

AGREEMENT
(BOS Agreement No. ____ - ____)
(Agreement for Mental Health Services)

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2018 by and between the County of Yolo, a political subdivision of the State of California ("County") and Empower Yolo, Inc., a non-profit corporation authorized to do business in the State of California, ("Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain housing assistance services for clients who are eligible for the Proposition 47, Steps to Success program; and

WHEREAS, County has entered into agreements with the State of California, Department of Health Care Services, to provide mental health services to County of Yolo residents, (e.g., State Performance Agreement, State Managed Care Agreement, and Mental Health Services Act Agreement.); these agreements are incorporated herein by this reference and are available to Contractor at website <http://www.yolocounty.org/health-human-services/contracts-unit>; and

WHEREAS, County has entered into an agreement with the State of California, Department of Health Care Services, to provide Alcohol and Other Drug services to County of Yolo residents, (e.g., State Non Drug Medi-Cal Substance Abuse Treatment Services and Drug Medi-Cal Treatment Program Services Agreement); these agreements are incorporated into this Agreement by this reference and are available to Contractor at the following website: <http://www.yolocounty.org/health-human-services/contracts-unit>; and

WHEREAS, County has entered into an agreement with the Board of State and Community Corrections, Agreement Number BSCC 556-17 (together with the State agreements referenced in the two preceding paragraphs, the "State Contracts"), to participate in the Proposition 47 grant funding for people involved in the criminal justice system who have mental health and/or substance use disorders; and

WHEREAS, the State Contracts require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors (including, but not limited to, Contractor) comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

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

I. TERMS

A. The term of this Agreement shall be from **April 1, 2018 through August 15, 2020** unless sooner terminated as provided in this Agreement.

B. Either party may terminate this Agreement in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Exhibit D, Terms and Conditions, Section XI, TERMINATION FOR CAUSE/INSUFFICIENT FUNDS.

II. SERVICES

A. Contractor shall furnish and perform the services as set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Director of the Yolo County Health and Human Services Agency or his or her designee ("Director").

B. Contractor shall comply with all applicable provisions of the State Contracts, State and Federal regulations and provisions as incorporated herein as if fully set forth in this place. Contractor shall also comply with all applicable provisions of the Compliance Plan, Provider Manual, and Clinical Documentation Guide, and any and all applicable County policies and procedures. The Contractor has accessed and reviewed all of these documents, which are available to the Contractor at website <http://www.yolocounty.org/health-human-services/adult-aging/provider-community-partner-information/provider-information>., and are incorporated herein by this reference. Contractor may also send an email to Health and Human Services Agency (HHSA)-Quality Management at HHSAQualityManagement@yolocounty.org to obtain copies of any of these documents.

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit C, Terms of Payment. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor shall be no greater than **ONE MILLION TWO HUNDRED SIXTY SEVEN THOUSAND SIXTY FIVE DOLLARS (\$1,267,065)** specified as follows:

FY 2017-18 April 1, 2018 Through June 30, 2018	FY 2018-19 July 1, 2018 through June 30, 2019	FY 2019-20 July 1, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 Through August 15, 2020	Total
\$132,711	\$532,691	\$534,594	\$67,069	\$1,267,065

C. No more than 15% per scope of work, per fiscal year may be allocated to administrative costs.

D. County may pay Contractor using a combination of funding sources, as the County deems appropriate.

IV. TERMS AND CONDITIONS

A. The County and Contractor shall each comply with the Terms and Conditions set forth in Exhibit D, attached hereto.

B. The Director may approve amendments to this Agreement regarding the tasks, scheduling, allocation of funds between categories of services (if any), contract term, and billing rates set forth elsewhere in this Agreement, provided there is no increase in compensation.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A:	Scope of Services
Exhibit B:	Intentionally blank
Exhibit C:	Terms of Payment
Exhibit D:	Terms and Conditions
Exhibit E:	Contract Budget
Exhibit F:	HIPAA Compliance
Exhibit G:	Performance Measures

In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

CONTRACTOR

By: 
Lynnette Irlmeier
Executive Director

Date: 3/23/18

COUNTY OF YOLO

By: _____
Oscar Villegas, Chair
Board of Supervisors

Date: _____

By: _____
Karen Larsen, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 
Carrie Scarlata, Asst. County Counsel

EXHIBIT A – SCOPE OF SERVICES
Housing Assistance

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Contractor shall provide services rendered pursuant to this Agreement at the following location(s):

Empower Yolo - Woodland
175 Walnut Street
Woodland, CA 95695

Empower Yolo - West Sacramento
1025 Triangle Court, Suite 600
West Sacramento, CA 95605

Yolo County DRC – Woodland
2780 East Gibson Road
Woodland, CA 95776

Yolo County DRC – West Sacramento
3680 Industrial Blvd, Suite 100
West Sacramento, CA 95691

Housing assistance may also occur at housing locations throughout Yolo County.

II. PURPOSE

A. The overall purpose of Yolo County's Health and Human Services Agency's Proposition 47 Steps to Success Project is to reintegrate participants back into the community by promoting self-sufficiency and reducing recidivism. The project applies principles of restorative justice and trauma-informed care to provide wraparound services for individuals eligible for diversion, but unlikely to succeed without supports due to their history of mental health issues and/or substance use disorders.

B. The goal of the project is to reduce recidivism and advance the recovery of people in the target population by improving four key areas in the lives of each participant, including:

1. Criminal justice involvement;
2. Housing stability;
3. Behavioral and physical health; and
4. Self-sufficiency.

C. The components of the project to be provided by Contractor include:

1. Housing Assistance

III. TARGET POPULATION

The project's target population is adults age 18 and older who:

EXHIBIT A – SCOPE OF SERVICES
Housing Assistance

- A. Have been arrested, charged with, or convicted of a criminal offense;
- B. Are currently eligible for a diversion program in Yolo County; and
- C. Have a history of mental health issues and/or substance use disorders.

IV. PROGRAM

Housing Assistance

A. As part of this project component, Contractor will provide housing assistance for participants linked with the Yolo County Steps to Success Program. The purpose of providing housing assistance is to reduce recidivism and increase program completion by increasing permanent housing placements and decreasing homelessness.

As part of the housing assistance component of the project, Contractor will provide a Housing Specialist who will assist participants in searching for and acquiring permanent housing. The Housing Specialist will function as part of a larger Steps to Success / Prop 47 Team and work daily in collaboration with the Outreach and Assessment Team and Case Management and Treatment Team (Probation Officer and Probation-embedded CBO staff), to engage participants. The Housing Specialist will also connect with other housing navigators in the County to collaborate and maximize efforts and resources.

B. Activities provided by Contractor will include, but not be limited to, working with project participants on the following:

- 1. Utilizing a rapid rehousing model, connect participants who are unstably housed or experiencing homelessness to secure and maintain permanent housing by:
 - a. Offering participants rental subsidies (for no more than a 24-month period); and
 - b. Offering participants financial assistance with the following:
 - i. Paying deposits
 - ii. Paying utility bills
 - iii. Purchasing needed household items when moving into new housing.
- 2. Using evidence-based practices as a part of the entire Steps to Success Intensive Supports team and assisting the ongoing project participants to sustain engagement in recommended services over time (See Section V, Requirements).

V. REQUIREMENTS

- A. Contractor shall participate in bi-monthly on-site check-ins conducted by HHSA;
- B. Contractor shall participate in bi-monthly provider meetings, and all Steps to Success program trainings as required by County;

EXHIBIT A – SCOPE OF SERVICES
Housing Assistance

C. Contractor shall attend and present program status updates and outcomes, as requested by County, at quarterly Steps to Success Local Advisory Committee (LAC) meetings, as scheduled at various locations throughout the County.

D. Contractor shall attend and present program status updates and outcomes, as requested by County, at Community Input Meetings to be scheduled three times per year at various locations throughout the County.

E. Contractor shall track staffing certification as applicable and confirm staff training and fidelity to/compliance with the following Evidenced-Based and/or Evidenced-informed Practices:

1. Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT)
2. Motivational Interviewing
3. Housing First Model
4. Rapid Rehousing

F. Contractor shall provide services at one or more locations accessible to the public, in compliance with the American Disabilities Act (ADA)

G. Contractor shall meet the following BSCC requirements:

1. Have a business which has been duly organized, in existence, and in good standing as of October 17, 2016;
2. Be registered with the California Secretary of State's Office, if applicable;
3. Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
4. Have any other state or local licenses or certifications necessary to provide the services required (e.g., facility licensing by the Department of Health Care Services), if applicable; and
5. Have a physical address.

EXHIBIT B

Intentionally Blank

EXHIBIT C – TERMS OF PAYMENT

I. BUDGET

Contractor has submitted a contract budget attached hereto as Exhibit E. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement. Contractor may expend funds across Salary and Benefits and Operating line items flexibly, as long as planned services are not reduced, and total expenditures do not exceed the annual contract maximum. There is no flexibility in expenditures for direct client supports or housing services. Contractor shall expend funds in accordance with the budgets attached as Exhibit E for housing services and direct client support.

Notwithstanding the above, Contractor shall obtain prior written approval from the Director for changes greater than twenty percent (20%) between any major budget categories.

II. METHOD OF PAYMENT

A. Contractor shall provide all service and expenditure information for both direct grant costs and leveraged costs on a monthly basis. This information will include all project related expenditures directly charged to the Proposition 47 Steps to Success program, as well as expenditures being leveraged during the billing period.

Leveraged Services are those services the Contractor was providing to the Proposition 47 population prior to this agreement, and that the Contractor continues to provide, separate from the additional services being provided under the Steps to Success program. Leveraged Expenditures are those expenditures for the services Contractor expended for the Proposition 47 population prior to this agreement, and that the Contractor continues to expend for the Proposition 47 population separate from the additional expenditures being charged to the Steps to Success program.

B. Contractor shall submit a monthly claim for each program in accordance with these Terms of Payment using the claim forms provided by County. County will provide instructions for the claiming process. The monthly claims will summarize the costs for services provided during the previous month, by program, and categorized by Salaries and Benefits, Services and Supplies, Professional Services, Subcontracts, Indirect Costs not to exceed 10%, Data Collection and/or evaluation, Fixed Assets/Equipment (if applicable) and Other expenditures. Contractor shall provide all required supporting documentation. Supporting documentation includes, but is not limited to, signed Salary and Benefit worksheets for leveraged staff time, as well as for direct project staff time, original receipts for all project related expenditures for both direct charges and leveraged charges, and may include written authorization for services, daily transactions certified by the individual service providers, labor distribution, and general-ledger printouts. Financial records must be maintained for audit purposes.

C. Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within ten (10) days of the date of the initial rejection.

D. Claims for payment may be submitted to the county in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required

EXHIBIT C – TERMS OF PAYMENT

supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

E. County shall pay Contractor an advance of \$90,000 for two months of expenses including staff salary and benefits, travel expenses, administrative costs, and direct to client expenses. County will reconcile this advance with Contractor in June, 2018, and will recoup any overpayment by offsetting Contractor's June invoices. In the event that the aggregate payment otherwise due to Contractor is less than the amount owed to County, County will invoice Contractor, and Contractor agrees to submit payment within 45 days of invoice.

F. County shall pay Contractor based on actual costs in accordance with the annual budget totals in Exhibit E of this agreement for services that have been authorized and provided in accordance with the provisions of this Agreement.

G. County shall authorize payment within thirty (30) days of the receipt of Contractor's approved claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

H. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

I. If applicable, County shall make a diligent effort to process and submit billings to the Federal and/or State government in a timely manner. Should the Federal and/or State government deny payment to the County due to late billing by the Contractor, County will demand repayment from Contractor, for any such paid claim that is not submitted within the timelines as specified in the above paragraph C, irrespective if such services were claimed in the original or resubmitted claim, or such claims were withheld by County due to Contractor's noncompliance with any provision of this Agreement.

J. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and

EXHIBIT C – TERMS OF PAYMENT

approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

K. Any other provision of this Agreement notwithstanding, because this Agreement is funded by State Grant funds, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

L. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

M. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

EXHIBIT D- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

A. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

B. In the event that Contractor provides or subcontracts for the provision of specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement, and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial

EXHIBIT D- TERMS AND CONDITIONS

records shall be retained by Contractor for a minimum period of five (5) years after final payment is made pursuant to this Agreement or until all audits and any pending matters are completed and resolved, whichever is later. Contractor shall comply with the Federal and State requirements as to retaining financial records.

B. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal and State requirements as to maintaining electronic health records.

C. Contractor and any subcontractors who provide treatment services must comply with the following record retention requirements: All patient records shall be kept for a minimum of fifteen (15) years from the date of discharge, and, in the case of the discharge of minor patients, until the patient's twenty-eighth (28th) birthday, whichever date is later.

D. In the event that Contractor ceases to provide the services required by this agreement due to business closure, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

E. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

F. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Practitioner Information Report:

- **NPI/License List**
Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Yolo County

EXHIBIT D- TERMS AND CONDITIONS

Health and Human Services Agency. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

- **Practitioner ID Request Form**
A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Yolo County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:

HHSAQualityManagement@yolocounty.org

C. **Program Report:**

1. Quarterly documentation of progress on Performance Outcome Measures (POM) as developed in a Results Based Accountability (RBA) model. Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County, as specified in Exhibit G, Performance Measures.
2. Quarterly documentation of demographic data and number of all participants served.

Submit these Program Reports electronically via email to HHSAQualityManagement@yolocounty.org.

D. **Expenditure Reports**

1. Contract Expenditures

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to HHSAcontracts@yolocounty.org.

EXHIBIT D- TERMS AND CONDITIONS

E. Fiscal Year Annual Reports

1. *Certified Audited Financial Reports*

Due date: June 30, following the completion of next fiscal year.

The Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Cost Report

V. AUDITS

A. Contractor shall be subject to examination and audit by the County, State and/or the Federal government until the Board of State and Community Corrections has completed audits of said year, and the Final Report is issued, and any/all Appeals have been completed, and a final ruling by the Office of Administrative Hearings and Appeals has been issued on any applicable appeals, closing said Fiscal Year Audit under Title 22, California Code of Regulations, section 51023. Contractor agrees that County, State and/or Federal government has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County, State and/or Federal government with any and all relevant information requested.

Any failure or refusal by Contractor to permit access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report, typically December 31st of each year. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit

EXHIBIT D- TERMS AND CONDITIONS

findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

Method of repayment is detailed in Exhibit C.

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to staff providing mental health services. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity,

EXHIBIT D- TERMS AND CONDITIONS

name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

Method of repayment is detailed in Exhibit C.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205.

B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the privacy and security requirements of Exhibit F attached hereto.

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the

EXHIBIT D- TERMS AND CONDITIONS

County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. TERMINATION FOR CAUSE/INSUFFICIENT FUNDS

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day (30) period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the County, the State of California and the Federal government appropriating and approving sufficient funds for the payments required by this Agreement. If the County's adopted budget and/or its receipts from the State and the Federal government do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have been appropriated as required by law.

C. The County may terminate this Agreement upon ten (10) days written notice to the Contractor in the event that Contractor becomes excluded, debarred, or suspended from participation from federally funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

D. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

E. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

XII. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

EXHIBIT D- TERMS AND CONDITIONS

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

XIII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations (CCR). Section 7285 et seq.).

XIV. ADMISSION POLICIES AND PATIENTS' RIGHTS

A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.

C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.

D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,

EXHIBIT D- TERMS AND CONDITIONS

regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** - \$1,000,000/occurrence and \$2,000,000/aggregate.

b. **Automobile Liability** - \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).

c. **Professional Liability/Malpractice/Errors and Omissions** - \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation - Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

EXHIBIT D- TERMS AND CONDITIONS

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the

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County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractor must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVII. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

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XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Empower Yolo, Inc.
175 Walnut Street
Woodland, CA 95695
Lynnette Irlmeier, Executive Director

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Karen Larsen, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor:
County: (530) 661-2717

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIX. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the

EXHIBIT D- TERMS AND CONDITIONS

applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XXII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

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E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, the Contractor 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 by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XXIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent

EXHIBIT D- TERMS AND CONDITIONS

fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXVI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this

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Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

EXHIBIT E – CONTRACT BUDGET

PROPOSE
BUDGET

HOUSING

Monthly salary of \$3688.35 with a 3% raise each year						
		APR-JUN				
		2018	FY18/19	FY19/20	FY20/21	
monthly salary		\$ 3,688	\$ 3,799	\$ 3,913	\$ 4,030	
Rapid re-housing specialist	1.0FTE	\$ 11,065	\$ 45,588	\$ 46,956	\$ 6,046	
Benefits	21%	\$ 2,324	\$ 9,573	\$ 9,861	\$ 1,270	
SUBTOTAL PERSONNEL EXPENSES		\$ 13,389	\$ 55,161	\$ 56,816	\$ 7,315	
Travel - mileage reimbursement	808	\$ 2,424	\$ 9,696	\$ 9,696	\$ 1,212	
SUBTOTAL PERSONNEL & TRAVEL EXPENSES		\$ 15,813	\$ 64,857	\$ 66,512	\$ 8,527	
Administrative costs	15%	\$ 2,372	\$ 9,729	\$ 9,977	\$ 1,279	
SUBTOTAL PERSONNEL & TRAVEL & ADMIN EXPENSES		\$ 18,185	\$ 74,586	\$ 76,489	\$ 9,806	
monthly on housing direct to client	38175					
SUBTOTAL HOUSING DIRECT TO CLIENT		\$ 114,526	\$ 458,105	\$ 458,105	\$ 57,263	
TOTAL PERSONNEL & DIRECT TO CLIENT		\$ 132,711	\$ 532,691	\$ 534,594	\$ 67,069	\$ 1,267,061

EXHIBIT F - HIPAA COMPLIANCE

The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws (collectively "the Privacy Laws".) The requirements of the Privacy Laws include, but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.

Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement containing the specific requirements regarding Contractor's acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement is required, the parties mutually agree to execute same.

The Yolo County HHSA Compliance Plan is available to the Contractor at website <http://www.yolocounty.org/health-human-services/adult-aging/provider-community-partner-information/provider-information>.

EXHIBIT G – PERFORMANCE MEASURES

County, in partnership with a professional evaluation firm, will use a results-based accountability (“RBA”) model to measure progress towards the following objectives. Each of the project components will complete tracking and reporting on objectives in the RBA, *as relevant to the specific component within the overall Steps to Success project.*

For this Agreement, Contractor must track and report on the bullets highlighted below.

1. How much did we do?
• 150 people will be contacted and assessed during outreach each year • 75 people will be provided with case management and treatment each year • 200 people will be provided with civil legal education and/or services each year • 30 people will be provided with rapid re-housing assistance each year
2. How well did we do?
• 90% of potential project participants will have an assessment completed (ORAS, LOCUS, ASAM, ANSA and/or VI-SPDAT as appropriate) within 30 days of initial engagement • 50% of individuals who are contacted through outreach and determined to be eligible for the program will choose to voluntarily participate • 90% of project participants will be engaged in case management and treatment services within 30 days of enrollment in the project • Demographic makeup of project participants will be comparable to demographic makeup of overall arrestee population in Yolo County (approximately 47% white, 34% Hispanic or Latino, 3% Asian, 3% Other/Multiple Races, 13% Black)
3. Is anyone better off?
<i>Criminal Justice Involvement</i>
• 75% of participants will not recidivate while engaged with the program • 75% of participants will not recidivate within 12 months of graduating the program • 50% fewer days in jail for participants while in the program • 50% fewer arrests/tickets for participants while in the program
<i>Housing Stability</i>
• 70% of participants will secure and/or maintain permanent housing • 80% of participants who secure permanent housing will remain housed at 6 months
<i>Physical and Behavioral Health</i>
• 50% fewer emergency care visits while in the program, as compared to year prior to enrollment • 75% fewer days in psychiatric hospitalization while in the program, as compared to year prior to enrollment
<i>Self-Sufficiency</i>
• 60% of participants will secure monthly income (employment or permanent benefit) • 90% of those eligible will enroll in CalFresh • 100% of those eligible will enroll in health insurance