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ACCT 500 pg 13
CT AMT .03 / .03
ANNUAL TOTAL

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract made this 1st day of August, 2017 between:

COUNTY: Siskiyou County Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
(530) 841-4100
(530) 841-4744 FAX

And

CONTRACTOR: Visions of the Cross, Inc.
Attn: Steve Lucarelli, Executive Director
3648 El Portal
Redding, CA 96002
(530) 722-1114
(530) 722-1115 Fax

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2017, and shall terminate on June 30, 2020, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" and "B" attached hereto and hereby incorporated by reference.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Siskiyou County Human Services Agency Director or his or her designee.

- 3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Services shall not exceed appropriated funding.
- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 Date for Payment of Compensation: County will make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management: Contractor shall report to the Siskiyou County Human Services Agency Director (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the

certificate of insurance otherwise required by this Contract shall be replaced with a "consent to self-insure" issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate**

Holder” or other similar language is NOT sufficient satisfaction of the requirement. Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor’s payments.
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.

- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding, and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

a. Pursuant to California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 2, Article 1, Section 1810.430 (d)...services shall meet federal contracting requirements as provided in Title 42, CFR, Section 438.6(l), and shall include the following provisions:

(1) Treatment requirements, as a condition for reimbursement for services, that ensure beneficiaries will receive the same level of services as provided to all other patients served.

(2) Assurances that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

(3) Specifics on how the facility shall make records available for authorized review for fiscal audits, program compliance and beneficiary complaints.

b. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any Contractor who receives a total of

\$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If Contractor is subject to Annual Audit requirements, Contractor is required to submit a copy of the completed audit to Siskiyou County Human Services Agency department no later than thirty (30) days after term of contract, or as otherwise agreed to in writing by County and Contractor.

- c. Disclosures: Medicaid Managed Care Entities, as defined in 42 C.F.R. § 455.101 and 42 C.F.R. 438.2, and subcontractors must disclose certain information pursuant to 42 C.F.R. § 455.101, 455.104, and 455.106(a)(1),(2), and the Department of Health Care Services (DHCS) contract with the County, Contract # 12-89398, Exhibit A, Attachment I, Section 19. Contractor will disclose this information in accordance with the DHCS contract, located on the Siskiyou County Behavioral Health Division web page at:

<http://www.co.siskiyou.ca.us/content/behavioral-health-services-division>

In the main center column of this page in the Section named "Behavioral Health Services Resource Center, look for the Resource Title "Specialty Mental Health Service Agreement 05-11-13 to 06-30-18", and select "Download File" next to this resource title.

- d. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, Contractor must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this Contract, or County may elect to terminate the Contract.

Contractor may not be listed on the Excluded Parties Listing System (EPLS) (<http://www.sam.gov>) prior to or during the Contract. The Contract will not be awarded to Contractor if Contractor appears on the EPLS database as suspended or debarred.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Confidentiality: All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of

the Welfare and Institutions Code in accordance with applicable State and Federal law.

5.22 Patients' Rights: Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5323; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.

5.23 Health Insurance Portability And Accountability Act (HIPAA): Contractor shall comply with, and assist Siskiyou County Human Services Agency in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows:

a. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of title 42, United States code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

b. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.

c. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.

- d. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designed by County, or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
- e. Termination of Agreement: Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given the opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
- f. Destruction of PHI: Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protection of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.

5.24 Grievance Procedure: If Contractor is required by ordinance, regulation, policy, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor grievance procedure prior to providing services under this Contract.

5.25 Changes in Regulations: If Siskiyou County Human Services Agency notifies Contractor of a change in County or State regulations or guidelines affecting contract activities, Contractor shall choose one of the following options and notify the County in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that Contractor's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that Contractor is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by County; or (3) Notify Siskiyou County Human Services Agency of termination of the Contract or seek modification of any terms of the Contract materially affected by a regulation or guideline change.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

County Siskiyou County Human Services Agency
 Behavioral Health Division
 Attn: Fiscal Officer
 2060 Campus Drive
 Yreka, California 96097
 (530) 841-4732
 (530) 841-4744 Fax
 rbullock@co.siskiyou.ca.us

Contractor Visions of the Cross, Inc.
 Attn: Steve Lucarelli, Executive Director
 3648 El Portal
 Redding, CA 96002
 (530) 722-1114

- 8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract,

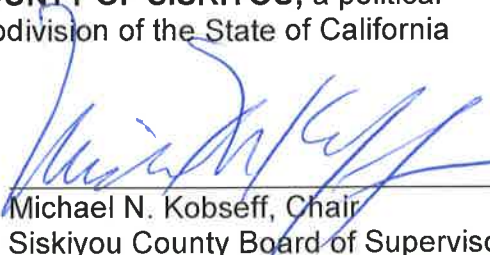
County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

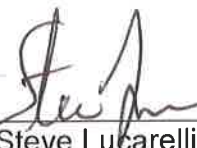
- 8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11 Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12 Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13 Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

Executed in Yreka, California, on the date and year first above written.

COUNTY OF SISKIYOU, a political
subdivision of the State of California

CONTRACTOR: Visions of the Cross, Inc.

By: 
Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

By: 
Steve Lucarelli
Executive Director

Taxpayer I.D. On File

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 
Deputy

ACCOUNTING INFORMATION:

Fund	Org	Account	Activity
2134	401100	740000	
2135	401130	740000	
2129	401031	740000	163A

EXHIBIT A

1. SCOPE OF SERVICES:

CONTRACTOR agrees to provide licensed alcohol and other drug recovery house services for individuals referred by County Alcohol and Drug Services for women and women with children.

A. Alcohol and drug recovery house services are defined for the purpose of this contract as a community-based peer group oriented residential facility that provides food, shelter, and certain services in a supportive substance-free environment for the ambulatory and mentally competent recovering substance abusers.

B. The services include:

- 1) Room and board.
- 2) Group sessions to address problems in social, occupational, residential, and other areas.
- 3) Individual counseling and support.
- 4) Liaison on behalf of client in utilizing county and private services.
- 5) Other program services in agreement with the purposes and standards as set forth by the State Guidelines.
- 6) Administrative services as required by the same State Alcohol and Drug program Guidelines

C. If CONTRACTOR is required to provide Tuberculosis testing for individuals referred through this contract, COUNTY agrees to reimburse CONTRACTOR for the cost of such tests.

2. RATE OF PAY:

Services rendered shall be at a rate per unit of service. One unit equals 24 hours room and board and social rehabilitation services for each person in a substance-free environment, and includes group sessions, home use management services and supervision. The rate of pay for residential treatment services is One Hundred and No/100 Dollars (\$100.00) per day for women and women with children. The rate of pay for sober living services is Eight Hundred and No/100 Dollars (\$800.00) per month for women and women with children. This fee includes counseling, sober living housing, drug testing, gym membership and case management. The rate of pay for sober living services with a food card is One Thousand and No/100 (\$1,000.00) per month for women and women with children. The rate of payment for Tuberculosis testing is \$13.00 per test. It is understood that COUNTY will pay for residential treatment services provided to

clients who have been evaluated and referred to CONTRACTOR by County Alcohol and Drug Services.

3. LOCATION:

This contract shall be applicable to the facilities listed below:

Visions of the Cross, Inc.
Residential Center
3648 El Portal Ave.
Redding, CA 96002

Visions of the Cross, Inc.
Residential Center
3617 Ricardo Ave. #6, 7, 8.
Redding, CA 96002

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 12-89398 located at: <http://www.co.siskiyou.ca.us/BHS/InfoRes.aspx>.

Exhibit B

Substance Use Disorder Programs

1. Services

Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner, and in accordance with applicable federal and state statutes and regulations, including, but not limited to, sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards, and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Siskiyou County Department of Health and Human Services to serve special populations and groups, as applicable, County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The Multi-Year (DHCS) State-County contract may be found on the Behavioral Health website at: http://www.co.siskiyou.ca.us/sites/default/files/docs/BH-20161012_State_County_Substance_Use_Disorder_Contract.pdf. Contractor shall adhere to the applicable provisions of the Multi-Year (DHCS) State-County Contract referenced below in their entirety.

1.1 Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable). The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.2 Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.3 No Unlawful Use Messages Regarding Drugs. Contractors will agree 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 (HSC Section 11999-11999.3). [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.4 Noncompliance with Reporting Requirements. Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.5 Limitations on use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812). [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.6 Restriction on Distribution of Sterile Needles. No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.7 Health Insurance Portability and Accountability Act (HIPAA) of 1996. If any of the work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.8 Nondiscrimination and Institutional Safeguards for Religious Providers. Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.9 Counselor Certification: Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. 13010. (Document 3H) [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.10 CLAS Standards: To ensure access to quality care by diverse populations, each service provider receiving funds from the NNA/DMC Single State-County Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.11 Intravenous Drug Use (IVDU) Treatment. Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(b) of PHS Act). [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.12 Tuberculosis Treatment. Contractor shall ensure that TB services shall be routinely available to each individual receiving treatment for alcohol and other drug use and/or abuse; reduce barriers to patients accepting TB treatment; and, develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.13 Trafficking Victims Protection Act of 2000: Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). The County is authorized to terminate the contract, without penalty, if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.14 Tribal Communities and Organizations. Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance abuse use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/AN communities within the County. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.15 Youth Treatment Guidelines. Contractor or subcontractor if applicable will follow the guidelines in Document 1V. Incorporated by this reference, "Youth Treatment Guidelines", in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.16 Perinatal Services Network Guidelines: Perinatal programs shall comply with the Perinatal Services Network Guidelines 2016 until such time new Perinatal Services Network Guidelines are established and adopted. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.17 Restrictions on Grantee Lobbying-Appropriations Act Section 503. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before Congress, except in presentation to the Congress itself or any State legislature. Nor will any appropriation contained in this Act be used to pay the salary or expenses of any grant or contract recipient, or agent during for such recipient, related to any activity

designed to influence legislation or appropriations pending before the Congress or any State legislature. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.18 Nondiscrimination in Employment and Services. By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.19 Re-Certification Events: Contractor shall notify DHCS and the County Alcohol and Drug Administrator within the timeframes noted in the applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1.20 Federal and State Excluded, Suspension and Debarment List: The County and the Contractor shall comply with the provisions of Title 42 § 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs from having a relationship with the County or Contractor.

1.21 Charitable Choice Requirements: Contractors shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. Contractors that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the Contractor's program and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the Contractor's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30, for referrals made during the fiscal year. [DHCS State-County Contract, Exhibit A, Attachment I, Part III].

1.22 Access to Drug/Medi-Cal Services: When a request for covered services is made by a beneficiary, services shall be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. [DHCS State-County Contract, Exhibit A, Attachment I, Part V].

1.23 Contractors that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements; implement at least two of the evidence-based practices referenced in the Drug/Medi-Cal Organized Delivery System Waiver Standard Terms and Conditions; provide culturally competent services with access to oral interpretation services in the threshold languages; and provide access to or linkage with Medication Assisted Treatment, as clinically indicated.

2. Program Evaluation

2.1 Contractor shall maintain books, records, files, documents and evidence directly pertinent to work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with State Department of Health Care Services (hereinafter "DHCS") regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of five (5) years after the termination of the Agreement. Contractor agrees to extend to the DHCS and to the County and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of Contractor's program with reasonable notice.

2.2 Formal evaluation of the program shall be made annually through a Provider Self-Audit and on-site visit. This evaluation shall result in a written report to the Contractor within fifteen (15) working days of the site visit. Any report that results from a site visit shall be submitted to the Contractor within fifteen (15) working days. Contractor shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.

2.3 Contractor shall maintain fiscal, administrative, and programmatic records and such other data as may be required by the County Alcohol and Drug Administrator for program and research requirements.

2.4 Contractor shall notify the County Alcohol and Drug Administrator within two business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP). Contractor shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the County Alcohol and Drug Administrator.

3. Records

3.1 Contractor and the County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, dated June 9, 1987), the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. Contractor shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance.

3.2 Where contracts exceed \$10,000 of state funding – the contractor shall be subject to examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

3.3 Contractor shall allow DHCS, HHS, the California State Auditor and other authorized federal and state agencies, or their duly authorized representatives to inspect books, records and facilities, as permitted by law.

3.4 The Contractor, if applicable, shall maintain medical records required by Title 22 of the California Code of Regulations, and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations.

3.5 Contractor is responsible for the repayment of all exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under the Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to County.

3.6 Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

4. Unusual Occurrence and Incident Reporting

4.1 Contractor shall report unusual occurrences to the County of Siskiyou Alcohol & Drug Program Site Supervisor or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

4.2 Unusual occurrences are to be reported to the County within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

- 4.2.1 Complete written description of event including outcome;
- 4.2.2 Written report of Contractor's investigation and conclusions;
- 4.2.3 List of persons directly involved and/or with direct knowledge of the event.

4.3 The County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

4.4 Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. Contractor shall notify the County Alcohol and Drug Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

5. Applicable Fee(s)

5.1 Contractor shall charge participant fees. No one shall be denied services based solely on ability or inability to pay.

5.2 Contractor shall perform eligibility and financial determinations in accordance with a fee schedule approved by the Chief of Alcohol and Drug Programs for this purpose. Individual income, expenses, and number of dependents shall be considered in formulating the fee schedule and in its utilization.

5.3 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

5.4 Contractor shall conduct community-centered fundraising activities, as appropriate.

6. Non-Discrimination

6.1 Contractor shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection ; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

6.2 The contractor and/or any permitted sub-contractor shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving ant service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on a basis of the race, color, religion, national origin, sexual orientation, age or mental or physical handicap of the beneficiaries to be served.

6.3 The Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

7. Required Program Submissions

7.1 Contractor agrees to maintain, and provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

7.4 Upon Contractor's completion of services under this Agreement to County's satisfaction, payment to Contractor shall be made monthly in accordance with the procedures set forth in Exhibit A. All billings and reports shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. It is understood and agreed that County may withhold payment until receipt of billings and reports in the prescribed detail and format. Billings and reports shall be made and forwarded to County of Siskiyou Behavioral Health Division of the HHSA promptly at the end of each calendar month; no later than the 10th day of the month following the month in which the services, for which billing is made, were rendered. Payments received after that date may result in a delay in payment until the next monthly billing cycle. The payment for the month of September may be withheld pending receipt of the preceding year's Cost Report on continuing services contracts.

7.5 Contractor shall provide County with an annual Cost Report no later than ninety (90) days after the termination of this agreement. In addition to the annual Cost Report, Contractor shall furnish County, within one hundred and eighty (180) days of close of contractor fiscal year, a certified copy of an Audit Report from an independent CPA firm. This Audit Report shall cover Contractor's fiscal year which most nearly coincides with County's fiscal year. Contractors receiving federal funds shall comply with Office of Management and Budget (OMB) Circular Number A-133, Uniform administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations. Cost Report settlements shall be made when a proper Cost Report has been submitted to the County. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due to the County.

7.6 Contractor will have an MOU in place with all approved subcontractors that define the services to be provided by the subcontractors and is consistent with and fully reflects the services and conditions described in this contract. Such MOUs will be made available to County within a reasonable time upon request.

8. Reporting Requirements

8.1 California Outcomes Measurement System for Treatment (CalOMS-Tx)

8.1.1 Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data.

8.1.2 Contractor shall conduct information technology systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

8.1.3 Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide.

8.1.4 Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

8.1.5 If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit data or meet other data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem.

8.1.6 If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission. If the Contractor submits data after the established deadlines due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

8.1.7 Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding of funds.

8.2 Drug and Alcohol Treatment Access Report (DATAR)

8.2.1 Contractor shall be responsible for ensuring treatment services and all treatment providers submit a monthly DATAR report in an electronic copy format as provided by the State. In those instances where the Contractor maintains a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

8.2.2 Contractor shall ensure that all DATAR reports are submitted by either Contractor or subcontracted treatment provider to the State by the 10th of the month following the report activity month.

8.2.3 Contractor shall ensure all applicable providers are enrolled in the State's web-based DATAR Web program for submission of data,

8.2.4 If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem.

8.2.5 If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

8.2.6 Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

9. Contractor's Compliance with Provisions of State Contract

9.1 The County receives funding from the DHCS pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that County contractually obligate any of its sub-contractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PII and/or PHI, a hard copy of which County will provide to the Contractor upon request.

9.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile to the following contact: HHS Privacy Officer – Ph: (530) 841-4805, e-mail: dbarton1@co.siskiyou.ca.us or Fax: (530) 841-4799. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.

9.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9.4 User IDs and Password Controls. Contractor and subcontractor agree to maintain all appropriate controls for user names and passwords. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon transfer or termination of an employee with knowledge of password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- a) Upper case letters (A-Z)
- b) Lower case letters (a-z)
- c) Arabic numerals (0-9)
- d) Non-alphanumeric characters (punctuation symbols)

9.5 Contractor and its subcontractors agree to use antivirus software in all workstations, laptops and other systems that process and/or store Department PHI or PI and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

10. Electronic Signature

If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with DHCS requirements.

If Contractor uses electronic medical records, the Contractor agrees to submit staff updates, including changes in roles or new or separated staff, to the Siskiyou IT Administrator within the timeframes outlined in the Siskiyou Policy and Procedure CLIN 14-05. The notification shall include submission of the Siskiyou IT Electronic Signature Agreement and Siskiyou IT User Request/Change Form, as applicable. If a user suspects that their electronic signature may be comprised, Contractor shall notify the Siskiyou IT Administrator within the timeframes outlined in the MHSUS Policy and Procedure CLIN 14-05.

11. Compliance with Anti-Kickback Statute

Contractor shall comply with the provisions of the "Anti-Kickback Statute (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

12. Davis-Bacon Act

Contractor must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

13. Federal Law Requirements:

13.1 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.

13.2 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.

13.3 Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.

13.4 Age Discrimination in Employment Act (29 CFR Part 1625).

13.5 Title I of the Americans with Disabilities Act (28 CFR Part 1630) prohibiting discrimination against the disabled in employment.

13.6 Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

13.7 Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

13.8 Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap.

13.9 Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than 10,000 funded by federal assistance.

13.10 Executive Order 13166 (637 FR 41455) to improve access to federal services for those with limited English proficiency.

13.11 The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

13.12 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

14. State Law Requirements:

14.1 Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).

14.2 Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

14.3 Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

14.4 No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.

14.5 Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

15. Contract Provisions

14.1 This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments after affect the provisions, terms, or funding of this Contract in any manner.