

# ORGANIZATIONAL PROVIDER AGREEMENT

## COUNTY OF VENTURA

and

## ASPIRANET

FY 2020-21

### COLLABORATIVE EDUCATION SERVICES (COEDS) MEDI-CAL SPECIALTY MENTAL HEALTH CARE

This Agreement ("Agreement") is made and entered into as of this 1<sup>st</sup> day of July 2020, by and between the County of Ventura, acting through its Behavioral Health Department (VCBH), a primary service provider, hereinafter referred to as "COUNTY," and Aspiranet, a non-profit corporation, hereinafter referred to as "CONTRACTOR." This contract replaces the contract between COUNTY and CONTRACTOR for services rendered from July 1, 2020, through October 31, 2020, and the terms of this contract will control all obligations of the parties for any services rendered between July 1, 2020, through June 30, 2021.

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

1. **TERM.** This Agreement term shall begin July 1, 2020 and continue through June 30, 2021, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2020-21. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties up to two (2) times, each for a period of no more than one (1) year.
2. **NOTICE.** 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

Sevet Johnson, PsyD, Director  
Ventura County Behavioral Health  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

#### TO CONTRACTOR

Martie Miles, District Director  
Aspiranet  
400 Oyster Point Blvd., Suite 501  
South San Francisco, CA 94080

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.

3. **DIRECTOR.** As used in this Agreement, "DIRECTOR" shall mean the Director of VCBH or his or her designee.

4. **LAWS AND REGULATIONS.** 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. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations which may include, but are not necessarily limited to, the applicable provisions of the California Welfare and Institutions Code; California Health and Safety Code; California Business and Professions Code; California Code of Regulations, titles 9 and 22; Code of Federal Regulations, title 42; Medi-Cal/Medicaid and Medicare laws, requirements, and regulations, including applicable subregulatory guidance and contract provisions; and any other Federal, State, and COUNTY policies and procedures, rules, ordinances, directives, manuals, policy letters, and guidelines, including the California State Department of Health Care Services Cost Reporting Data Collection Manual, Health Care Finance Administration requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.
5. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide services in the type and manner described in Exhibit "A."
6. **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. CONTRACTOR will not be entitled to any benefits payable to employees of the 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.
  - B. 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.
  - C. 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.
7. **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. part 438.58, and the prohibitions described in Social Security Act section 1902(a)(4)(C).

**8. 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 agreement 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 agreements 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. CONTRACTOR will include the provisions of sections 6(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, Director 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.

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

- A. 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. CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services.
- B. 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.

- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- D. 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 beneficiary.
- E. CONTRACTOR's nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- F. 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.).
- G. 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 beneficiary any covered service or availability of a facility;
  - 2. providing to an eligible beneficiary 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 beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
  - 4. restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
  - 5. treating an eligible beneficiary 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 beneficiary; 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.

- H. 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 5 days of receipt of any such complaint.
  - I. 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 5 days of receipt of any such complaint.
  - J. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients and volunteers.
10. **TIME, DISTANCE, AND TIMELY ACCESS STANDARDS (NETWORK ADEQUACY).** CONTRACTOR will comply with Federal, State, and COUNTY standards for time, distance, and timely access to care and services for clients. In providing services, CONTRACTOR will consider the urgency of the need for services and meet all timely access standards and contractual requirements. CONTRACTOR will be required to submit all network provider data and information needed for COUNTY to complete and submit the State Department of Health Care Services (DHCS)-required Network Adequacy Certification Tool (NACT) to DHCS on July 1, October 1, January 1, and April 1 of each year. COUNTY will request all NACT data information on a quarterly basis prior to the DHCS due date and CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS quarterly deadlines. Should DHCS require additional submittals, CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS imposed deadline.
11. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and/or work covered by this Agreement will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, 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, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
    - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & 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 & 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) Workers' 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) 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) County of Ventura and Ventura County Behavioral Health Department are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement for General Liability Insurance.
  - E) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.
  - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given 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. Additional Insured endorsement for General Liability Insurance.
    3. Waiver of Subrogation endorsement (a.k.a.: "Waiver of Transfer Rights of Recovery Against Others," and "Waiver of Our Right to Recover from Others" for Workers' Compensation).

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

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.

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.

#### CLAIMS MADE INSURANCE.

If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of Agreement 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 beneficiary. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement. 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. **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.
15. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
16. **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.
17. **TIME.** Time is of the essence of this Agreement.
18. **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 designated representative of each party 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) business 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.

19. **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 of the Business Associate Agreement, Exhibit C, Section V. (b);
  - 7) 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, local laws, 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 agrees to cooperate with COUNTY by providing within 5 business days after receipt of termination letter, a listing of beneficiary names and contact information and any referrals made. CONTRACTOR also agrees to provide copies of any correspondence sent to beneficiaries during the 30 day notice period. COUNTY will make a good faith effort within 15 days after issuance of the termination notice, to provide written notification to each beneficiary who received his or her mental health services from the terminated provider, 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 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 of 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.

20. **CREDENTIALING AND RE-CREDENTIALING.** CONTRACTOR will comply with the credentialing and re-credentialing requirements specified in the DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice No. 18-019 for service providers (employees and contractors) that deliver Medi-Cal covered services. Signed attestations, as required by MHSUDS Information Notice No. 18-019, 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.

21. **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 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.

## 22. **OPERATION AND ADMINISTRATION.**

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation 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 DIRECTOR 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 DIRECTOR. The DIRECTOR is authorized to take such actions in administering the Agreement on behalf of COUNTY as may be necessary or appropriate, including by the way of example, but without limitation, agreeing to extension 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.

- 23. **ADMISSION POLICIES.** CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. Prior authorization by COUNTY shall be required for all services provided under this Agreement. 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.

24. **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. Client information materials ("Ventura County Mental Health Plan Beneficiary 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 Beneficiary Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."
25. **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 Management Information System records.
26. **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 DIRECTOR, or his or her authorized designee.
  - B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTOR 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 DIRECTOR 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 beneficiary.

- 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 developed and 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.

27. **QUALITY ASSURANCE.** CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Health Care Services letters and memorandums, VCBH Health 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 Quality Management Services for review.

28. **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.

29. **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 \$197,300 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.
30. **RECORDS.** CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, reports, financial records, documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services. Such documentation shall be in sufficient detail to permit an evaluation and audit of such services, and to support CONTRACTOR's claim(s) for reimbursement. All such records shall be made available for inspection and/or audit by authorized representatives of COUNTY, State, and/or appropriate Federal agencies as applicable:
- 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 the State Department of Mental Health Cost Reporting/Data Collection Manual, Short-Doyle/Medi-Cal requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.
  - 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 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 minor, all patient/client records and psychologist records shall be retained either for

one (1) year past the patient's eighteenth (18<sup>th</sup>) birthday, 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.

31. **PAYMENT.** CONTRACTOR shall be paid in accordance with Exhibit "B."

32. **REPORTS** (including cost report preliminary settlement).

- A CONTRACTOR shall provide reports as required by the DIRECTOR or by the State regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud, (3) information about changes in a beneficiary's eligibility, including residence or death, and (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program. 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'S Management Information System, as required by DIRECTOR. 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 In addition, CONTRACTOR must submit to COUNTY no later than February 1, of each fiscal year, a Fiscal Year-End Projection Report showing budget to actual data for the period July 1 through December 31 of the current Fiscal Year and also showing estimates for the remainder of the current fiscal year January 1 through June 30. The Fiscal Year-End Projection must include the Semi Annual Provider Claiming Certification and following supporting documents:
- Salaries and benefits details for each program, indicating the employee name, title, hours worked, salaries, and total benefits
  - All allocation worksheets used to allocate costs to or between programs including a statement of the methodologies used for the allocations
  - Total Units of Service by Service Function Code
  - General Ledger summary report for each program
  - Narrative explaining any requested changes
- D For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide VCBH with an accurate and complete annual cost report, within seventy-five (75) days following either the end of such Fiscal Year or the expiration or termination date of this Agreement, whichever occurs earlier. CONTRACTOR will submit the cost report certified by CONTRACTOR in accordance with all applicable Federal, State, or COUNTY requirements, including, but not limited to those contained in the State Department of Mental Health Cost Reporting Manual. CONTRACTOR acknowledges that COUNTY will rely on the information furnished in CONTRACTOR'S certified cost report in submitting COUNTY'S Short Doyle/Medi-Cal Cost Report to the State (for reimbursement of Federal Financial Participation).

- E. CONTRACTOR'S Cost Report shall be the basis upon which a preliminary settlement will be made between the parties to this Agreement. It is mutually understood and agreed that cost report filings are prepared at the legal entity level. Settlement between COUNTY and CONTRACTOR shall, therefore, also be at the legal entity level, encompassing all contracts for services between COUNTY and CONTRACTOR, subject to the lower of actual cost or the maximum agreement amount for each program less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance-Utilization Review Division, as detailed in Exhibit F. In the event that this Agreement is terminated prior to its expiration date by CONTRACTOR or COUNTY pursuant to Section 19, of this Agreement, the preliminary settlement will be based upon services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement as determined by COUNTY. For each Fiscal Year or portion thereof that this Agreement is in effect, COUNTY shall execute an accurate and complete preliminary settlement, within ninety (90) days following the date that COUNTY cost report is filed with the State.
- F. In the event CONTRACTOR fails to complete the Cost Report when due, COUNTY may, at its option, withhold any monetary settlements due to CONTRACTOR until the cost report is complete.
- G. COUNTY may make an exception to the Cost Report due date requirement set forth in Section 31-D. by providing CONTRACTOR a written notice of the extension of the due date.
- H. If CONTRACTOR does not submit the required Cost Report when due and no annual certified costs have been reported, COUNTY may, at its option, request full payment of all funds paid CONTRACTOR under this Agreement. CONTRACTOR shall reimburse the full amount of all payments made by COUNTY to CONTRACTOR within a period of time to be determined by the DIRECTOR.
- I. Invoices for reimbursement will not be accepted by COUNTY after the Cost Report is submitted.
- J. 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.
- K. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR'S actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
- L. CONTRACTOR shall prepare and submit an accurate and complete detailed financial statement. The detailed financial statement shall be submitted to the COUNTY on a quarterly basis on or before the 20<sup>th</sup> of the month following the end of each quarter.
- M. Any reimbursement due to COUNTY or CONTRACTOR, as appropriate, resulting from year-end settlement as specified herein, for COUNTY shall be made in accordance with the payment options referenced in Section 32-D of this Agreement, and for CONTRACTOR through an agreed upon payment method.

33. **FINAL SETTLEMENT; 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, 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 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, beneficiary 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 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 beneficiary 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 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, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

- C. CONTRACTOR'S performance and reported delivery of service will be subject to audit, verification, monitoring and program review. COUNTY may, in its sole discretion, perform periodic fiscal 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 that CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR as a result of any audit or review disallowance under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance, 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 DHCS Information Notice No. 19-034, 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 2 (NOTICES) of page 1 of this Agreement. The overpayment must be returned to COUNTY within 60 calendar days after the date on which the overpayment was identified.

34. **SINGLE AUDIT ACT CLAUSE.** If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a CFDA number- see CFDA.gov) in a fiscal year, CONTRACTOR agrees to obtain a Single Audit report from an Independent CPA in conformity with the provisions of the Single Audit Act of 1984, as amended in 1996 and the United State Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). 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 VCBH Contracts Administration, VCBH Fiscal and Auditor Controller's departments for within 180 days of the Fiscal year end. Any extension for the due date should be approved in writing by the Contracts Administration Department. 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.
35. **EQUIPMENT OWNERSHIP.** COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any agreement amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. 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 60 days of each new fiscal year.

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 expense and according to COUNTY 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.

36. **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. CONTRACTOR'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. 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 contracts 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.

37. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates 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 90 days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within 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.
38. **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.
39. **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 or any other rights or remedy available by law or authorized by this Agreement.
40. **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.
41. **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 CONTRACTOR will be borne entirely by CONTRACTOR.
42. **FACILITIES.**
- A. If CONTRACTOR proposes to add additional locations or to relocate their existing program, 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 DIRECTOR to be valid. This approval is 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 DIRECTOR 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 "J."

**43. ACCESS AND USE OF COUNTY TECHNOLOGY.**

CONTRACTOR will be required to use the VCBH management information system to complete billing, and collection and submission of client data as defined by VCBH. CONTRACTOR will access the site remotely and is responsible for its own onsite system access and licensing costs. VCBH will directly pay the software licensing fee and will charge CONTRACTOR the actual cost of the license for inclusion in CONTRACTOR'S year end cost report. Licenses are required for each individual accessing the system. Sharing of the license or passwords is a violation of the Health Information Portability and Accountability Act (HIPAA). VCBH 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.

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of CONTRACTOR who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) COUNTY information technology in the course of his, or her, work for COUNTY is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by COUNTY.

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 2 weeks prior to the meeting.

**44. COMMUNICATIONS.**

**A. Regulatory Agency Inspections and Visits**

CONTRACTOR will notify its program liaison within 48 hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of its program and/or facility and describe the nature of the inspection. A copy of any written findings will be sent to VCBH within 72 hours of receipt.

**B. Unscheduled Regulatory Agency Inspections and Visits**

CONTRACTOR will notify its program liaison within 48 hours of an unscheduled inspection by a regulatory agency and describe the nature of the inspection. A copy of any written findings will be sent to VCBH within 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 VCBH within 72 hours of receipt.

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

46. **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 Medical Center (VCMC) and certain of its contractors.
- B. CONTRACTOR agrees that VCMC's Code of Conduct will be provided to all of CONTRACTOR'S employees 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 obtain and retain, and make available upon reasonable request, to COUNTY and to the Office of Inspector General of the US. Department of Health and Human Services, certifications that each Covered Individual has received, read and understands the Code of Conduct and agrees to abide by the requirements of VCMC'S Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "D" (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 contract, (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.

#### 47. **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. CONTRACTOR is required to submit updated disclosures to COUNTY before entering into or renewing this Agreement, within 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 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 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 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 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 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.

48. **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.

49. **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 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 comply with COUNTY training, policies, and procedures on advance directives, Cultural and Linguistic Competency, False Claims Act, Rights of Whistleblowers, and other service delivery related topics. CONTRACTOR agrees to provide services in accordance with all applicable training, policies, and procedures.

CONTRACTOR shall provide COUNTY with a list of the: (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.

50. **CRIMINAL BACKGROUND AND FINGERPRINTING CHECKS.** 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 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 10 years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

51. **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.

52. **NATIONAL PLAN AND PROVIDER ENUMERATION SYSTEM (NPES).** 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 NPES 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.

53. **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.

54. **BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR agrees to execute and abide by the Business Associate Agreement attached as Exhibit "C."

55. **QUALITY MANAGEMENT PROGRAM.** CONTRACTOR will comply with the requirements as specified in Exhibit "E."

56. **INVOICING.** CONTRACTOR will sign and submit the Invoice Authorization and Summary Form contained within Exhibit "F" with the monthly invoice.

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

58. **DEBARMENT AND SUSPENSION CERTIFICATION.** CONTRACTOR will comply with the requirements as specified in Exhibit "H."
59. **LOBBYING CERTIFICATION AND DISCLOSURE.** CONTRACTOR will comply with the requirements as specified in Exhibit "I."
60. **GOOD NEIGHBOR POLICY.** CONTRACTOR will comply with the requirements as specified in Exhibit "J."
61. **SMOKE FREE WORK PLACE CERTIFICATION.** CONTRACTOR will comply with the requirements as specified in Exhibit "K."
62. **ELECTRONIC SIGNATURE CERTIFICATION.** CONTRACTOR will comply with the requirements specified in Exhibit "L."
63. **COUNTY VEHICLE OPERATION AND MAINTENANCE POLICY.** If applicable, CONTRACTOR will comply with the COUNTY vehicle operation and maintenance policy, included by reference.
64. **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", 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: Business Associate Agreement

Exhibit D: Code of Conduct

Exhibit E: Quality Management Program

Exhibit F: Contractor's Invoice Procedure

Exhibit G: Certification of Claims

Exhibit H: Debarment and Suspension Certification

Exhibit I: Lobbying Restrictions and Disclosure Certification

Exhibit J: Good Neighbor Policy

Exhibit K: Smoke Free Work Place Certification

Exhibit L: Electronic Signature Certification

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.

**CONTRACTOR  
ASPIRANET**

**COUNTY OF VENTURA**

BY

  
(authorized signature)

Vernon Brown, CEO  
(print name and title)

11/11/20  
Date

94-2442955  
Federal Tax Identification #

BY

  
(authorized signature)

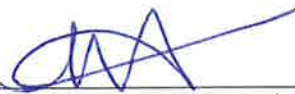
Sevet Johnson, PsyD  
Behavioral Health Director

(print name and title)

November 17, 2020  
Date

**CONTRACTOR  
ASPIRANET**

BY

  
(authorized signature)

Melek Totah, CFO  
(print name and title)

11/10/20  
Date

**EXHIBIT "A"**  
**PROGRAM DESCRIPTION**  
**ASPIRANET**

**Program Title: COLLABORATIVE EDUCATIONAL SERVICES (COEDS)**

In-Home Educationally Related Social Emotional Services Program

COEDS is a program that provides Educationally Related Social Emotional Services (ERSES) to special education students as determined by their Individualized Education Plan (IEP) team and who have needs that interfere with their ability to access their special education program. These behaviors require one-to-one assistance and may put the student at risk of requiring residential treatment services. COEDS is intended to supplement ERSES provided at school by addressing home behavior(s), symptoms and/or family challenges that are jeopardizing the student's access to his or her special education program.

CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and individual client treatment plans. It is understood between COUNTY and CONTRACTOR that VCBH 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 minors and young adults under the age of 21 who are EPSDT (Early and Periodic Screening, Diagnostic and Treatment) Medi-Cal beneficiaries. To be eligible for specialty mental health services, the beneficiary must meet the criteria for "medical necessity" as set out in Title 9, Sections 1830.205 and 1830.210. Specialty mental health services may include: assessment; individual, group and family therapy; collateral services; rehabilitation; crisis intervention; medication management and case management. CONTRACTOR will be responsible for checking Medi-Cal eligibility of clients on a monthly/regular basis.

- A. CONTRACTOR shall only receive client referrals from the Ventura County Special Education Local Plan Area (SELPA). All referrals must be for Medi-Cal recipients only.
- B. CONTRACTOR shall recruit and maintain adequate ratio of licensed to unlicensed registered or waived clinical staff in order to provide clinical services to severely emotionally disturbed youth and their families and follow the supervision requirements of the Board of Behavioral Sciences.
- C. CONTRACTOR shall participate in VCBH Quality Improvement Program as requested by COUNTY and develop its own Quality Improvement Program that includes monitoring client satisfaction, utilization of services and quality of services.
- D. CONTRACTOR shall complete mandatory performance measures, for EPSDT Medi-Cal mental health services as directed by COUNTY. CONTRACTOR shall provide results of COEDS satisfaction surveys and outcome reports as directed by COUNTY.
- E. CONTRACTOR shall have in place written procedures for notifying COUNTY of any unusual occurrence or adverse events. Such notification should be faxed to COUNTY (VCBH Quality Management) within 24 hours of incident.
- F. CONTRACTOR shall have in place written procedures for notifying clients 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 24/7 hour Crisis Service and calling public emergency 911 systems.
- G. 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.

- H. CONTRACTOR shall submit total number of units provided to clients referred through this Agreement by service code (i.e., collateral, individual, etc.) and submit to COUNTY on a monthly basis along with its own Invoice Form.
- I. CONTRACTOR shall screen all self-pay individuals enrolled in CONTRACTOR'S program to determine insurance needs and assist each individual in applying for Medi-Cal or direct the individual not eligible for Medi-Cal to the Covered California website during the open enrollment period. Documented efforts will be sent to COUNTY on a quarterly basis, using a mutually agreed upon reporting process.
- J. COUNTY and CONTRACTOR agree to meet regarding this Agreement on an ongoing basis to discuss any concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements.
- K. CONTRACTOR shall attempt to recruit and maintain an adequate number of Spanish-speaking bilingual staff (a minimum goal of 30%) so as to be able to provide services in client and families' primary language.
- L. CONTRACTOR will develop compliance training based on VCBH documentation and billing standards and train all new clinical employees at time of hire and all staff annually. Training must be approved in writing by COUNTY.
- M. 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 unitization and outcomes, documentation and reporting requirements, costs and revenue production.
- N. CONTRACTOR shall provide services to clients according to individual client treatment plans which will be established by COUNTY.

**EXHIBIT "B"**  
**PAYMENT TERMS**

- A. In consideration of the services specified in EXHIBIT "A" PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, for approved Short-Doyle/Medi-Cal (SD/MC) units of service provided hereunder to Ventura County Medi-Cal clients at the agreed upon provisional rates below, not to exceed the current Ventura County Maximum Allowance (VCMA) rates (Mental Health \$4.33/minute, Case Management \$3.18/minute, Crisis Intervention \$5.33/minute, and Medication Support \$8.01/minute):

<b>Mode/Service Category</b>	<b>Total Ventura County Units</b>	<b>Cost Per Unit Rate (per minute)</b>	<b>Contract Maximum Amount/ Projected Costs</b>
<b>Outpatient Mode 15 Mental Health Services (SFC 10-59)</b>	263,330	\$3.78	\$995,387
<b>Outpatient Mode 15 Case Management (SFC (01-09)</b>	210,092	\$2.78	\$584,056
<b>Outpatient Mode Crisis Intervention (SFC 70-79)</b>	1,666	\$5.62	\$9,363
<b>Medication Support (SFC 60-69)</b>	0	0	0
<b>Total</b>	<b>475,088</b>		<b>\$1,588,806</b>
<b>Less: County Paid Expenses</b>			<b>(\$2,319)</b>
<b>Contract Maximum</b>			<b>\$1,586,487</b>

**Notes:**

1. The amount of projected units may fluctuate by Mode/Service Category within each program above, however, the total projected payments may not exceed the total contract maximum as set forth in Exhibit B, Sections A and B.
  2. The unit rates above are based upon a COUNTY-approved budget submitted by CONTRACTOR for the purpose of this Agreement. Any approved increases to the budget must identify a corresponding decrease to ensure that the total contract maximum does not exceed the amount as set forth in Exhibit B, Sections A and B.
- B. The maximum amount of this Agreement shall not exceed **\$1,586,487** subject to the terms of this Agreement, effective July 1, 2020 through June 30, 2021.

**Anticipated funding sources:**

Short Doyle/Medi-Cal FFP*	\$794,403
EPSDT/Realignment**	\$188,714
<u>SELPA (COUNTY paid to CONTRACTOR)</u>	<u>\$603,370</u>
<b>Total</b>	<b>\$1,586,487</b>

\*This is only an estimate. The amount of each Anticipated Funding Source may fluctuate higher or lower, however, the combined total shall not exceed the maximum amount of this Agreement and shall subsequently be reimbursed to County in accordance with the terms of this Agreement.

\*\*Payment for actual and allowable costs shall not exceed the amount as allocated and described above in accordance with this Agreement, without written approval from the VCBH Director.

- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice on CONTRACTOR's own letterhead or format, a signed Certification of Claims form (Exhibit "G") and a printout from the COUNTY's Management Information System of billable services must accompany each monthly invoice including the Monthly Provider Claiming Tool. All invoices submitted shall clearly reflect all required information regarding the services for which claims 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. In addition, CONTRACTOR shall submit quarterly financial statements (profit and loss). No cost 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, dated, and forwarded to COUNTY within 10 business days after the close of the month in which services were rendered. Incomplete or incorrect claims 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) business days. (For purposes of this Agreement, "business days" means weekdays, excluding COUNTY-recognized holidays that fall on a weekday).
- D. CONTRACTOR shall generate a monthly Timely Billing Report (Report #5651) 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 the COUNTY's Avatar information management 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 upon the submission of approved invoices to COUNTY, and in accordance with the submitted operational budget, by reference (see Exhibit B, Section A, note 2), for services. All payments and claimed expenses shall be subject to audit and settlement and determined based on actual and allowable costs. COUNTY agrees to settle (not exceeding contract maximum) with CONTRACTOR for allowable program expenses less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. If at any time during the term of this Agreement CONTRACTOR's actual and allowable costs are not aligned to Exhibit "B" (Payment Terms) or approved budget, COUNTY may renegotiate the provisional unit of service rate accordingly (not to exceed VCMA rates). Unless otherwise pre-approved by DIRECTOR, COUNTY will reimburse CONTRACTOR for line item increases to salary expenses up to 3%, as long as there is a corresponding decrease to ensure that the budget does not exceed the contract maximum. The detailed budget along with the background materials and source documents provided by CONTRACTOR to COUNTY is the controlling budgetary document in the event of any dispute. CONTRACTOR shall not make any changes to the budget, unless such changes are approved in advance and in writing by DIRECTOR and, if applicable in accordance with Federal and State requirements. The amount of units may fluctuate by service category, however, in no event shall the maximum

amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit B, Section B.

- F. 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.
- G. COUNTY will make interim payments to CONTRACTOR in anticipation of receiving sufficient SD/MC funds to finance the services rendered under this Agreement. Payment will be made on a monthly basis in arrears for units of service delivered at the applicable unit rates specified in Exhibit B, Section A.
- H. 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, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.
- I. CONTRACTOR shall complete a Monthly Provider Claiming Tool for each discrete program outlined in the approved program budget. CONTRACTOR shall submit a Monthly Provider Claiming Tool with each monthly invoice. CONTRACTOR shall also complete a Semi Annual Provider Claiming Certification that includes actual expenses for the period July 1 through December 31 of current fiscal year and submit as directed by COUNTY. If COUNTY does not receive the required information, COUNTY may withhold future CONTRACTOR reimbursement until all documents are received.
- J. SD/MC reimbursement provision: For Medi-Cal eligible services, COUNTY acknowledges its responsibility to pay CONTRACTOR and incur a certified public expenditure (CPE) prior to COUNTY claiming such services for Medi-Cal reimbursement. With respect to services provided to Medi-Cal beneficiaries under this Agreement, CONTRACTOR shall comply with applicable Medi-Cal State Plan and Medi-Cal Specialty Mental Health Waiver requirements where reimbursement is based on actual allowable cost incurred by CONTRACTOR, CONTRACTOR published charges, or CPE incurred by COUNTY, whichever is lower. The SD/MC reimbursement is composed of Federal Financial Participation (FFP), State Funds (EPSDT/Realignment (AB 1297) and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing SD/MC funding as applicable. The final year-end settlement shall be based on CONTRACTOR's actual allowable costs of providing services under this Agreement less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division, provided such costs do not exceed the maximum contract amount, as specified in Exhibit B, Sections A and B.
- K. It is an expectation and condition of this Agreement that if CONTRACTOR is reimbursed by COUNTY the maximum amount of this Agreement as specified herein, then CONTRACTOR shall produce no less than the specified amount of SD/MC FFP revenue for 100% Medi-Cal eligible services provided under this Agreement. This shall be determined in accordance with the year-end cost settlement. CONTRACTOR shall be required to reimburse the COUNTY for an FFP revenue shortfall for which CONTRACTOR is responsible and the associated match (if applicable) to FFP revenue shortfall regardless of the source of the match to FFP. In the event that CONTRACTOR'S cost is less than the maximum amount of this Agreement, COUNTY may prorate the required amount of SD/MC FFP revenue.
- L. COUNTY shall conduct quarterly reconciliations of Medi-Cal eligible services provided under this Agreement. The quarterly reconciliation will be based upon the actual units of service provided

for eligible Medi-Cal beneficiaries as reported by CONTRACTOR and entered into the COUNTY'S Management Information System. COUNTY shall then compare the reported units of service with a projected productivity schedule approved by COUNTY of expected Medi-Cal revenue and units/minutes of service.

- M. 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 DIRECTOR prior to performance thereof.
- N. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments (CCR, tit 9 Section 1810.365(a)).
- O. CONTRACTOR or subcontract 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 beneficiary. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).
- P. 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 contract.
- Q. SD/MC FFP is not available for any amount 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.
- 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 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 invoices for payment for services rendered shall be in accordance with Exhibit G (Certification of Claims for Payment for Services Rendered).
- U. Notwithstanding any other provision of this Agreement, SD/MC services provided hereunder by CONTRACTOR under the service function codes identified above, or other SD/MC services as may be approved solely by COUNTY, 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 Specialty Mental Health Services Title 9, Chapter 11, the State DHCS 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 DHCS, regulations and requirements as specified by DHCS, including but not limited to DHCS Letter No. 04-03 applicable to TBS Services, or subsequent letters. It is understood that such services will subsequently be billed by COUNTY for SD/MC FFP reimbursement and State match when applicable.
- 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 and passed-through to CONTRACTOR.
- 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 portion of the SD/MC reimbursement including, but not limited to, any FFP, match to FFP and any amount in excess of the required match to FFP regardless of the source of the match or excess match paid by COUNTY to CONTRACTOR, and subsequently disallowed through Federal, State, COUNTY or any other entity audit(s) or review(s). It is understood by both parties herein, that by paying the provisional rates(s) during the term of this Agreement, COUNTY is paying CONTRACTOR in advance of COUNTY receiving SD/MC FFP reimbursement from the State for eligible services hereunder, and in advance of the year-end cost report settlement process for actual and allowable costs less the actual cost of any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- Y. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery. If the allowability or appropriateness of an expense cannot be determined because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles/audit standards, all questionable costs may be disallowed and payment withheld. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- Z. 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, and cost and revenue production.

## EXHIBIT "C"

### 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 **ASPIRANET**
- 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 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 contract (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 **COEDS EPSDT** 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 Disclosure 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, 2020**, 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 **COEDS EPSDT** 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 "D"

### VENTURA COUNTY MEDICAL CENTER CODE OF CONDUCT

#### **STATEMENT OF MISSION**

Ventura County Medical Center is organized as a publicly owned county hospital for the benefit of the people of Ventura County. The hospital serves as a major source of health care for the County's indigent population, those without medical insurance, and persons not having access to private physicians. Ventura County Medical Center will continue, either directly or indirectly, to assure community access to necessary health care services including preventive, diagnostic, treatment and rehabilitative services with specific emphasis on delivering care to the indigent population, the uninsured, and other persons unable to secure health care services. The hospital will continue to stress high quality in the programs and services it offers. It will retain sufficient flexibility to implement innovations and react to the needs of the County in order to maintain its role as a major health care resource for the County.

Ventura County Medical Center recognizes that the primary reason for its existence is service to patients. In providing this service, the hospital will:

- Ensure the provision of inpatient and outpatient care to persons, regardless of race, creed, color or economic status, especially those persons who have difficulty in obtaining care elsewhere, in compliance with the intent of the State's Welfare and Institutions Code.
- Provide service directly or ensure the provision of services to meet the needs of the total patient.
- Treat each patient with dignity, consideration, kindness and understanding.
- Promote medical education and allied health education as required to support high quality patient care and to encourage and train an adequate supply of physicians and other professionals in the County.

## **Introduction to Code of Conduct**

The Ventura County Medical Center (VCMC) Oversight Committee, established by the Ventura County Board of Supervisors and charged with carrying out the duties and responsibilities of hospital governance, established this Code of Conduct in recognition of the VCMC's responsibility to our patients, staff, physicians and the County we serve. It is the responsibility of every member of the VCMC community, Board members, administration, medical staff members, employees, and contractors to conduct themselves in a manner that is consistent with this Code of Conduct and its supporting policies. VCMC policies and procedures referred to herein include those of the County of Ventura and Ventura County Health Care Agency. Our behavior will be guided by the following codes:

1. VCMC's employees and agents will strive to deliver quality, patient-centered healthcare services.
2. VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.
3. VCMC's employees and agents shall engage in ethical business relationships.
4. VCMC's employees and agents shall avoid conflicts of interests or the appearance of impropriety.
5. VCMC's employees and agents shall protect VCMC's property and respect the property rights of others with whom we do business.
6. VCMC's employees and agents respect each other as human beings and health care professionals.

### **CODE OF CONDUCT NO. 1**

**VCMC's employees and agents shall strive to deliver quality, patient-centered, health care services.**

- VCMC's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCMC shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCMC's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care providers. Patients will be involved in decisions regarding the care that VCMC delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCMC and its policies, procedures and changes, and who will provide service on behalf of VCMC.

- VCMC employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCMC solely on the basis of race, gender, religion, creed, color, economic status, or source of payment.
- VCMC's employees and agents shall comply with all laws governing the confidentiality of medical information.
- 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.

#### **CODE OF CONDUCT NO. 2**

**VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.**

- VCMC, by and through its employees and agents shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, VCMC's employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCMC will not pursue any business opportunity that required engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances 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, of any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into 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 in accordance with County policy.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and VCMC's policies.

- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCMC will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCMC shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCMC shall maintain complete and thorough medical and billing records.
- VCMC, 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.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations through the Confidential Compliance Line or to the Compliance Officer.

### **CODE OF CONDUCT NO. 3**

#### **VCMC's employees and agents shall engage in ethical business relationships.**

- VCMC seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCMC or use, for personal gain, confidential information obtained as an employee or agent of VCMC.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to cooperate in accomplishing VCMC's and the County's goals, to expose corruption wherever discovered, to refrain from disclosing 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.
- No employee or agent should subordinate his or her professional standards, judgment 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.

- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCMC.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employees or agent knows of or suspects a practice or incidents that may have violated this Code of Conduct, VCMC's Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

#### **CODE OF CONDUCT NO. 4**

**VCMC's employees and agents shall avoid conflicts of interest or the appearance of an impropriety.**

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCMC.
- Employees and agents should avoid any activity that conflicts with the interests of VCMC or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Placing 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 as revised on February 27, 1997 (Conflict of Interest Code).
- 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. For example, an employee or agent should not be an officer, director, manager or consultant of a potential competitor, customer, or supplier of VCMC without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and VCMC's legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other item of monetary value in circumstances 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;

- Gifts and benefits to clinicians or referral sources are not appropriate. Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report and potential conflicts of interest concerning themselves or their family members to VCMC in accordance with the Conflict of Interest Code.

#### **CODE OF CONDUCT NO. 5**

**VCMC's employees and agents shall protect County's property, and respect the property rights of others with whom we do business.**

- All employees and agents are personally responsible and accountable for the proper expenditure of VCMC funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCMC's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCMC or patient resources for personal or improper purposes, or permit others to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCMC's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCMC.
- VCMC equipment is intended to be used only for VCMC or County business. Use of the Internet is for Conducting County business. Any misuse will result in disciplinary action in accordance of County, Health Care Agency and VCMC policy.
- Employees and agents may only use computer systems, networks, and software consistent with VCMC's license(s) and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCMC's or a patient's property is prohibited, including the outright theft of property or embezzlement of money.
- VCMC's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.

- Employees and agents are expected to report any observed misuse of VCMC's property to their supervisor or in accordance with the Confidential Compliance Line.

#### **CODE OF CONDUCT NO. 6**

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

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered through the use of qualified, competent staff. VCMC 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).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to VCMC's 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.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCMC strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, 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.
- VCMC promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCMC shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, regulation, standard, procedure, or policy.

## **EXHIBIT "E"**

### **QUALITY MANAGEMENT PROGRAM**

Ventura County Behavioral Health (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 Beneficiary 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.

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 Beneficiary 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 "F"**

### **CONTRACTOR'S 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 providers who are not directly entering billing into the VCBH Management Information System (MIS), all clinical documentation for the previous month, including updated treatment plans and assessments, will be sent to the VCBH Contracts Administration Unit.
4. CONTRACTOR will submit its monthly invoice(s) to the VCBH Contracts Administration Unit by mail to the following address:

Ventura County Behavioral Health  
Contracts Administration Unit  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

Invoices MUST include a printout that demonstrates the specific units of service included in the invoice. Invoices must also include the National Provider Identifier (NPI) of the physician or other professional who ordered or referred any item or service invoiced under this Agreement.

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. Items that may be corrected to prevent disallowance of units will be identified and CONTRACTOR will have 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. The attached "Invoice Authorization and Summary Form" will be completed by the VCBH Supervisor of Quality Assurance or designee and forwarded to VCBH'S Contracts Administration Unit along with the specific information on the units to be disallowed, if any.
7. The invoice packet, including detail of disallowed services that are to be backed out of the Medi-Cal billing, will be forwarded to the VCBH Billing Unit Supervisor.

### Invoice Authorization and Summary Form

The following information is for \_\_\_\_\_ Site # \_\_\_\_\_  
(Name of contractor)

for the month of \_\_\_\_\_  
(Month and year)

Invoice was received on: \_\_\_\_\_  
(Enter date received from Contracts)

#### Utilization Review:

The following units of service are backed out based on Utilization Review Procedures:

Type of Service: \_\_\_\_\_ Number of Units: \_\_\_\_\_

Mental Health Services	_____
Case Management Services	_____
Crisis Intervention	_____
Medication Management	_____
Adult Residential	_____
T.B.S.	_____

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor, Quality Assurance

\_\_\_\_\_  
Date

#### Billing:

The following units of service are backed out based on Utilization Review Procedures:

Type of Service: \_\_\_\_\_ Number of Units: \_\_\_\_\_

Mental Health Services	_____
Case Management Services	_____
Crisis Intervention	_____
Medication Management	_____
Adult Residential	_____
T.B.S.	_____

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Billing Manager Signature

\_\_\_\_\_  
Date

## EXHIBIT "G"


### 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 written treatment plan. 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 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 the DHCS Mental Health and Substance Use Disorder Services Information Notice No. 18-019 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 DHCS Information Notice No. 19-034, 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 2 (NOTICES) of page 1 of this Agreement. The overpayment must be returned to COUNTY within 60 calendar days after the date on which the overpayment was identified.

CONTRACTOR: **ASPIRANET**

BY

 LEO  
Signature - Authorized Officer

  
Date

BY

  
Signature - Authorized Officer

  
Date

## EXHIBIT 'H'

### 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 CFR part 9, subpart 9.4), 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 Program Contract 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 certification herein was erroneous when made or (2) CONTRACTOR 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: **ASPIRANET**

BY   
Authorized Signature

11/11/20  
Date

Vernon Brown, CEO  
Printed Name and Title

BY   
Authorized Signature

11/10/20  
Date

Melek Totah, CFO  
Printed Name and Title

## EXHIBIT "I"

### 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 contract, 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" (Document 1X) 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.

Name of Contractor: **ASPIRANET**

 \_\_\_\_\_  
Signature Date 11/11/20

Vernon Brown, CEO  
Printed Name of Person Signing for Contractor and Title

 \_\_\_\_\_  
Signature Date 11/10/20

Melek Totah, CFO  
Printed Name of Person Signing for Contractor and Title

## **EXHIBIT "J"**

### **Good Neighbor Policy**

The County of Ventura ("COUNTY") contracts for adult residential facilities committed to providing neighborhood-based treatment services for clients. In addition to the standard County contract language, contractors-providing services to Ventura County Behavioral Health 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 of Ventura liaison.

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

Staff and residents are expected to conduct themselves in a manner that demonstrates their commitment to being positive 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 "K"

### SMOKE-FREE WORKPLACE CERTIFICATION

Applicable to federally funded agreements/grants and subcontracts/subawards that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Certificate, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. CONTRACTOR further agrees that it will insert this Certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

Name of Contractor: **ASPIRANET**

   
\_\_\_\_\_  
Signature Date

Vernon Brown, CEO

\_\_\_\_\_  
Printed Name of Person Signing for Contractor and Title

   
\_\_\_\_\_  
Signature Date

Melek Totah, CFO

\_\_\_\_\_  
Printed Name of Person Signing for Contractor and Title

## EXHIBIT "L"

### ELECTRONIC SIGNATURE CERTIFICATION

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

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 the Department of Health Care Services (Department of Mental Health DMH Letter 08 – 10, and, where applicable, Alcohol and Drug Programs ADP Bulletin 10-01). Computer system(s) that utilize electronic signatures will comply with the following Certification Commission for Healthcare Information Technology (CCHIT) Certification criteria or equivalent: Security - Access Control, Security - Audit, and Security - Authentication. Encryption of the data in the electronically signed record is not required. However, CONTRACTOR will ensure appropriate security measures are taken to safeguard electronically signed records. Such measures shall satisfy the requirements of California Welfare and Institutions Code, Section 5328, the Confidentiality of Medical Information Act (California Civil Code, Section 56 et. seq.), California Government Code, Section 6254, and all applicable California and federal regulations.

When utilizing an electronic signature mechanism with a client, the electronic document being signed must be fully viewable to the client when requesting the signature. The client must demonstrate an understanding of the document content prior to signing. If the client is signing a document written in other than his or her preferred language, the document must be verbally translated and an acknowledgement that the client understands its content must accompany the signature.

CONTRACTOR will use an electronic signature form that states the terms and conditions of an electronic signature, and is signed by the client or his/her representative requesting electronic signature authorization and CONTRACTOR. The form will be valid for up to one year.

CONTRACTOR will keep copies of the signed electronic signature forms on file for so long as each form remains in effect, and will make the documents available to any authorized COUNTY or state staff/auditors upon request.

By signing this certification, CONTRACTOR certifies that electronic systems used by CONTRACTOR'S employees, including sub-contractor provider systems, meet the standards described herein.

Name of Contractor: **ASPIRANET**

By:   
Authorized Signature

Vernon Brown, CEO  
Printed Name and Title

11/11/20  
Date

By:   
Authorized Signature

Melek Totah, CFO  
Printed Name and Title

11/10/20  
Date