or Services**

Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless the Workforce Innovation & Opportunity Act Strategic Five-Year Local Plan establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.

### **24. Rights**

Contractor shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that contracts must contain languages pertaining to any patent rights that might be discovered under the contract. With respect to inventions made by Contractor in the performance of this contract, which did not result from research and development specifically included in the contract's scope of work, Contractor hereby grants to County and state a license as described in paragraphs 1 and 2 below of this section for devices or material incorporating, or made through the use of such inventions. If such inventions result from research work specifically included within the contract's scope of work, then Contractor agrees to assign to County and state, without additional compensation, all its right, title and interest in and to such inventions and to assist County and state in securing United States and foreign patent with respect thereto.

#### Retained Rights/License Rights

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and state and which result directly or indirectly from this contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. Contractor hereby grants to County and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this contract, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County and state or third party, or result in a breach or default of any provisions required by County or state including the Intellectual Property Provisions specified in the WIOA subgrant agreement for the applicable program year incorporated herein by this reference as though set forth in full, or result in a breach of any provisions of law relating to confidentiality.