

**VENTURA COUNTY BEHAVIORAL HEALTH  
ALCOHOL AND DRUG PROGRAM SERVICES  
AND  
DENNIS M. GIROUX & ASSOCIATES, INC.  
December 1, 2018 through June 30, 2019  
(Supersedes Agreement July 1, 2018 through June 30, 2019)**

**DRUG MEDICAL ORGANIZED DELIVERY SYSTEM SUBSTANCE USE  
DISORDER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of December 1, 2018 by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY", and DENNIS M. GIROUX & ASSOCIATES, INC., hereinafter referred to as "CONTRACTOR".

1. **TERM.** This Agreement shall be for the term beginning December 1, 2018 and ending June 30, 2019, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2018-2019. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for additional one (1) year periods. This Agreement shall not be extended for more than two additional one-year periods.

2. **NOTICES.** All notices required under this Agreement shall be in writing and may be given by personal delivery, facsimile transmission, or by mail. All notices shall be addressed or delivered as follows:

**TO COUNTY**

Sevet Johnson, PsyD  
Behavioral Health Department  
1911 Williams Drive, Suite 200  
Oxnard, CA 93036

**TO CONTRACTOR**

Dennis M. Giroux  
Dennis M. Giroux & Associates  
2511 S. Barrington Ave.  
Los Angeles, CA 90064

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 Ventura County Behavioral Health Department (VCBH).

4. **LAWS AND REGULATIONS.**

- A. 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; Social Security Act Title XIX and XXI; DMC-ODS/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.

- B. CONTRACTOR shall be familiar and comply with the laws, regulations, and guidelines listed below. CONTRACTOR shall establish written policies and procedures consistent with the requirements listed below and ensure compliance with any audit issues that arise with DHCS, COUNTY, or any other regulatory agency.

- 1) HSC, Division 10.5, commencing with Section 11760
- 2) Title 9, Division 4, Chapter 8, commencing with Section 13000
- 3) Government Code Section 16367.8
- 4) Title 42, CFR, Sections 8.1 through 8.6
- 5) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
- 6) State Administrative Manual (SAM) Chapter 7200 (General Outline of Procedures)

- C. In the event of changes in law that affect provisions of this Agreement, the parties agree to amend the affected provisions to conform with the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.

5. DESCRIPTION OF SERVICES. CONTRACTOR shall provide services in the type and manner described in CONTRACTOR's program statement attached hereto as Exhibit "A" PROGRAM DESCRIPTION and incorporated herein by reference.

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 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 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, ancestry, age, sexual orientation, sex, 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 DMC-ODS beneficiaries with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide translation and interpreter services to beneficiaries, as needed. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for DMC-ODS enrollees with physical or mental disabilities. CONTRACTOR shall ensure that their health programs or activities provided through electronic and information technology are accessible to individuals with disabilities. CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination.

Interpretation services must comply with WIC 14029.91(e)(1), WIC 14029.91(a)(1)(B), WIC 14029.91(a)(1)(C), WIC 14029.91(a)(1)(D), and 45 CFR 92.201. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.), and Title 45, CFR, part 84.

- 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-DMC-ODS beneficiaries.

9. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES.

- A. During the performance of this Agreement, CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or



mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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 race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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. The Contractor and its subcontractors agree 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 the Contractor's and any subcontractors 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 race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental handicap, disability, or status as a disabled veteran or veteran of the Vietnam era.
- 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.

10. GENERAL DISCRIMINATION PROVISIONS.

- A. By signing this Agreement, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

Federal Law Requirements:

- Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- Section 1557 of the Patient Protection and Affordable Care Act.

**State Law Requirements:**

- Fair Employment and Housing Act (California Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
  - Title 2, Division 3, Article 9.5 of the California Government Code, commencing with Section 11135.
  - Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
- B. CONTRACTOR agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246, and Section 503 of the Rehabilitation Act of 1973 (as amended). CONTRACTOR agrees to comply with provisions of the Rehabilitation Act of 1973.
- C. CONTRACTOR shall, on a cycle of at least every three (3) years, assess, monitor, and document compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. CONTRACTOR shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.
- D. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. CONTRACTOR shall establish written procedures under which service

participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

11. 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 Drug Medi-Cal Organized Delivery System Member Handbook") in both English, Spanish, and audio format, as well as pre-addressed envelopes for filing grievances and appeals will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Drug Medi-Cal Organized Delivery System Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy or access online at the VCBH website the "Ventura County Drug Medi-Cal Organized Delivery System Member Handbook" brochure and the "DMC-ODS Providers List."

In all facilities providing services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of clients' rights, as well as a description of CONTRACTOR's complaint procedure. CONTRACTOR shall notify clients that they may contact the COUNTY Patient Rights Advocate and/or the COUNTY ADP Quality Assurance Manager with any complaints.

12. ACCESS TO NONAMBULATORY CLIENTS. (Applicable to residential treatment providers only) CONTRACTOR, upon request shall submit to COUNTY a written plan outlining how CONTRACTOR makes its program(s) accessible to nonambulatory clients, in accordance with the Americans with Disabilities Act. If CONTRACTOR employs more than fourteen (14) employees, CONTRACTOR must make its programs accessible in their entirety to nonambulatory clients. If CONTRACTOR employs fewer than fifteen (15) employees, CONTRACTOR plan may provide for the implementation of an effective method of referral to an alternative accessible program. Implicit in the ability to refer nonambulatory clients is that there must be an alternative accessible program to which nonambulatory clients can be referred. If there is no alternative accessible program to which nonambulatory clients can be referred, a CONTRACTOR with fewer than fifteen (15) employees must make its program accessible in its entirety to nonambulatory clients. Failure by CONTRACTOR to provide a plan to COUNTY which assures COUNTY that CONTRACTOR's programs are accessible to nonambulatory clients shall constitute grounds for termination or suspension of this Agreement.
13. 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 the COUNTY for losses arising directly or indirectly from the activities and/or work covered this Agreement.

14. INSURANCE.

- A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance:
  - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$100,000 fire legal liability.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also includes Uninsured/Underinsured Motorist 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 coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 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 and VCBH are to be named as additional insureds 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 endorsements for General Liability insurance.
- 3) Waiver of subrogation endorsements (a.k.a.: waiver of transfer of rights of recovery against others, waiver of our right to recover from others) for Workers' Compensation.

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

It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the insurance provisions of this Agreement are complied with by any and all subcontractors that CONTRACTOR may use for the performance 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 in law.

If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

15. 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.

16. 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, accreditation's, certificates (including, but not limited to, certification as a Drug Medi-Cal provider and in compliance with California scope of practice statutes, when DMC-ODS services are provided hereunder), as required by Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8, Title 22, Sections 51490.1(a), Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq., Title 22, Division 3, Chapter 3, sections 51000 et. Seq, and all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives.
- B. 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 constitutes grounds for the termination of this Agreement by COUNTY.

- C. CONTRACTOR agrees to furnish professional personnel in accordance with applicable regulations, including all amendments thereto, issued by the State of California or COUNTY. 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. Such personnel shall be qualified in accordance with all applicable laws.
- D. CONTRACTOR shall make available to COUNTY, on 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 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 CCR or other state or federal laws or regulations (see attached Exhibit "C" DEBARMENT AND SUSPENSION CERTIFICATION).
- F. Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services

within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

- (1) Physician
- (2) Nurse Practitioners
- (3) Physician Assistants
- (4) Registered Nurses
- (5) Registered Pharmacists
- (6) Licensed Clinical Psychologists
- (7) Licensed Clinical Social Worker
- (8) Licensed Professional Clinical Counselor
- (9) Licensed Marriage and Family Therapists
- (10) Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.

Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications, and licensure shall be contained in personnel files. Physicians shall receive a minimum of five (5) hours of continuing medical education related to addiction medicine each year. Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year. Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

- G. CONTRACTOR staff who provide counseling services, as defined in Title 9 CCR, Division 4, Chapter 8, Section 13005, shall be certified, registered to obtain certification/licensure, or shall be exempt by license, and shall comply with the code of conduct developed pursuant to 9 CCR Section 13060, of the organization or entity by which they were registered, licensed or certified. Personnel records of counseling staff employed by CONTRACTOR shall contain written documentation of licensure, certification or registration to obtain certification along with a copy of the code of conduct of the registrant's or certified counselor's certifying organization. These records are subject to review by COUNTY as requested and must be submitted to COUNTY on a quarterly basis (first Monday in July, October, January and April) or as requested by COUNTY, with a list of all active counselors or registrants certification or license with expiration dates noted.
- H. CONTRACTOR will ensure that at least 30% of all staff providing alcohol and other drug program (AOD) counseling services are certified by an approved certifying organization, or appropriately professionally licensed. CONTRACTOR will ensure that all requirements specified in Mental Health & Substance Use Disorder Services Information Notices Nos. 15-007 and 16-058 and 9 CCR, Division 4, Chapter 8 are followed. On a quarterly basis or as requested by COUNTY, CONTRACTOR will submit a list to COUNTY that contains the certification information for all of the CONTRACTOR's active counselors.

17. PROGRAM MONITORING AND EVALUATION.

- 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 VCBH DIRECTOR or DHCS to come on CONTRACTOR's premises or facilities for the purpose of making periodic and/or unannounced inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY and DHCS with all information as COUNTY may require to evaluate fiscal, programmatic, 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 and DHCS 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.

18. REPORTS, RECORDS AND ACCOUNTS.

- A. 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:

- B. RECORDS OF TREATMENT/RECOVERY SERVICES. (If Applicable) CONTRACTOR shall maintain records on each client receiving treatment services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. Such records shall include documentation of an initial problem assessment, a treatment plan, a record of the services provided and the client's response under that plan, a discharge summary, and documentation of aftercare or follow-up contacts. Upon termination of services by CONTRACTOR, if clients are to be transferred to another facility for services, CONTRACTOR agrees to furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer. CONTRACTOR shall complete and submit CalOMS as required by the COUNTY for each client (admission, discharge and if applicable, annual update). The Drug Abuse Treatment Access Report (DATAR) shall be submitted electronically. CalOMS, DATAR and, if applicable, DMC-ODS billing (along with associated claims) are expected to be submitted in a manner that is complete, accurate and timely in accordance with COUNTY requirements. CalOMS are to be submitted weekly. DATAR is to be submitted no later than the tenth (10<sup>th</sup>) day of the following month. Untimely, inaccurate, rejected or incomplete submissions may result in withholding future payments for services rendered until issues are resolved. If at any time during the term of this Agreement, the CONTRACTOR's submissions are late more than 5% of the time and/or the error rate of CalOMS forms submitted and accepted by the State is greater than 3%, the COUNTY may withhold future payments for services rendered until issues are resolved. Should CONTRACTOR experience system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, CONTRACTOR shall report the problem in writing to COUNTY before the established data submission deadlines.
- C. RECORDS OF PREVENTION SERVICES. (If Applicable) CONTRACTOR shall maintain records documenting the provision of prevention services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. Such records shall include documentation of staff hours devoted to providing such services, records of the type, content, and amount of services provided, records of attendance of service recipients, and descriptive information regarding service recipients.
- D. RECORDS OF EARLY INTERVENTION. (If Applicable) CONTRACTOR shall maintain records documenting the provision of early intervention services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. In the case of service provided on a group basis, such records shall include documentation of staff hours devoted to providing such services, records of the type, content, and amount of services provided, records of attendance of service recipients, and descriptive information regarding service recipients. In the case of services provided on an individual basis, such records shall include a case record for each client documenting initial problem assessment and intervention strategy, a record of the services provided and the client's response to those services, and a discharge summary.

- E. CONTRACTOR shall forward to the DIRECTOR copies of all its notices of meetings, complete copy of Board of Directors meetings minutes on a monthly basis, and public information which is material to performance of this Agreement.
- F. CONTRACTOR shall enter into the COUNTY's automated client data system within specified time periods all data that is requested, including, but not limited to, client identification number and admission and discharge data.
- G. CONTRACTOR shall submit to the COUNTY as part of its monthly invoice data which includes, but is not necessarily limited to, the number of clients served, the number of unduplicated clients, the delivered units of service, monthly financial statements, and the number of referrals made to "alternative" substance abuse treatment providers that were necessitated by potential or existing client/beneficiary's religious objection.
- H. CONTRACTOR shall submit an annual cost report no later than sixty (60) days following the termination of this Agreement in a format specified by COUNTY. Such cost report shall be prepared in accordance with the requirements set forth in the DHCS Cost Reporting/Data Collection Manual. The annual cost report shall be used for year-end settlement between CONTRACTOR and COUNTY.
- I. CONTRACTOR shall participate in the development and evaluation of program objectives.
- J. CONTRACTOR shall disclose and provide to COUNTY upon request, information which specifies the current compensation and benefits of all staff (including directors) who provide services under this Agreement.

19. UTILIZATION REVIEW AND QUALITY OF CARE

- A. The COUNTY will regularly monitor CONTRACTOR's compliance with utilization review requirements. DHCS and the federal government may also review the existence and effectiveness of CONTRACTOR's utilization review system in accordance with federal requirements.
- B. CONTRACTOR shall implement and maintain compliance with the system of review described in the DHCS Utilization Control Plan to review the utilization, quality, and appropriateness of covered services funded by this Agreement and to ensure that applicable DMC-ODS requirements are met.
- C. COUNTY will conduct at minimum, a random utilization review in 5% of cases. Documents must be made available to COUNTY staff upon request. Documentation from client files or other CONTRACTOR documents are subject to photocopying by COUNTY at time of review.
- D. CONTRACTOR shall promptly repay to COUNTY, upon request, any amounts that have been paid that should not have been paid. The COUNTY may take appropriate steps to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid.
- E. COUNTY will conduct at minimum an annual review of the facility, policies, and documentation of compliance, conduct a survey of clients and staff, tour

the grounds, and address any concerns or issues found. Documents must be made available to COUNTY staff upon request. Documentation from client files or other CONTRACTOR documents are subject to photocopying by COUNTY at time of review.

- F. CONTRACTOR shall comply with all site review, utilization review, and audit recommendations. Proposed corrective actions shall be sent to COUNTY for review and approval in writing within a timeframe that COUNTY will specify. Corrective action to eliminate any material noncompliance or weakness found as a result of any such audit shall be completed prior to any extension of this Agreement.

20. FINANCIAL RECORDS. CONTRACTOR shall maintain complete financial records in accordance with applicable federal, state or COUNTY requirements. The records shall clearly reflect the cost of service in accordance with generally accepted accounting principles and evidence proper audit trails reflecting the true cost of the services rendered and costs incurred. All records shall be maintained on a basis compatible with the contract requirements specified herein in the Agreement. CONTRACTOR agrees to submit to COUNTY, within ten (10) days of receipt, copies of the findings of any audits which CONTRACTOR commissions. Additionally, CONTRACTOR agrees to submit to COUNTY, on a monthly basis, complete financial records, including all year to date expenses and revenues within ten (10) days of receipt.

21. RETENTION OF RECORDS.

- A. 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. All patient/client records shall be retained for a minimum of 10 years, in accordance with 42 CFR 438.3(h), from the finalized cost settlement process with DHCS. When an audit by the Federal Government or DHCS has been started before the expiration of the 10 year period, the patient/client records shall be maintained until completion of the audit and the final resolution of all issues. All other 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.
- B. Should CONTRACTOR cease to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that the COUNTY is able to comply with the record retention periods specified above. CONTRACTOR will provide the



records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

22. CONFIDENTIALITY OF RECORDS/INFORMATION.

- A. CONTRACTOR agrees that it shall maintain all information and records obtained in the course of providing services to clients in accordance with the confidentiality and disclosure provisions of applicable law (reference 45 CFR Section 96.132 and 42 CFR Part 2).
- B. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in California Welfare and Institutions Code Section 4100.2; California Health and Safety Code Section 11977; 22 CCR Section 51009; and 42 CFR, Part 2.

23. FEDERAL SALARY RATE CAP. No Federal funds shall be used to pay the salary of an individual at a rate in excess of \$189,600 per year or as adjusted for the term of any future contract.

24. 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.

25. SUCCESSORS. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.

26. NO WAIVER. Waiver by either party of any default or breach shall not be construed as a waiver of any other default or breach, whether of the same or any other term, covenant or condition.

27. TIME. Time is of the essence for this Agreement.

28. 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) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

29. 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 the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof; or
  - 6) CONTRACTOR refuses to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refuses to permit interviews with employees; or
  - 7) CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, federal, state, and local laws, regulations and directives 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 this Agreement be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the date of termination. 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.
- 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 the COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR, nor 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.

30. PRIOR AGREEMENTS. All prior agreements regarding this subject matter between COUNTY and CONTRACTOR are hereby terminated.

31. PAYMENT.

- A. COUNTY agrees to compensate CONTRACTOR for allowable and necessary net costs, not to exceed the maximum reimbursable amount in accordance with Exhibit "B."

32. FINAL SETTLEMENT: AUDIT OF SERVICES.

- A. CONTRACTOR shall allow the DHCS, 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, and the premises, equipment and facilities maintained by CONTRACTOR pertaining to such services 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).) 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, human resource records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.
- 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, human resource 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 verification, monitoring, program review and quality assurance.
- D. CONTRACTOR will be subject to disallowance if an audit finds that services or equipment were not available or provided in accordance with this Agreement or CONTRACTOR's program statement.
- E. All funds shall be subject to audit. The purpose of these audits will be to determine the appropriate amount of reimbursement. Audit procedures will include, but not be limited to, the determination of actual, allowable costs and charges and verification of eligibility, and third-party collection for all persons receiving services.
- F. Accurate fiscal records and supporting documentation shall be maintained by CONTRACTOR to support all claims for reimbursement. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be in a condition that facilitates verification by qualified auditors.
- G. Audit reports by the authorized auditing agencies may reflect any findings, recommendations, adjustments and corrective action deemed appropriate as a result of its findings in any areas.
  - 1. CONTRACTOR agrees to develop and implement any corrective action plans in a manner acceptable to COUNTY in order to comply with recommendations contained in such audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress. CONTRACTOR must provide follow-up on any significant findings in the audit and submit the results to COUNTY.
  - 2. If differences cannot be resolved between COUNTY and CONTRACTOR regarding the terms of the final audit settlements for funds expended under this Agreement, CONTRACTOR may appeal to the extent provided for in applicable regulations.
- H. CONTRACTOR shall be responsible for any disallowances taken by the COUNTY, federal government, the Bureau of State Audits, or DHCS as a

result of any audit exception which is related to CONTRACTOR's responsibilities herein.

33. 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 certified public accountant in conformity with the provisions of the Single Audit Act of 1984, as amended in 1986 and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)." If CONTRACTOR receives and expends \$25,000 or more in funding from a State agency/COUNTY, CONTRACTOR agrees to obtain an annual single, organization wide, financial and compliance audit. If CONTRACTOR receives and expends less than \$25,000 per year from a State agency/COUNTY, CONTRACTOR agrees to obtain a biennial single, organization wide, financial and compliance audit. At anytime, COUNTY, in its sole discretion, may also require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either of these cases, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred twenty (120) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.
34. 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 contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR will 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 conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

Within sixty (60) calendar days prior to the termination 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 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.

35. CHARITABLE CHOICE: Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution (42 CFR Part 54). However, no state or federal funds shall be used by the CONTRACTOR or

its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

36. 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:

A. 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.

B. 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.

37. CLEAN-UP OF CONTAMINATION AND POLLUTION. CONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.

38. FACILITIES. If CONTRACTOR proposes to add an additional location or to relocate its existing location, CONTRACTOR must have the location pre-approved by COUNTY to ensure the appropriateness of the location and adherence to geographic access time and distance standards. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing and signed by the DIRECTOR to be valid. Approval will be based solely on the need for additional services in the proposed area. CONTRACTOR is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, State, and Federal rules, regulations and requirements.

39. CHILD SUPPORT COMPLIANCE ACT. CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders pertaining to all employees, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code. CONTRACTOR shall provide the names of all new employees to the new hire registry maintained by the Employment Development Department.

40. DUTY TO REPORT INCIDENTS TO COUNTY. CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager and Quality Management Division 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 occur 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.

41. COMMUNICATIONS.

- A. CONTRACTOR will notify COUNTY within forty-eight (48) hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of CONTRACTOR's program and/or facility and describe the nature of the inspection. A copy of any written findings will be sent to VCBH within seventy-two (72) hours of receipt.
- B. CONTRACTOR will notify COUNTY within forty-eight (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 seventy-two (72) hours of receipt.
- C. 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.

42. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE. 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.

43. CONTRACTOR shall provide COUNTY with reporting regarding evidence that the program is utilizing continuous quality improvement, treatment/program improvements and evidence-based treatment protocols. CONTRACTOR shall provide a listing of program changes or enhancements. CONTRACTOR shall develop an outcome-based plan for recommended program improvements and cost effective management strategies to be submitted to COUNTY upon request.
44. CONTRACTOR shall specifically demonstrate improvements by promoting the adoption of evidence-based practice related to strengthening access and client retention. Participation and exposure to the Network for the Improvement of Addiction Treatment (NIATX) model for improving client retention is required. Reporting using the NIATX format of process improvement is required annually or upon request. In addition, CONTRACTOR will be required to meet External Quality Review Organization (EQRO) standards of performance.
45. AMERICANS WITH DISABILITIES ACT. CONTRACTOR agrees to comply with applicable federal, state, and local statutory and regulatory requirements, including, but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 45 CFR Part 84, 24 CCR, Part 2, and the Unruh Civil Rights Act (California Civil Code, Sections 51 through 51.3), to ensure that persons with disabilities have access to substance use disorder services. CONTRACTOR shall submit an access to service plan, a completed checklist for accessibility and a person with disability referral plan to COUNTY annually within sixty (60) days of each new fiscal year.
46. All publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement shall include the phrase "Made possible through funding from Ventura County Behavioral Health Department, Alcohol and Drug Programs." Prior to publication/distribution, materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY ADP Division Manager.
47. COUNTY and CONTRACTOR will meet to evaluate admissions, census, program concerns or achievements, performance outcomes, quality assurance and patient advocate reports, submitted invoices, billings or reports, data contract and fiscal concerns/questions, and other operations issues.
48. At the request of COUNTY, CONTRACTOR shall attend scheduled operations meetings to inform CONTRACTOR of regulatory updates, trends, concerns and other relevant information.
49. ACCESS AND USE OF COUNTY TECHNOLOGY. CONTRACTOR will be required to use the VCBH management information system to complete billing, and/or 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 contract, 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 the 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 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 the COUNTY.

50. CONTRACTOR shall protect client confidentiality and file information in compliance with COUNTY requirements, and all applicable state and federal regulations. CONTRACTOR shall obtain consent from all clients for release of confidential client information, using language provided by COUNTY, and keep all such consent forms on file and available to COUNTY upon request.

On an annual basis, CONTRACTOR employees who work with Protected Health Information (PHI) or Personal Information (PI) must sign a confidentiality statement that includes, at a minimum, a description of CONTRACTOR's: (1) general use requirements, (2) security and privacy safeguards, (3) standards for unacceptable use, and (4) enforcement policies. Execution of the confidentiality statement signifies that the employee understands and will comply with the confidentiality regulations contained in 42 CFR Part 2 and 45 CFR Section 96.132, including the prohibition on redisclosure of information obtained through a client release of confidential client information. CONTRACTOR employees must sign the confidentiality statement prior to accessing PHI or PI. The statement must be renewed annually. CONTRACTOR shall retain employees' confidentiality statements on file for COUNTY inspection for a period of six (6) years following termination of this Agreement. CONTRACTOR will provide COUNTY with copies of all employees signed confidentiality statements annually.

51. BACKGROUND CHECKS PRIOR TO ACCESS OF PHI OR PI. CONTRACTOR will conduct a background check of all employees who will access PHI or PI prior to the employees accessing PHI or PI. The background check shall be commensurate with the risk and magnitude of harm that the employees could cause, with a more thorough background check being conducted for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain employee background check documentation for a period of three (3) years.
52. INSTALLATION AND USE OF ANTI-VIRUS SOFTWARE. CONTRACTOR must install and actively use a comprehensive anti-virus software solution on all workstations, laptops, and other systems that process and/or store PHI or PI. CONTRACTOR's anti-virus software solution must have automatic updates that are scheduled to update at least daily.
53. PHI OR PI USER IDs and PASSWORD TECHNICAL SECURITY CONTROLS. CONTRACTOR employees that access PHI or PI must be issued a unique user

name for accessing PHI or PI. CONTRACTOR employees must create a password that is at least eight characters and is a non-dictionary word. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard: (1) upper case letters (A-Z), (2) lower case letters (a-z), (3) Arabic numerals (0-9), and (4) non-alphanumeric characters (punctuation symbols). Passwords are not to be shared or stored in a readable format on the computer. Passwords must be changed every sixty (60) days. Passwords must be changed if revealed or compromised. The username must be promptly disabled, deleted, or the password changed upon the transfer or termination of a staff person with knowledge of the password.

54. DMC-ODS CERTIFICATION AND CONTINUED CERTIFICATION. CONTRACTOR is responsible for ensuring that any reduction of covered services or site relocations are not implemented until approval is issued by DHCS. CONTRACTOR shall submit a DMC-ODS certification application to the DHCS Provider Enrollment Division and notify VCBH of the proposed change sixty (60) days prior to the desired effective date of the reduction of covered services or relocation. If, at any time, CONTRACTOR's license, registration, certification or approval to operate a substance use treatment program or provide covered service is revoked, suspended, modified, or not renewed, CONTRACTOR must notify VCBH and the DHCS Fiscal Management and Accountability Branch by e-mail at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within two (2) business days.
55. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES. CONTRACTOR shall not distribute sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
56. 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 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 by April 1<sup>st</sup> of each fiscal year. COUNTY will request all NACT data information prior to the DHCS due date and CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS deadline. Should DHCS require additional submittals, CONTRACTOR will comply with said request in a timely manner for COUNTY to meet the DHCS-imposed deadline.
57. 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.

58. **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.

59. 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. Thereafter, CONTRACTOR will complete monthly verifications that its principals, employees, and subcontractors are not listed on the Social Security Administration's Death Master File. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and monthly. Monthly reports shall be submitted to COUNTY on the first business day of each month. All other reports will be submitted upon request of COUNTY during the contracting and contract renewal processes.
60. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES. None of the funds made available through this contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21 USC 812).
61. TRAFFICKING VICTIMS PROTECTION ACT OF 2000. CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22U.S.C 7104(g)) as amended by section 1702.
62. 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.
63. NOTIFICATION REGARDING ADEQUACY AND CAPACITY OF SERVICES. CONTRACTOR will notify COUNTY within one business day of any significant change in operations that affects the adequacy and capacity of services.
64. COMPLIANCE WITH TRAINING REQUIREMENTS. CONTRACTOR agrees to comply with all COUNTY mandated training requirements in a timely manner for all staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring.
65. PRIORITY HIRING CONSIDERATIONS. If this Agreement includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling



vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code 10353.

66. DEBARMENT AND SUSPENSION CERTIFICATION. CONTRACTOR will comply with the requirements as specified in Exhibit "C".
72. ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL. CONTRACTOR agrees to abide by the provisions of California Health and Safety Code, Division 10.7, Sections 11999 through 11999.3, regarding no unlawful use of drugs or alcohol in programs, as specified in Exhibit "D".
67. ASSURANCES REGARDING DRUG FREE WORK PLACE. CONTRACTOR will comply with the requirements of the Drug Free Work Place Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free work place as specified in Exhibit "E."
68. LOBBYING CERTIFICATION AND DISCLOSURE CERTIFICATION. CONTRACTOR will comply with the requirements as specified in Exhibit "F."
69. SMOKE-FREE WORKPLACE CERTIFICATION. CONTRACTOR will comply with the requirements specified in Exhibit "G."
70. ELECTRONIC SIGNATURE CERTIFICATION. CONTRACTOR will obtain approval from the VCBH DIRECTOR prior to affixing an electronic signature on any notice or document provided under this Agreement. If use of electronic signatures is approved, CONTRACTOR and its principals, employees and subcontractors will comply with the requirements of Exhibit "H" ELECTRONIC SIGNATURE CERTIFICATION.
71. QUALITY MANAGEMENT PROGRAM. CONTRACTOR will comply with the requirements specified in Exhibit "I."
72. INVOICING. CONTRACTOR will comply with the Contractors Invoice Procedure that is specified in Exhibit "J" and submit the Invoice Authorization and Summary Form with the monthly invoice.
73. CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED. CONTRACTOR will comply with the requirements as specified in Exhibit "K".
74. BUSINESS ASSOCIATE AGREEMENT. CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "L" and incorporated herein by reference.
75. 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 CONTRACTOR, and the CONTRACTOR's staff and subcontractors.
  - B. CONTRACTOR agrees that COUNTY'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 DMC-

ODS, 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 the COUNTY'S Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "M," 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.

76. CONSTRUCTION OF COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.
77. 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 the Agreement terms shall remain in full force and effect and shall not be affected.

78. CUMULATIVE REMEDIES. The exercise or failure to exercise of legal rights and remedies by COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement of any other rights or remedy available by law or authorized by this Agreement.
79. ADDITIONAL REQUIREMENTS. In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Agreement for DMC-ODS services with DHCS, and any amendments thereafter. The contract between the COUNTY and DHCS is hereby fully incorporated by reference into this Agreement.
80. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document, Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M," and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement.


Exhibit A: Program Description  
Exhibit B: Allocation/Capacity  
Exhibit C: Debarment and Suspension Certification  
Exhibit D: Assurances Regarding no Unlawful Use of Drugs or Alcohol  
Exhibit E: Assurances Regarding Drug-Free Work Place  
Exhibit F: Lobbying Certification and Disclosure Certification  
Exhibit G: Smoke-Free Workplace Certification  
Exhibit H: Electronic Signature Certification  
Exhibit I: Quality Management Program  
Exhibit J: Contractors Invoice Procedure  
Exhibit K: Certification of Claims for Payment for Services Rendered  
Exhibit L: Business Associate Agreement  
Exhibit M: Code of Conduct

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.

DENNIS M. GIROUX & ASSOCIATES

COUNTY OF VENTURA

By   
Authorized Signature  
Dennis M. Giroux CEO  
Printed Name and Title  
11/28/18  
Date

By   
Authorized Signature  
Sevet Johnson, PsyD  
Behavioral Health Director  
Printed Name and Title  
12/14/2018  
Date

By   
Authorized Signature  
MARILYN C. GIROUX C.O.O.  
Printed Name and Title  
11.28.18  
Date

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

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

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

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

## **EXHIBIT "A"**

### **PROGRAM DESCRIPTION**

**DENNIS M. GIROUX & ASSOCIATES**  
**December 1, 2018 through June 30, 2019**

Provider Name: **DENNIS M. GIROUX & ASSOCIATES**

Program: **Outpatient Drug Free (ODF) and Intensive Outpatient Program (IOP) individual and group counseling**

All of the following services shall be provided in accordance with applicable federal, state, and local requirements, including, but not limited to, California State Department of Health Care Services (DHCS) Substance Use Disorder Services Standards.

CONTRACTOR agrees to provide the following services:

- A. CONTRACTOR will provide Outpatient Drug Free (ODF) and Intensive Outpatient Program (IOP) individual and group counseling services, in accordance with federal regulations and DHCS Substance Use Disorder Services Standards and as further stipulated by "COUNTY." Services shall be provided to Drug Medi-Cal eligible beneficiaries and non-Medi-Cal eligible AB109 adults with service hours to include nights and weekends.
- B. CONTRACTOR will be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to a beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering services, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS DMC Provider Billing Manual.
- C. Utilizing a standard assessment, the American Society of Addiction Medicine Patient Placement Criteria (ASAM), CONTRACTOR shall complete the prescribed ASAM Criteria assessment to determine appropriate level of care, and use the DSM 5 for diagnosis of SUD.
- D. CONTRACTOR will comply with all treatment standards and complete all mandated training to ensure that these standards will be maintained and known by all staff.
- E. CONTRACTOR will develop and maintain an environment conducive to the delivery of therapeutic services. CONTRACTOR shall have in place, and follow, written authorization policies and procedures.
- F. Provide treatment services in accordance with treatment standards promulgated by DHCS including those pertaining to quality and effectiveness through a system of documented continuous review, evidence-based practices and program improvements based on established outcome measures and performance. CONTRACTOR shall implement at least two of the following evidenced-based practices: Motivational Interviewing, Cognitive Behavioral Therapy, Relapse Prevention, Trauma Informed Treatment, or Psycho Education. CONTRACTOR shall manage service delivery and provide COUNTY with reports and measured outcome data.
- G. Adhere to priority admission standards for federal priority population groups. Each non-residential or residential substance use disorder program receiving federal block grant funds shall provide priority admission to comprehensive services in the following manner (reference 45 CFR Section 96.131):

1. Pregnant women who are injecting drug users,
2. Pregnant substance abuser,
3. Injecting drug users,
4. All others.

- H. Adhere to waiting list standards for non-residential or residential substance use disorder program receiving federal block grant funds.
- Each non-residential or residential substance use disorder program shall collaborate with COUNTY when establishing a waiting list, and include a unique identifier for each individual.
  - The waiting list shall be established for all pregnant injecting drug users, pregnant substance abusers when CONTRACTOR's services are not available within forty-eight (48) hours, and injecting drug users where services are not available within fourteen (14) days.
  - Injecting drug users must receive comprehensive services within one hundred twenty (120) days from the date they initially requested services. (reference 45 CFR Section 96.126).
  - For each individual who is placed on a waiting list, the program must complete the pre-admission form which includes a unique identifier for each individual.
- I. Offer referrals to interim services to injecting drug using clients when they cannot be admitted into the program. The schedule for interim services will be given by CONTRACTOR staff to each individual. CONTRACTOR is also responsible for informing each individual of the types of services offered at the interim service site. (reference 45 CFR Sections 96.121, 96.126, and 96.131).
- J. CONTRACTOR is responsible for adhering to the human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) requirements (reference 45 CFR Sections 96.128 and 96.121), including, but not limited to:
- Providing each client with information on the availability (time and location) for HIV/AIDS testing and pre- and post-test counseling.
  - Facilitating the clients' access to above service to the extent necessary.
  - Referring the client to the COUNTY Public Health Department HIV office should it become known to the CONTRACTOR that the client is HIV-positive.
  - Maintaining the most current HIV/AIDS services directory on premises.
  - Distributing information on HIV/AIDS provided by COUNTY when conducting outreach activities.
- K. CONTRACTOR is responsible for adhering to tuberculosis (TB) requirements (reference 45 CFR Sections 96.121 and 96.127), including, but not limited to:
- Counseling/providing information to each client on TB.
  - Testing to determine whether further evaluation and/or treatment is necessary.
  - Referral to a COUNTY approved x-ray clinic, or to CONTRACTOR's physician (at CONTRACTOR's cost) for those individuals registering a positive skin test.
  - Referral to the COUNTY Public Health Department if treatment is required.
- L. CONTRACTOR shall comply with all audit recommendations (if any) specified in its most recent audit which is incorporated herein by this reference for services hereunder and agrees to take prompt corrective action to eliminate any material noncompliance or weakness found as a result of such audit prior to the termination of this Agreement.



- L. CONTRACTOR will report on the following performance outcomes and data, as requested by COUNTY:
- Number of admissions
  - Number of completions
  - Time to service data (DATAR)
  - Primary drug/alcohol diagnosis (CalOMS)
  - Percent of admissions that meet ASAM admission criteria
  - Use of EBP programming
  - Active NIATX and or performance improvement project
- M. CONTRACTOR will submit identified applicable data and information requirements as contained in MHSUDS Information Notice No. 18-011, Federal Network Adequacy Standards for Mental Health Plans (MHPS) and DMC-ODS Pilot Counties.

## EXHIBIT "B"

### PAYMENT TERMS

December 1, 2018 through June 30, 2019

1. Provider Name: **Dennis M. Giroux & Associates**
2. Program: **Outpatient Drug Free (ODF) and Intensive Outpatient Program (IOP) individual and group counseling**

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 DMC-ODS units of service provided hereunder to Ventura County DMC-ODS clients at the agreed upon interim rates below. Payments at interim rates shall be settled to the lower of actual cost or customary charge at fiscal year end.

<b>Treatment Services</b>	<b>Total Ventura County Units</b>	<b>Unit Rate</b>	<b>Projected Cost</b>
Outpatient	15,739	\$12.80	\$201,459
Recovery Services	1,259	\$24.84	\$31,274
Case Management	1,574	\$19.93	\$31,370
Physician Consultation			\$0
Intensive Outpatient			\$0
AB109 / Other			\$67,570
<b>Total Program Costs</b>			<b>\$331,673</b>
<b>Less: County Paid Expenses</b>			<b>(\$9,660)</b>
<b>Contract Maximum</b>			<b>\$322,013</b>

**Notes:**

1. The amount of projected units may fluctuate by Treatment 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.
3. CONTRACTOR must identify costs on the monthly invoice forms separately for each funding source category. CONTRACTOR shall maintain appropriate documentation to support all cost

and expenses for each funding source category.

4. Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies. No travel outside the State of California shall be reimbursed without prior authorization from COUNTY, as required per DHCS regulations.

- B. The maximum amount of this Agreement shall not exceed **\$322,013**, subject to the terms of this Agreement, effective December 1, 2018 through June 30, 2019.

**Anticipated Funding Sources:**

DMC-ODS FFP*	\$35,638
SAPT Discretionary	\$0
Realignment	\$35,636
Assembly Bill (AB) 109 Funds**	\$250,739
Total	\$322,013

**Notes:**

\*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.

\*\*Public Safety Realignment Act AB 109 funds are only for AB 109 clients and are contingent upon approval of the COUNTY receiving funds.

- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice on CONTRACTOR's own letterhead or format, a signed Certification of Claims form (Exhibit "I") 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/approved 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 Avatar Timely Billing Report By Program (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 Avatar Timely Billing Report By Program 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. 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 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 W&I Code Sections 14043.36(a) and 14107.11 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. DMC-ODS reimbursement provision: For DMC-ODS eligible services, COUNTY acknowledges its responsibility to pay CONTRACTOR and incur a certified public expenditure (CPE) prior to COUNTY claiming such services for DMC-ODS reimbursement. With respect to services provided to DMC-ODS beneficiaries under this Agreement, CONTRACTOR shall comply with applicable DMC-ODS State Plan and DMC-ODS Waiver requirements where reimbursement is based on actual allowable cost incurred by CONTRACTOR, or CPE incurred by COUNTY, whichever is lower. The DMC-ODS reimbursement is composed of Federal Financial Participation (FFP), State Funds Realignment and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing DMC-ODS 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.
- J. 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.

- K. COUNTY shall conduct quarterly reconciliations of DMC-ODS eligible services provided under this Agreement. The quarterly reconciliation will be based upon the actual units of service provided for eligible DMC-ODS 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 DMC-ODS revenue and units/minutes of service.
- L. 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.
- M. DMC-ODS 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 DHCS or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud.
- N. 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), or (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.
- O. 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.
- P. 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).
- Q. Notwithstanding any other provision of this Agreement, DMC-ODS services provided hereunder by CONTRACTOR under the treatment codes identified above, or other DMC-ODS 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 D/MC 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. It is understood that such services will subsequently be billed by COUNTY for DMC-ODS FFP reimbursement and State match when applicable.
- R. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for DMC-ODS 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 DMC-ODS services provided and reported by CONTRACTOR to COUNTY.

- S. CONTRACTOR shall not bill beneficiaries for covered services under a contractual, referral, or other arrangement with COUNTY in excess of the amount that would be owed by the individual if the COUNTY had directly provided the services (42 U.S.C 1396u-2(b)(6)(C)).
- T. Any cost sharing imposed on beneficiaries shall be in accordance with 447.50 through 447.82 of Code of Federal Regulations Chapter 42.
- U. CONTRACTOR understands and agrees that all DMC-ODS FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY and passed-through to CONTRACTOR.
- V. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed DMC-ODS services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing DMC-ODS services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any portion of the DMC-ODS 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 interim rates(s) during the term of this Agreement, COUNTY is paying CONTRACTOR in advance of COUNTY receiving DMC-ODS 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.
- W. 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"**

### **DEBARMENT AND SUSPENSION CERTIFICATION**

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

1. By signing this Agreement, CONTRACTOR agrees to comply with federal suspension and debarment regulations found in 2 CFR 180, 2 CFR 376 and 48 CFR Sections 9.400 et seq. "Debarred" means excluded or disqualified from contracting with the federal, state or local government.
2. By signing this Agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that CONTRACTOR, its 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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - 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; and
  - 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. Have not, within a three-year period preceding this agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - f. 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.
  - g. 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 to any of the statements in this certification, CONTRACTOR shall submit an explanation to the VCBH Contract Manager.
4. 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.
5. CONTRACTOR must ensure that both the Office of the Inspector General's Exclusion List, the Medi-Cal List of Suspended or Ineligible Providers, 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.

6. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.
7. COUNTY shall not certify any individual or organizational provider as a DMC-ODS provider, or otherwise pay any provider with DMC-ODS funds, if the provider is listed on either the Office of Inspector General's Exclusion List, Drug Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database. Any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR's certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR's certification herein is erroneous or becomes erroneous by reason of changed circumstances.

PROVIDER NAME: DENNIS M. GIROUX & ASSOCIATES, INC.

BY   
Authorized Signature

Dennis M. Giroux CEO  
Printed Name and Title

11/28/18  
Date

BY   
Authorized Signature

MARILYN C. GIROUX  
Printed Name and Title

11.28.18  
Date

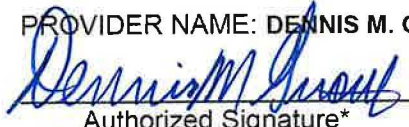



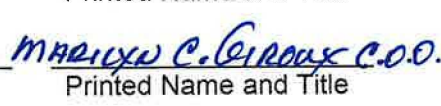
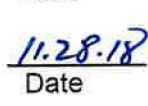
## EXHIBIT "D"

### ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL

Consistent with the requirements of California Health and Safety Code, Division 10.7, Sections 11999 through 11999.3 (SB 1377, Statutes of 1989, Chapter 1429), and on behalf of CONTRACTOR, the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2 which state:
  - (a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.
  - (b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message.
  - (c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
  - (d) This section does not apply to any program funded by the State that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV infection through intravenous drug use.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

PROVIDER NAME: DENNIS M. GIROUX & ASSOCIATES, INC.

 Authorized Signature*	 Printed Name and Title	 Date
 Authorized Signature*	 Printed Name and Title	 Date

\*Note: This form must be signed by the person responsible for operating a drug or alcohol related program.

## EXHIBIT "E"

### ASSURANCES REGARDING DRUG-FREE WORK PLACE

CONTRACTOR will comply with the requirements of the Drug Free Work Place Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free work place by taking the following actions:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by California Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by California Government Code Section 8355(b) to inform employees about all of the following:
  - (1) The dangers of drug abuse in the work place;
  - (2) The person's or organization's policy of maintaining a drug-free work place;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by California Government Code Section 8355(c), that every employee engaged in the performance of this Agreement:
  - (1) Be given a copy of the CONTRACTOR's drug-free policy statement; and,
  - (2) As a condition of employment on this Agreement, agree to abide by the terms of the statement.
- d. 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 future contracts if the COUNTY determines that any of the following has occurred:
  - (1) CONTRACTOR has made false certification; or
  - (2) CONTRACTOR has violated the certification by failing to carry out the requirements as noted above.

PROVIDER NAME: DENNIS M. GIROUX & ASSOCIATES, INC.

  
Authorized Signature\*

Dennis M. Giroux, CEO  
Printed Name and Title

11/28/18  
Date

  
Authorized Signature\*

M. Giroux, CEO  
Printed Name and Title

11.28.18  
Date

\*Note: This form must be signed by the person responsible for operating a drug or alcohol related program.



## EXHIBIT "F"

### LOBBYING AND RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

#### 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 this Exhibit "F", 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 "F".
- (b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the federal grant.

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

- (c) Each recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) 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;
  - 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;
  - iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
  - v. 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 Exhibit F. That person shall forward all disclosure forms to the VCBH Contracts Administration Division which will forward the forms to the DHCS program contract manager.

#### 2. Prohibition

Title 31, USC, Section 1352, provides in part that no federal appropriated funds may be expended, have been paid, or will be paid by the recipient of a federal contract, 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.

### 3. Restrictions on Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.



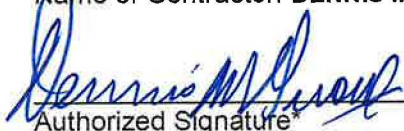


## CERTIFICATION REGARDING LOBBYING

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: **DENNIS M. GIROUX & ASSOCIATES, INC.**

 Authorized Signature	 Printed Name and Title	<u>11/28/18</u> Date
 Authorized Signature	<u>MARY C. GIROUX C.O.O.</u> Printed Name and Title	<u>11.28.18</u> Date

## EXHIBIT "G"

### 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.

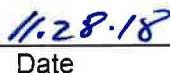
Name of Contractor: DENNIS M. GIROUX & ASSOCIATES, INC.

  
Signature

  
Date

  
Printed Name of Person Signing for Contractor and Title

  
Signature

  
Date

  
Printed Name of Person Signing for Contractor and Title

## EXHIBIT "H"

### 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 hers 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 the 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.

CONTRACTOR, its principals, employees, and subcontractors will sign the attached Electronic Signature Agreement attestation and provide a copy to COUNTY. CONTRACTOR will ensure that as new staff are hired, the attached attestation is signed and submitted to COUNTY.

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

PROVIDER NAME: DENNIS M. GIROUX & ASSOCIATES, INC.

BY   
Signature - Authorized Officer

 CEO 11/28/18  
Printed Name and Title Date

BY   
Signature - Authorized Officer

 MARY C. GIROUX C.O.O. 11.28.18  
Printed Name and Title Date



## **EXHIBIT "I"**

### **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 master copy of the "Ventura County Drug Medi-Cal Organized Delivery System Member Handbook" brochure in English, Spanish, and CD format, "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 Drug Medi-Cal Organized Delivery System Member Handbook.
3. Supply the postage paid envelopes for use in waiting rooms.
4. Provide assistance and training in documentation in coordination with the VCBH Division Managers and assigned contract managers.
5. Provide technical assistance regarding DMC-ODS site 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 "J"**

### **Contractors Invoice Procedure**

1. Utilization Review staff will contact CONTRACTOR to schedule the chart reviews for the first 2 weeks of each month.
2. 5% of the charts documenting services provided the previous month or two (2) charts, whichever is greater, will be reviewed.
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 Division.
4. CONTRACTOR will submit its monthly invoice(s) to the VCBH Contracts Division by mail to the following address:

Ventura County Behavioral Health  
Contracts  
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" notice. 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 Division along with the specific information on the units to be disallowed, if any.

### Invoice Authorization and Summary Form

The following information is for DENNIS M GIRAUX, CEO Site # OXNANT  
(Name of CONTRACTOR)

for the month of NOV 2018  
(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:
Outpatient	_____
Recovery Services	_____
Case Management	_____
Physician Consultation	_____
Intensive Outpatient	_____

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:
Outpatient	_____
Recovery Services	_____
Case Management	_____
Physician Consultation	_____
Intensive Outpatient	_____

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

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

\_\_\_\_\_  
Date



**EXHIBIT "K"**

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

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

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of SUD 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 SUD 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 California Department of Health Care Services, 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 monthly and prior to: (1) contracting with COUNTY, (2) employing staff, and (3) contract renewal.

CONTRACTOR: DENNIS M. GIROUX & ASSOCIATES, INC.

BY   
Signature - Authorized Officer

11/28/18  
Date

BY   
Signature - Authorized Officer

11.28.18  
Date

## **EXHIBIT "L"**

### **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: **DENNIS M. GIROUX & ASSOCIATES, INC.**
- 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.
- d. Information Practices Act of 1977 shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at California Civil Code Section 1798 et seq.
- e. Part 2 shall mean the Privacy, Security, Breach Notification, and Enforcement Rules regarding substance use disorder patient records at Title 42 Code of Federal Regulations Chapter I, Subchapter A, Part 2.

#### **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. Any person who violates any provision of 42 CFR, Chapter 1, Subchapter A, Part 2 shall be fined in accordance with Title 18 of the U.S.Code.
- 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 Sections 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 Section 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 Sections 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 contract (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 Section 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 Section 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 its 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 Section 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 Section 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 Section 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 **DMC-ODS SUD Services Agreement** between Covered Entity and Business Associate.

- 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 or 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 Section 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 Section 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 in accordance with 45 CFR Section 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 Section 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 **December 1, 2018**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **DMC-ODS SUD Services** Agreement between Covered Entity and Business Associate 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 "M"**

### **VENTURA COUNTY BEHAVIORAL HEALTH ALCOHOL AND DRUG PROGRAMS**

#### **CODE OF CONDUCT**

The Ventura County Health Care Agency (HCA), Ventura County Behavioral Health Department (VCBH) Alcohol and Drug Programs (ADP) require that all CONTRACTOR staff will conduct themselves in all professional relationships in accordance with the general and specific principles contained in this code. CONTRACTOR shall certify its compliance with enforcing the application of this Code of Conduct upon CONTRACTOR staff:

CONTRACTOR and CONTRACTOR's staff understand and agree to the following:

- As a treatment staff, CONTRACTOR and its staff will comply with the Code of Conduct or Ethics developed by all certifying or licensing organization/authorities and retain the responsibility to maintain compliance with the codes of conduct and ethics of their certification or licensing organization;
- CONTRACTOR and its staff will not provide services beyond their scope of registration of certification as an Alcohol or Other Drug (AOD) counselor, or their professional license, and/or outside of the defined scope of their employment;
- CONTRACTOR and its staff will comply with the codes of conduct of HCA and VCBH and the policies and procedures of HCA and VCBH;
- CONTRACTOR and its staff will protect the participant/client's rights to confidentiality in accordance with Part 2, Title 42, Code of Federal Regulations (CFR) generally, and 45 CFR 164.520 and 164.510 HIPAA. CONTRACTOR and its staff recognize the rights of clients and participants to have health information protected and therefore have the responsibility to strictly enforce the laws, policies and procedures that protect client confidentiality, including, but not limited to the use of cell phones and other mobile devices;
- CONTRACTOR and its staff will protect, and not share in any medium, information about clients or program participants acquired through my employment or contracting relationship with HCA;
- CONTRACTOR and its staff will cooperate with complaint investigations and supply information requested during complaint investigations.
- CONTRACTOR and its staff will cooperate with complaint investigations by outside agencies.
- CONTRACTOR and its staff will assure that no participant or other staff member will be discriminated against based on race, religion, age, gender, disability, national ancestry, sexual orientation or socio-economic status;
- CONTRACTOR and its staff will not be present at work while under the influence of any amount of alcohol or controlled substance or ingest any such substance or alcohol in the course of my work day.

- CONTRACTOR and its staff will not use any alcoholic beverage or other substance to the extent or in a manner as to be dangerous or injurious to themselves, any other person, the public, or to the extent that the use impairs the ability to conduct with safety the services authorized by employment or contracting relationship with VCBH.
- CONTRACTOR and its staff's off-duty conduct will not reflect negatively on their employer, themselves, or VCBH.
- CONTRACTOR and its staff will not engage in any intimate or sexual relationship with any clients/participants of any VCBH Program, their family members, or other persons who are significant to them.
- CONTRACTOR and its staff will not verbally, physically, or sexually harass, threaten or abuse any person.
- CONTRACTOR and its staff will not engage in social or business relationships for personal gain with clients/participants or their family members or other persons who are significant to the client/participant;
- Honesty and accuracy in client record documentation is of utmost importance. No claims for payment or reimbursement of any kind, which are false, fraudulent, inaccurate, or fictitious, may be submitted. In addition, CONTRACTOR and its staff shall not re-construct, "back date" or "pre-date" any client record or claim. Proper procedures for corrections to documents shall be followed, and any questions shall be directed to a supervisor. CONTRACTOR and its staff understand no falsification of time, participation, or any records will be tolerated.
- CONTRACTOR and its staff understand that conflicts of interest exist when their personal interests interfere, or appear to interfere, with the interests of clients or VCBH. CONTRACTOR and its staff therefore acknowledge that it is their duty to report to a supervisor any potential or actual conflict of interest.

CONTRACTOR and its staff have reviewed and agree to comply with these Codes of Conduct, as well as the Policies and Procedures set forth by HCA and VCBH. CONTRACTOR and its staff will support their agency, HCA, and VCBH by abiding by this Code of Conduct and reporting known or suspected violations by any employee to CONTRACTOR management and VCBH.

PROVIDER NAME: DENNIS M. GIROUX & ASSOCIATES, INC.

BY   
Signature - Authorized Officer

Dennis M. Giroux CEO 11/28/18  
Printed Name and Title Date

BY   
Signature - Authorized Officer

Marissa C. Giroux CEO 11.28.18  
Printed Name and Title Date