

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Redwood Community Services, Inc., DBA Arbor Outpatient Drug Free Clinic**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Drug Medi-Cal treatment services for Mendocino County Transitional Age Youth; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Addendum B	Business Associate – Qualified Service Organization Agreement
Attachment 1	Sample Invoice
Attachment 2	Minimum Quality Drug Treatment Standards for Drug Medi-Cal [Document 2F(a)]

The term of this Agreement shall be from July 1, 2019 (the "Effective Date"), and shall continue through June 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed Seventy Thousand Dollars (\$70,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., HHSA Assistant Director/
Behavioral Health Director

Date: 4/15/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 4012

Line Item: 86-3280

Org/Object Code: DD0035

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: JUN 20 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy JUN 25 2019

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy JUN 25 2019

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 4/18/19

CONTRACTOR/COMPANY NAME

By: [Signature]
Dan Anderson, Chief Executive Officer

Date: 4/16/19

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
DBA Arbor Outpatient Drug Free Clinic
P.O. Box 2077
Ukiah, CA 95482
707-272-9913
andersond@redwoodcommunityservices.org

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 4/16/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 4/18/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB# 18-181

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third

parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHS Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Redwood Community Services, Inc.
DBA Arbor Outpatient Drug Free Clinic
P.O. Box 2077
Ukiah, CA 95482
Attn: Dan Anderson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from COUNTY in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees

such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said

payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$70,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this

Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. CONTRACTOR shall provide Drug Medi-Cal (DMC) Outpatient Drug-Free Treatment, ("Outpatient Treatment Services") to Mendocino County beneficiaries 15-24 years of age within the Scope of Services as defined within this agreement.
- II. CONTRACTOR shall provide, but not be limited to, individual counseling, group counseling and supportive services:
 - A. All Outpatient Treatment Services shall be provided at the State of California, Department of Health Care Services (DHCS), DMC certified site located at 810 North State Street, Ukiah, CA. Hours of operation shall be 8:00AM – 5:00PM Monday through Friday, weekly (CONTRACTOR to provide copy of certification to COUNTY).
 - B. CONTRACTOR shall ensure the provision of treatment to clients who are Medi-Cal eligible and meet Medical Necessity criteria for DMC services.
 - C. CONTRACTOR shall use evidence-based materials such as Motivational Interviewing, Seeking Safety, and Living the Balance.
- III. CONTRACTOR shall ensure all medically necessary covered services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- IV. CONTRACTOR shall allow the beneficiary to choose the person/agency providing the services to the extent feasible.
- V. If CONTRACTOR determines that it is unable to arrange for all services covered under this contract, CONTRACTOR shall notify COUNTY in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract.
- VI. CONTRACTOR shall provide the following services:
 - A. Individual Counseling
 1. Each session must be face to face contact at a DMC certified location to bill for the service.
 2. Individual counseling sessions will be focused on the client's treatment plan goals.
 3. Best practice models of treatment will be utilized, such as Cognitive Behavior Therapy and Motivational Interviewing.
 4. Individual counseling will include intake/assessment, treatment planning, crisis, collateral, and discharge planning.

B. Group Counseling

1. Group counseling sessions will be with two (2) or more clients and no more than twelve (12) clients with a focus on present client needs.
 - a. Sessions must be conducted in a confidential setting.
 - b. Sessions must have a group sign-in sheet that includes:
 - i. A typed or printed list of the Beneficiary's names and the signature of each Beneficiary that attended the counseling session
 - ii. A typed or printed name and signature of counselor(s) facilitating the session (certifying accuracy and completeness)
 - iii. The date of the counseling session
 - iv. The start and end times of the counseling session
 - v. The topic of the counseling session
 - c. A Beneficiary that is under the age of 18 years cannot participate in group counseling sessions with any participants that are 18 years or older
2. Group counseling will also utilize best practice models such as Seeking Safety, which is an educational and therapeutic model designed to meet the therapeutic needs of participants addressing issues such as substance use disorder and trauma.

C. Intensive Outpatient Treatment Services

1. Non-Perinatal face to face visits
2. Perinatal face to face visits

- D. CONTRACTOR shall ensure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by State or Federal law.
- E. CONTRACTOR shall ensure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR and all providers.
- F. CONTRACTOR shall work with the Patient's Rights Advocate contracted by COUNTY to ensure proper client interactions and interventions.
- G. CONTRACTOR will NOT provide detoxification services. Clients needing detoxification services will be referred to those local agencies that provide detox.

H. Service Delivery

1. Individuals may be self-referred or referred by family, law enforcement, Probation, Parole, Mendocino County, other community organizations, or medical professionals. CONTRACTOR shall provide services to clients without regard to client's county of residence.
2. CONTRACTOR shall give preference of treatment to: Pregnant injection drug users, pregnant substance abusers (both have to be admitted immediately), parenting injection drug users, and parenting substance users. CONTRACTOR agrees to assess individuals with these types of conditions within 48 working hours. If no openings exist, CONTRACTOR shall provide interim services until an opening is created. Injection drug users must be admitted to treatment no later than 14 days after making the request, or, if no capacity exists, provided with interim services. Contact is maintained to enroll them in treatment within 120 days of request.
3. CONTRACTOR shall follow the Youth Treatment Guidelines in developing and implementing youth treatment programs funded under this contract, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract, including: staff trained to work with youth; outreach services; providing an assessment of youth's development and cognitive levels; social, emotional, communication and self-help/independent living skills; and risk factors.
 - a. CONTRACTOR shall provide clients with an "Orientation Packet", which includes the following documents:
 - Group Rules and Guidelines
 - b. Authorization to Release or Receive Confidential Alcohol and/or Drug Treatment Information
 - c. Client Emergency Contact Information
 - d. Title 42 CFR Part 2 – 21796 Federal Register / Vol. 52, No.110 / Tuesday, June 9, 1987 / Rules and Regulations; Tuberculosis Get the Facts Brochure
 - e. Client Rights
 - f. Client's Rights to Access, Review and Amend Records
 - g. Medical Care Policy Client Agreement Form
 - h. Medical Marijuana Policy
 - i. Tuberculosis Policy Acknowledgement
 - j. Consent to Follow-Up

- k. Billing and Collections Policy
 - l. Participation Agreement and Consent To Treatment
 - m. Narcotics Anonymous Brochure
 - n. Alcoholics Anonymous Meeting Directory
 - o. Al-Anon Alateen Brochure
 - p. Consumer Resources Ukiah Area Brochure
 - q. Listing of Ukiah Area Resources
4. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. COUNTY shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve identified problem.
 5. CONTRACTOR shall ensure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
 6. CONTRACTOR shall be responsible for the provision of necessary resources to ensure the delivery of culturally competent DMC Outpatient Treatment Services.
 7. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 8. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a. Materials explaining services available to the public
 - b. Language assistance
 - c. Language interpreter and translation services
 - d. Video remote language interpreting services

I. Staffing

1. CONTRACTOR shall have a Medical Director who will evaluate medical necessity appropriateness and efficiency of services provided to clients, and ensures that physical examination requirements are met. The Medical Director responsibilities shall include but not be limited to: approval or involvement in each patient's treatment plan of care through review/approval of the patient plan, clinical consultation or case conferencing.

2. CONTRACTOR shall have a Program Manager overseeing operations; however the Program Manager will not provide client treatment.
3. Staff providing intake, assessment of need for services, treatment or recovery planning, and individual or group counseling to beneficiaries shall be licensed, registered or certified as defined in Title 9, CCR, Division 4, Chapter 8.
4. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, or individual or group counseling to participants or patients is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8. At least 30 percent (30%) of the staff shall be certified counselors or professionally licensed.
5. Staff providing direct client services shall maintain a current National Provider Identifier (NPI) and provide same to COUNTY's fiscal staff for billing purposes.
6. CONTRACTOR shall maintain treatment staff personnel records available for examination, and shall include: application for employment and/or resume; signed employment confirmation statement/duty statement; job description; performance evaluations; health screening completed within six months prior to employment and submitted within 15 days after employment, or submit a completed staff health questionnaire; annual TB Test results; other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries); training documentation relative to substance use disorders and treatment; current registration, certification, intern status, or licensure; proof of continuing education required by licensing or certifying agency and program; signed Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well; signed Electronic Agreement and Signature/Records Certification; signed confidentiality agreement; signed acknowledgement of training in Human Tracking.
7. CONTRACTOR shall have all staff complete, sign, and date annual confidentiality statements.

J. Clinical Record/Data Entry

1. CONTRACTOR shall be responsible for entering client and treatment services data into the COUNTY's electronic health record database. CONTRACTOR shall maintain antivirus software on their computers.
2. COUNTY shall provide any necessary setup and training to properly access and operate the COUNTY's electronic health record (EHR) database. The COUNTY will provide any needed troubleshooting or technical assistance for the electronic health record database, within the scope and capability of the COUNTY.

3. For each individual and group counseling session, the counselor who conducted the counseling session shall record a progress note for each Beneficiary who participated within seven (7) calendar days of the session. Client progress notes will be completed and maintained in compliance as outlined in Title 22.
4. The assessment will be completed on each beneficiary in accordance to Title 22. The treatment plan for each beneficiary shall be individualized, based on the information obtained during the intake and assessment process and be completed and maintained in compliance as outlined in Title 22.
5. Continued services justification. No sooner than five (5) months and no later than six (6) months after admission, or the completion of the most recent justification, the need for continued treatment must be determined by a physician.
6. Discharge Plans must be completed in the thirty (30) calendar days prior to the last face-to-face treatment session on all Beneficiaries by the therapist/counselor.
7. CONTRACTOR shall complete in electronic format and provide, the DHCS Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR) to COUNTY's Substance Use Disorders Treatment Services (SUDT) Deputy Director or his or her designee by the 10th of the following month.
8. CONTRACTOR shall complete and submit the California Outcome Measurement Service (CalOMS) admission, discharge, and annual update forms, as well as resubmissions of records containing errors or in need of correction to COUNTY's SUDT Deputy Director or his or her designee on time monthly. Failure to meet these standards on an ongoing basis may result in termination of contract.

K. Quality Improvement

1. CONTRACTOR shall use COUNTY approved clinical documentation and forms.
2. CONTRACTOR shall obtain approval from COUNTY Behavioral Health and Recovery Services (BHRS) Director or designee before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain COUNTY approval may result in the inability of CONTRACTOR to bill for services.
3. CONTRACTOR shall assure that no provider is on a list excluding them from billing Medi-Cal, such as:

- a. Office of General Inspector, General List of Excluded Individuals/Entities (LEIE)
 - b. DHCS Medi-Cal List of Suspended or Ineligible providers
 - c. Excluded Parties List System (EPLS)
 - d. System Award Management (SAM) Database
 - e. Social Security Administration's Death Master File (at hiring only)
 - f. Verification of licensure without restrictions
 - g. National Plan and Provider Enumeration System (NPPES)
4. CONTRACTOR shall run monthly checks on the exclusion list sites, as directed by the COUNTY, and provide COUNTY monthly reports.
 5. CONTRACTOR shall participate in the COUNTY beneficiary satisfaction surveys.
 6. CONTRACTOR shall submit to COUNTY all surveys by the due date.
 7. CONTRACTOR shall work with COUNTY to use data to identify trends and opportunities for improvement.
 8. CONTRACTOR shall have clients complete client satisfaction surveys upon discharge from services and submit copies to COUNTY within forty-five (45) calendar days from discharge. CONTRACTOR shall work with COUNTY to use data to identify trends and opportunities for improvement.
 9. CONTRACTOR shall participate in Quality Improvement Committee meetings and provide reports as requested by COUNTY and in relation to goals set in the Quality Improvement Work Plan.
 10. CONTRACTOR shall inform Beneficiaries of their right to a fair hearing related to:
 - a. Denial
 - b. Involuntary discharge
 - c. Reduction in DMC services as related to their eligibility or benefits
 11. CONTRACTOR shall ensure coordination of care with community health centers, law enforcement, county jail, mental health, and any other entity identified by COUNTY.
 12. CONTRACTOR shall make continuous quality improvements to ensure the appropriateness and effectiveness of the DMC SUDT services to meet the needs of the beneficiary as identified.

13. CONTRACTOR shall design and implement interventions for improving performance, and measure the effectiveness as needed.
14. CONTRACTOR shall ensure that all identified issues are tracked over time and reported to the COUNTY.
15. CONTRACTOR shall remain in compliance with COUNTY and DHCS requirements.
16. CONTRACTOR shall adhere to all BHRS SUDT policies and procedures. If CONTRACTOR is not in compliance, COUNTY will start the corrective action process. COUNTY shall continue to work with CONTRACTOR until CONTRACTOR is in compliance with requirements or CONTRACTOR services have been terminated.

L. Record Keeping/Reporting

1. CONTRACTOR shall maintain client records and shall maintain the integrity of the clients' health care information pursuant to W&I Code, Section 14124.1 and 42 CFR Section 433.32, and 22 CCR Section 51341.1. Records shall be organized in a systematic fashion and include for each service rendered to whom the service was rendered and the date of service. Records shall be stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to counselors and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). Client records shall be maintained for a minimum of three (3) years from date of last face to face contact.

M. Reviews/Audits

1. COUNTY shall conduct clinical chart audits, billing code audits, and program monitoring reviews of CONTRACTOR. In preparation CONTRACTOR shall provide COUNTY all requested information and data requested. Information and data may be requested monthly to remain in compliance with set standards. COUNTY shall notify CONTRACTOR in writing of the audit results. Corrective Action Plans shall be issued for any items found out of compliance during chart audits.
2. CONTRACTOR shall participate, as needed, in the DHCS reviews/audits, including DMC reviews/audits. In preparation, CONTRACTOR shall provide COUNTY all requested information and data to maintain compliance.
3. CONTRACTOR shall conduct clinical chart reviews, using the COUNTY approved chart audit tool, on at least a quarterly basis.
4. CONTRACTOR shall provide copies of all reviews/audits to COUNTY Quality Assurance/Quality Improvement within thirty (30) days of completion.

5. CONTRACTOR shall provide a timely response as designated by state, to all audit findings and corrective action plan documents as required by COUNTY or state.

N. Confidentiality and Security

1. CONTRACTOR and its employees and agents shall protect from unauthorized disclosure the names and other identifying information concerning clients either receiving services pursuant to this agreement or concerning persons whose names or identifying information become available or are disclosed to Contractor, or Contractor's employees and agents, as a result of providing services performed under this agreement, except for statistical information and not identifying such persons.
2. CONTRACTOR shall comply with all applicable State and Federal statutes and regulations regarding confidentiality and security, including, but not limited to, the confidentiality and security of information requirements in the following:
 - a. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
 - b. 42 U.S.C. §290dd-2
 - c. Title 42, C.F.R., Part 2
 - d. Title 45, C.F.R., §96.132(e).
 - e. Section 14100.2 of the Welfare and Institutions Code
 - f. Section 11845.5 of the Health and Safety Code
 - g. Title 22, California Code of Regulations, Section 51009
 - h. Sections 56 through 56.37 of the Civil Code (the Confidentiality of Medical Information Act)
 - i. Sections 123100 through 123149.5 of the Health and Safety Code (Patient Access to Medical Records)

O. Reports

1. CONTRACTOR shall provide to COUNTY monthly, quarterly, and annual information, data, and reports as required, including, but not limited to, the following:
 - a. Report on clients' source of referral for services
 - b. Report on clients' class attendance, frequency, and participation
 - c. Copies of group sign-in logs

- d. Report tracking time frame from beneficiary assessment to beginning services
 - e. Report tracking outcomes with discharge report at end of treatment cycle for each beneficiary
 - f. Client Satisfaction Surveys
 - g. Copies of current DMC Site Certification, fire clearance chart of site floor plan with designated treatment rooms identified
 - h. Flow chart of beneficiary from intake through discharge
 - i. Quarterly Training Log
 - j. Annual program report
 - k. List of current personnel, copies of their current licenses, certifications, and NPI numbers
 - l. Grievances/complaints received by the CONTRACTOR which shall be clearly documented and reported immediately to the COUNTY QA/QI Unit.
 - m. Fiscal reports that reflect due diligence and adherence to State DMC regulations and guidelines
 - n. Annual cost report (forms will be provided by COUNTY to CONTRACTOR for completion and return in a designated time frame established by COUNTY)
2. COUNTY reserves the right to add performance indicators to the submission packet by informing the CONTRACTOR of new indicator requirements by letter from the BHRS Director. CONTRACTOR agrees to submit all performance indicators to COUNTY within thirty (30) days of receipt of the letter from COUNTY.

P. Technical Assistance and Training

- 1. CONTRACTOR agrees to be subject to oversight reviews within each sub-heading:
- 2. Programmatic:

CONTRACTOR agrees to be subject to oversight reviews of programmatic service provision that satisfy State Department of Health Care Services, Compliance Reviews and Audits. These reviews/audits evaluate, but are not limited to, the following:

- a. Access

- b. Beneficiary protection
 - c. Evidence Based Treatment Models
 - d. Target population service provision
 - e. Program integrity
 - f. Service provision
 - g. Data management
 - h. Approved claim dollars per beneficiary
 - i. Process barriers
3. COUNTY shall provide Technical Assistance and Training to ensure that CONTRACTOR complies with all components of Drug Medi-Cal requirements.
 4. CONTRACTOR and its employees shall attend all COUNTY required trainings related to Outpatient Treatment Services; topics shall include Title 22, Drug Medi-Cal, and Privacy Security. CONTRACTOR shall submit to COUNTY copies of agendas, sign-in sheets, handouts, and flyers, for all trainings including cultural competency provided by CONTRACTOR to CONTRACTOR staff.

Q. Financial Records

1. CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which compensation, pursuant to this agreement, is claimed. Any appointment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of the services rendered. COUNTY, Federal, and State officials shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to the subject matter of this agreement for the purposes of auditing or examining the activities of CONTRACTOR. Except where longer retention is required by Federal or State law, CONTRACTOR shall maintain records for five (5) years after COUNTY makes final payment of compensation to CONTRACTOR under this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.
2. CONTRACTOR shall make available to COUNTY, its authorized agents, officers, or employees, for examination any documents relating to the provision of Outpatient Treatment Services including pertinent fiscal and clinical documentation for expenditures and disbursements charged to COUNTY; CONTRACTOR shall furnish documents, other evidence or information as the COUNTY may require with regard to any such expenditure

or disbursement charged by the CONTRACTOR to COUNTY, its authorized agents, officers or employees within sixty (60) days of request.

3. CONTRACTOR shall accept proof of eligibility for DMC as payment in full for treatment services rendered, except where share of cost, as defined in CCR Title 22, Section 50090, is applicable. CONTRACTOR shall not charge fees to a client for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.

R. Cultural Competency

1. CONTRACTOR shall provide culturally competent services by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
2. CONTRACTOR shall coordinate with COUNTY to comply with annual cultural competency skills training for its staff.
3. COUNTY shall develop and revise the Cultural Competency Plan annually in collaboration with stakeholders.
4. CONTRACTOR shall utilize industry experts to augment annual training for target populations in Mendocino County.
5. Areas of focus in the implementation of the cultural competence plan shall include, but not be limited to, elimination of the disparities in service delivery to special populations (Latino and Native American beneficiaries).

S. Compliance

1. CONTRACTOR acknowledges, and understands all current requirements of the California State DHCS for the provision of DMC Outpatient drug-free treatment.
2. CONTRACTOR is required to comply with the following regulations:
 - a. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - b. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1
 - c. Minimum Quality Treatment Standards (Attached as 2F(a))
 - d. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
 - e. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

3. CONTRACTOR shall inform the COUNTY immediately of any triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location).
4. All services that do not meet medical necessity are not sufficient to achieve the purpose for which the services are furnished, and shall be disallowed. All services disallowed are to be reimbursed by CONTRACTOR to COUNTY within thirty (30) days from the notice of disallowance. Reimbursement for such disallowance shall include reimbursement of DMC. CONTRACTOR shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified, unregistered or unlicensed providers.
5. Restriction on Distribution of Sterile Needles. No funds made available through this agreement shall be used to carry out any program distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
6. CONTRACTOR shall (i) establish written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the CONTRACTOR and its providers or any failure to comply with these requirements:
 - a. HSC, Division 10.5, commencing with Section 11760; (alcohol & drug use and government's role)
 - b. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000; (Administration of SUD Programs)
 - c. The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007
 - d. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137; (Fiscal and administrative requirement)
7. Hatch Act. CONTRACTOR agrees to comply with the provision of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
8. No Unlawful Use or Unlawful Use Messages Regarding Drugs. CONTRACTOR agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use

is unlawful, of drugs or alcohol. By signing this contract, CONTRACTOR agrees that it will enforce these requirements.

9. Trafficking Victims Protection Act of 2000. CONTRACTOR and providers shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).
10. CONTRACTOR shall ensure compliance with Title 42 of the Code of Federal Regulations, Part 54: Nondiscrimination and Institutional Safeguards for Religious Providers, all Health and Human Services Agency (HHSA), Behavioral Health and Recovery Services (BHRS), Substance Use Disorder Treatment (SUDT) programs and shall not discriminate against individuals on the basis of religion. In addition, religious organizations shall be equally eligible for receipt of subcontracts, and shall establish a referral process to a reasonably accessible program for those clients who may object to the religious nature of the program. Within a reasonable period of time after the date of such objection, program beneficiary shall have rights to notice, referral and alternative services. In such cases, CONTRACTOR will report to COUNTY any objections raised by a client over referrals to religious provider organizations, and referral to alternate source and the funding of the alternate service, within 30 days.
11. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of COUNTY, in the sole discretion of COUNTY. For any finding of CONTRACTOR'S non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance, notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) written notice.

T. Communication Plan

CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with media.

U. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

V. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

- I. COUNTY will reimburse CONTRACTOR based on Drug Medi-Cal (DMC) eligible units of service that are billed to COUNTY. COUNTY will reimburse at no more than the current DMC rate for any eligible unit of service provided. Rate is set by State and effective July 1st of each year (2017/18 rates shown below).

SERVICES:

Description	Unit of Service (UOS)	Billing Code	FY 2017-18 UOS Rate
Outpatient Drug Free (ODF) Individual Counseling	Face to Face Visit (per person)	H0004	\$76.91
ODF Group Counseling	Face to Face Visit (per person)	H0005	\$30.89
Intensive Outpatient Treatment Non-Perinatal	Face to Face Visit	H0015	\$58.53
Intensive Outpatient Treatment Perinatal	Face to Face Visit	H0015	\$87.21

- II. Payment for covered DMC services shall only be made pursuant to applicable provisions of Title XIX of the Social Security Act; the Welfare & Institutions Code; California's Medicaid State Plan; and the CCR, Title 22, sections 51341.1, 51516.1, and 51490.1.
- III. CONTRACTOR shall submit its bills monthly by the 10th of each month following the month of service basis in a form approved by COUNTY's Auditor and BHRS Director.
- IV. COUNTY shall make payment to CONTRACTOR within sixty (60) days from receipt of payment from the State for CONTRACTOR's correct and approved invoice which has been signed by CONTRACTOR and noted to be signed under penalty of perjury.
- A. The invoices shall show or include:
1. Dates of services covered.
 2. The task(s) performed.
 3. Designation of sessions as individual or group as follows:
 - a. Duration for an individual session must be fifty (50) to sixty (60) minutes and be indicated as one of the following types: intake, crisis intervention,

collateral services (Title 22 definition), or treatment planning and discharge planning.

- b. Duration for a group session must be ninety (90) minutes and must document at least two (2) group participants and less than twelve (12) participants, with billing for DMC participants only.
- c. Any variation of these time frames is not billable to DMC and will not be reimbursed to CONTRACTOR; reimbursement will be based on the current DMC rate set by the state.

B. Expenses not expressly authorized by this agreement shall not be reimbursed.

C. COUNTY shall complete form ADP10224 (11/11) titled "Drug Medi-Cal Certification for Federal Reimbursement". For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration or cancellation of this agreement.

V. CONTRACTOR agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". The audit shall be completed by the end of the ninth month following the end of the audit period. Any agreement the CONTRACTOR enters into with an audit firm doing the single organization wide audit shall include a provision to provide access by the State or Federal Government to the working papers of the independent auditor.

VI. CONTRACTOR agrees to maintain and preserve any pertinent books, documents, papers and records related to this subcontract until three years after termination of this Agreement and final payment from the Department of Health Care Services (DHCS) to CONTRACTOR. CONTRACTOR further agrees to allow DHCS, or any duly authorized representative, to access, examine, or audit such records and to allow interviews of any employees who might reasonably have information related to such records.

Payments under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount 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 action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Redwood Community Services, Inc.,
DBA Arbor Outpatient Drug Free Clinic**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. 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.
2. 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women

22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 4/10/19
P.O. Box 2077, Ukiah, CA 95482
Address of CONTRACTOR


CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

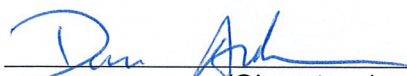
- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Dan Anderson

(Type Name)

Executive Director

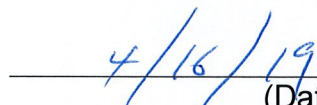
(Title)


(Signature)

Redwood Community Services, Inc.
DBA Arbor Outpatient Drug Free Clinic
(Organization Name)

P.O. Box 2077
Ukiah, CA 95482

(Organization Address)


(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

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

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

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- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

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- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

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- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.


XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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Signature Page

Dan Anderson
Contractor Name (printed)


Contractor Signature

Chief Executive Officer
Contractor Title

Redwood Community Services, Inc.
DBA Arbor Outpatient Drug Free Clinic
Contractor's Agency Name

4/16/19
Date

ADDENDUM B
Business Associate – Qualified Service Organization Agreement

THIS HIPAA BUSINESS ASSOCIATE and QUALIFIED SERVICE ORGANIZATION AGREEMENT (the "Agreement") is entered into effective July 1, 2019 (the "Effective Date"), by and between **Redwood Community Services, Inc., DBA Arbor Outpatient Drug Free Clinic** ("Business Associate") and **Mendocino County** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. Business Associate is also a Qualified Service Organization (QSO) under 42 CFR, Part 2 and agrees to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information. Therefore, if Business Associate is functioning as a Business Associate or QSO to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this Business Associate Agreement.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the HIPAA and CFR 42 Part 2 Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

Specific definitions:

- (a) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Redwood Community Services, Inc., DBA Arbor Outpatient Drug Free Clinic***.
- (b) **Qualified Service Organization**. "Qualified Service Organization" shall generally have the same meaning as defined in 42 CFR 2.11, and in reference to the party to this agreement, shall mean ***Redwood Community Services, Inc., DBA Arbor Outpatient Drug Free Clinic***.

- (c) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Mendocino County***.
- (d) **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 as well as the HITECH Act.
- (e) **CFR 42 Part 2**. "CFR 42 Part 2" shall mean the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) **Limitations on Uses and Disclosures of PHI**. Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations. See Permitted Uses and Disclosures by Business Associate below.
- (b) **Required Safeguards To Protect PHI**. Use, and document the implementation of, appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) **Reporting of Improper Use and Disclosures or Breaches of Unsecured PHI**. Report to Covered Entity within 24 business hours of Business Associate becoming aware of any use or disclosure of protected health information not provided for by the Agreement. Business Associate shall also report to Covered Entity within 24 business hours any breaches of unsecured protected health information as required at 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
Mendocino County Behavioral Health
1-866-791-9337

- (d) **Mitigation of Harmful Effects**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not

limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

- (e) **Agreements by Third Parties.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (f) **Access to Information.** Within five (5) business days of a request by the Covered Entity, make available protected health information in a designated record set as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event an individual delivers directly to the Business Associate a request for access to protected health information, the Business Associate shall within two (2) business days forward such request to the Covered Entity;
- (g) **Availability of PHI for Amendment.** Within five (5) business days of request of a Covered Entity, make amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. This includes, but is not limited to, the Business Associate providing such information to the Covered Entity for amendment and incorporation of any such amendment(s) in the protected health information. In the event an individual delivers directly to the Business Associate a request for amendment(s) to protected health information, the Business Associate shall within two (2) business days forward such request to the Covered Entity;
- (h) **Documentation of Disclosures.** Maintain a record of all disclosures of protected health information and information related to such disclosures, including the name of the recipient and the date of disclosure. If known, the records shall also include, the address of the recipient of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure which includes an explanation of the basis of such disclosure;
- (i) **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment,

payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity;

- (j) **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
- (k) **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI (ePHI) on behalf of Covered Entity, Business Associate shall:
 - (i) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (ii) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (iii) Report to Covered Entity any security incident of which Business Associate becomes aware.
- (l) **Business Associate as Agent of Covered Entity.** To the extent the 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 shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information:
 - (i) To carry out its duties to the Covered Entity pursuant to the terms of the Relationship;

- (ii) For its own proper management and administration; and
 - (iii) To carry out its legal responsibilities.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to limit uses and disclosures and requests for protected health information to the minimum amount necessary to accomplish the purpose of the request, use, or disclosure, and consistent with the Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Additionally, Business Associate must obtain an agreement from the receiving party to immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (e) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate within five (5) business days of notice of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate within five (5) business days of notice of any changes in, or revocation of, the permission by an individual to use or disclose his or her 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 within five (5) business days of notice of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

42 CFR Part 2 – Substance Abuse Treatment PHI

- (a) **Qualified Service Organization Status.** To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by 42 CFR, Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law. Business Associate/QSO acknowledges that in receiving, storing, processing or otherwise dealing with any PHI from the Covered Entity, it is fully bound by HIPAA and 42 C.F.R. Part 2.
- (b) **Judicial and Administrative Proceedings.** Business Associate/QSO will resist any efforts, including judicial proceedings, to obtain PHI except as provided in 42 C.F.R. Part 2. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
- (c) **Limitations.** Business Associate/QSO may use and/or disclose PHI for the proper management and administration of its business, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Business Associate/QSO may use and/or disclose PHI to carry out its legal responsibilities, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Business Associate/QSO may use PHI to report violations of law as permitted by HIPAA and 42 C.F.R. Part 2.
- (d) **Notification.** Covered Entity will notify Business Associate/QSO of any changes in or revocation of, authorization by an Individual to use or disclose PHI. Covered Entity will notify Business Associate of any Individual requests for restrictions to the use or disclosure of PHI. Business Associate acknowledges it is fully bound by HIPAA and 42 C.F.R. Part 2.
- (e) **CFR 42 Part 2 Precedence.** Mandatory provisions of HIPAA preempt provisions of the Agreement. Provisions of the Agreement not mandated by HIPAA but nonetheless permitted by HIPAA will control. In the event of inconsistencies between HIPAA and 42 C.F.R. Part 2, the more restrictive rule will control.

Parties will comply with any and all federal, state and local laws pertaining to client confidentiality including, but not limited to, state mental health and developmental disability confidentiality law, state and federal drug and alcohol confidentiality laws and state AIDS/HIV confidentiality laws.

Term and Termination

- (a) **Term.** The Term of this Agreement shall be effective as of July 1, 2019, and shall terminate at the time *Redwood Community Services, Inc., DBA Arbor Outpatient Drug Free Clinic* ceases to provide Drug Medi-Cal services for

Mendocino County or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

- (b) **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement. At the Covered Entity's option, the Covered Entity may permit the Business Associate to cure or end any such violation within the time specified by the Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
- (c) **Obligations of Business Associate Upon Termination.**
- (i) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, at the Covered Entity's discretion and direction, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to protected health information that is in the possession of the Business Associate or agents of the Business Associate. Business Associate shall retain no copies of the protected health information.
 - (ii) Upon termination of this Agreement for any reason, Business Associate may retain certain protected health information for its own management and administration or to carry out its legal responsibilities at the discretion of the Covered Entity. With respect to such protected health information necessary for Business Associate's own management and administration or to carry out its legal responsibilities which was received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:
 - 1) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2) Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 4) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at

paragraph (d) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

- 5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (d) **Survival**. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

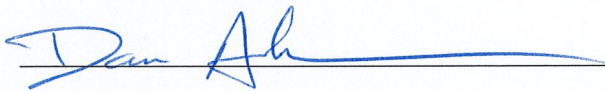
- (a) **Regulatory References**. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA, CFR 42 Part 2, HITECH, the Privacy Standards, Security Standards or Transactions Standards and any other applicable law.
- (c) **Interpretation**. Any ambiguity in this Agreement shall be interpreted to require compliance with the HIPAA Rules and CFR 42, Part 2.
- (d) **Injunctive Relief**. Business Associate stipulates that its unauthorized use or disclosure of protected health information while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- (e) **Indemnification**. Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
- (f) **Exclusion from Limitation of Liability**. To the extent that Business Associate has limited its liability under the terms of this Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of protected health information.
- (g) **Owner of Protected Health Information**. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any protected health information used or disclosed by or to Business Associate by Covered Entity.

(h) **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

(i) **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

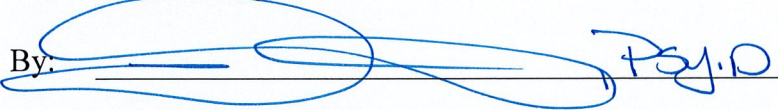
Redwood Community Services, Inc.
DBA Arbor Outpatient Drug Free Clinic

By:  _____

Name: Dan Anderson

Title: Chief Executive Officer

Mendocino County

By:  _____

Name: Jenine Miller, Psy.D.

Title: HHSA Assistant Director / Behavioral Health Director

ATTACHMENT 1



Mendocino County HHSA BHRS Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor:

Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____

Date: _____

Approved By: _____

Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	

ATTACHMENT 2

Minimum Quality Drug Treatment Standards for DMC

Document 2F(a)

Minimum Quality Drug Treatment Standards for DMC

Compliance with the following Minimum Quality Treatment Standards is required in addition to CCR Title 9 and 22 regulations for all SUD treatment programs either partially or fully funded through DMC. If conflict between regulations and standards occurs, the most restrictive shall apply.

A. Personnel Policies

1. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
 - a) Application for employment and/or resume;
 - b) Signed employment confirmation statement/duty statement;
 - c) Job description;
 - d) Performance evaluations;
 - e) Health records/status as required by program or Title 9;
 - f) Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
 - g) Training documentation relative to substance use disorders and treatment;
 - h) Current registration, certification, intern status, or licensure;
 - i) Proof of continuing education required by licensing or certifying agency and program; and
 - j) Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.
2. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
 - a) Position title and classification;
 - b) Duties and responsibilities;
 - c) Lines of supervision; and
 - d) Education, training, work experience, and other qualifications for the position.
3. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

- a) Use of drugs and/or alcohol;
 - b) Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
 - c) Prohibition of sexual contact with beneficiary's;
 - d) Conflict of interest;
 - e) Providing services beyond scope;
 - f) Discrimination against beneficiary's or staff;
 - g) Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;
 - h) Protection beneficiary confidentiality;
 - i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
 - j) Cooperate with complaint investigations.
4. If a program utilizes the services of volunteers and or interns, procedures shall be implemented which address:
- a) Recruitment;
 - b) Screening;
 - c) Selection;
 - d) Training and orientation;
 - e) Duties and assignments;
 - f) Scope of practice;
 - g) Supervision;
 - h) Evaluation; and
 - i) Protection of beneficiary confidentiality.
5. Written roles and responsibilities and a code of conduct for the medical director shall be clearly documented, signed and dated by a program representative and physician.

B. Program Management

1. Admission or Readmission

- a) Each program shall include in its policies and procedures written admission and readmission criteria for determining beneficiary's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. DSM diagnosis;
 - ii. Use of alcohol/drugs of abuse;
 - iii. Physical health status; and
 - iv. Documentation of social and psychological problems.
- b) If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.
- c) If a beneficiary is admitted to treatment, a consent to treatment form shall be signed by the beneficiary.
- d) The medical director shall document the basis for the diagnosis in the beneficiary record.
- e) All referrals made by program staff shall be documented in the beneficiary record.
- f) Copies of the following documents shall be provided to the beneficiary upon admission:
 - i. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.
- g) Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:
 - i. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay;
 - ii. Complaint process and grievance procedures;
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations and regulations.
- h) Where drug screening by urinalysis is deemed medically appropriate the program shall:
 - i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
 - ii. Document urinalysis results in the beneficiary's file.

2. Treatment

A. Assessment for all beneficiaries shall include:

- i. Drug/Alcohol use history;
- ii. Medical history;
- iii. Family history;
- iv. Psychiatric/psychological history;
- v. Social/recreational history;
- vi. Financial status/history;
- vii. Educational history;
- viii. Employment history;
- ix. Criminal history, legal status; and
- x. Previous SUD treatment history.

B. Treatment plans shall be developed with the beneficiary and include:

- i. A problem statement for all problems identified through the assessment whether addressed or deferred;
- ii. Goals to address each problem statement (unless deferred);
- iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion;
- iv. Typed or legibly printed name, signature, and date of signature of primary counselor, beneficiary, and medical director; and
- v. All treatment plans shall be reviewed in accordance with CCR Title 22 requirements and updated to accurately reflect the beneficiary's progress or lack of progress in treatment.

C. Progress notes shall document the beneficiary's progress toward completion of activities and achievement of goals on the treatment plan.

D. Discharge documentation shall be in accordance with CCR Title 22 51341.

- i. A copy of the discharge plan shall be given to the beneficiary.