

AGREEMENT

1. DESCRIPTION OF SERVICES. COUNTY hereby engages CONTRACTOR to provide services to COUNTY as provided in the Contract Cover Sheet, and more specifically as follows:

1.01 Services to be Provided. CONTRACTOR shall provide alcohol and drug related services ("Services") to COUNTY residents ("CLIENTS") as described in the scope of work, to be listed as Exhibit "A," to the Contract Cover Sheet. CONTRACTOR shall work with COUNTY Director of Behavioral Health Services/Alcohol and Drug Program Administrator, or designee, to monitor the Services per Exhibit "A," so as to ensure that all aspects of the program are successfully implemented and operated in accordance with applicable State Department of Alcohol and Drug Programs (ADP) County Boilerplate located at <http://www.dhcs.ca.gov/provgovpart/Pages/SUD-ProvPartners.aspx> state and federal regulations, and with applicable COUNTY Behavioral Health Services policies.

1.01.1 (Prevention services contracts only.) CONTRACTOR shall follow federal and State guidelines for the delivery of prevention services as described in California Department of Alcohol and Programs County Boilerplate.

1.01.2 (First Offender and Multiple Offender Drinking Driver, Wet Reckless Drinking Driver Program ("DDP") contracts only.) CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Health and Safety Code section 11837.3, applicable federal and state regulations, and applicable COUNTY Behavioral Health Services policies.

1.01.3 (Penal Code section 1000/Deferred Entry of Judgment (DEJ) contracts only.) CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Penal Code section 1000 and applicable federal

and state regulations and with applicable COUNTY Behavioral Health Services policies.

1.02 **Fees Charged to Participants.**

1.02.1 (Penal Code section 1000 contracts only.) The fees to be charged by CONTRACTOR to Participants referred to as the Deferred Entry of Judgment/PC 1000 Program shall be as set forth in Unit of Service Cost, as specified in Exhibit "A."

1.02.2 (For DDP contract services only.) In accordance with Title 9, California Code of Regulations, section 9878, CONTRACTOR shall charge only those fees approved by ADP/DHCS. If the Participant's documented monthly income is equal to or less than COUNTY's General Assistance Level, or if the Participant provides proof of receiving General Assistance, the participant shall pay a maximum program fee of no more than Five Dollars (\$5.00) per month for each month he/she remains eligible for the reduced program fee. If the Participant's monthly gross income is no more than Thirty-Five Percent (35%) of the monthly median family income for Madera County, CONTRACTOR shall allow the participant to extend payment of program fees beyond the date of completion of the program, for a maximum of six (6) months from the date of enrollment.

1.03 **Facility.** CONTRACTOR shall maintain, at its own expense, a safe facility which will provide an environment conducive to the services of Participants. All services shall be rendered in a facility which complies with facility access for handicapped persons as required by section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and related state statutes, and which meets ADP requirements for accessibility for the disabled.

1.04 **Operating Costs.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR shall furnish and pay for all personnel, supplies,

insurance, rent, utilities, telephone and all other expenses of any kind or nature whatsoever for the establishment and maintenance of programming pursuant to Exhibit "A." All services provided by CONTRACTOR pursuant to this Agreement will be rendered at no cost to COUNTY.

- 1.05 **Billings, Collections, Accounting.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR agrees that billings and collections shall be in accordance with the Uniform Billing and Collection Guidelines established by the ADP and DHCS, and accounting shall conform to the COUNTY's fiscal year.
- 1.06 **Reporting to Court.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR shall report to the referring Court any individual who fails to enroll in or to attend the program.
- 1.07 **Monitoring.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR agrees to extend to COUNTY Alcohol and Drug Program Administrator, or her designee, at any reasonable time and as often as deemed necessary, the opportunity to review and monitor records, programs or procedures regarding Participants.
- 1.08 (DDP and Penal Code section 1000 contracts only.) CONTRACTOR shall maintain adequate records which comply with all appropriate state and federal requirements. Records shall contain details adequate for the evaluation of the service.
2. **LICENSES AND PROGRAM CERTIFICATION.** (DDP and Penal Code section 1000 contracts only.)
 - 2.01 **Licenses.** CONTRACTOR shall, at all times during the term of this Agreement, maintain all necessary valid licenses to practice in the State of California, display those licenses in a reasonably conspicuous location, and shall conform to accepted professional standards in the delivery of services pursuant to this Agreement. Where applicable, CONTRACTOR must comply with the Health and Safety Code, and conform to all applicable federal and state statutes and regulations. CONTRACTOR shall furnish COUNTY, within thirty (30) days of execution of this

Agreement, a copy of Contractor's AOD and/or Drug Medi-Cal Site Certification letter.

2.02 **Program Certification.** Program certification approving eligibility to serve DDP and/or Penal Code section 1000 program participants will be provided by COUNTY Alcohol and Drug Program Administrator. Certification renewal will occur every year as part of the program monitoring process. Site visits will be used to determine whether certification standards continue to be met. Program certification may be revoked at any time during the term of this Agreement if CONTRACTOR is found to be out of compliance with certification standards and CONTRACTOR cannot and/or will not make all required corrections within twenty (20) days of notice of non-compliance.

3. **PAYMENTS TO CONTRACTOR.** (Prevention contract services only.)

3.01 **Payment of Invoices.** Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within sixty (60) business days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

3.02 **CONTRACTOR Invoices.** CONTRACTOR shall submit monthly invoices to COUNTY, addressed to Behavioral Health Services, Accounts Payable, P. O. Box 1288, Madera CA 93639. Invoices must be submitted within 60 days from the end of the month in which services were provided.

3.03 **Basis for Claims.** Claimed costs shall be provided and documented upon timely documentation that is completed and updated in accordance with applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

3.03.1 **Certification for Services Provided.** CONTRACTOR shall certify that all services reported to COUNTY meet reimbursement criteria as defined by ADP, DHCS, applicable federal, state and local statutes and/or COUNTY Behavioral Health Services policies. CONTRACTOR shall not claim

payment for any service which does not meet such standards and requirements. In the event that CONTRACTOR discovers that a claim has been improperly submitted, it shall immediately notify COUNTY.

3.03.2 **Audit of Invoices/Disallowances.** Each invoice is subject to audit, and COUNTY may make payments on invoices in advance of such audits. In the event that an invoice is disapproved for payment, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR in the amount of the disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

4. **PAYMENTS TO COUNTY.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR shall reimburse COUNTY for the costs of program certification, administration and ongoing monitoring activities. CONTRACTOR will remit to COUNTY Auditor-Controller, no later than thirty (30th) days following the close of each calendar quarter:

4.01 (DDP contracts only.) a total sum consisting of five percent (5%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

4.02 (Penal Code section 1000 contracts only.) a total sum consisting of three percent (3%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

5. **CONTRACTOR GRIEVANCE PROCEDURE.** The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of the denial of payment. Final determination of all appeals shall be made

by COUNTY Behavioral Health Services designated staff. All appeals of adverse decisions shall be submitted to:

Madera County Behavioral Health Services
P. O. Box 1288
Madera CA 93639

5.01 (Prevention contract services only.) CONTRACTOR may appeal to COUNTY a denied or reduced request for COUNTY authorization for payment for services rendered.

6. **RECORDS, REPORTING, AUDITS.** CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY. CONTRACTOR agrees to maintain records in accordance with state and federal regulations and as required by COUNTY until completion of State Audit. Any cost apportionments shall be made using generally accepted accounting principles and shall have proper "audit trails" reflecting the true cost of the services. CONTRACTOR shall provide COUNTY with records as may be required for billing and collection. CONTRACTOR agrees that COUNTY shall withhold payment for lack of appropriate records and/or contents. CONTRACTOR may be asked to provide a tax statement or audited end-of-year financial statement sufficient to establish for State audit purposes that the rates for services as provided in this Agreement are reasonable based on CONTRACTOR's operating costs.

6.01 **Closure of Facility.** If CONTRACTOR's facilities are closed, CONTRACTOR shall notify COUNTY within forty-eight (48) hours in writing of all arrangements made by CONTRACTOR for preservation of all financial, services, and other records prepared pursuant to this Agreement.

6.02 (Prevention contracts only.) CONTRACTOR shall provide COUNTY with records as may be required for billing and collection. CONTRACTOR agrees that COUNTY shall withhold payment for lack of appropriate records and/or contents of those records required for billing ADP/DHCS guidelines.

6.03 **Annual Financial Statement.** (DDP and Penal Code section 1000 contracts only.) CONTRACTOR shall provide an audited end-of-year financial statement to COUNTY.

6.04 **Appeal Recoupment.** (Prevention contracts only.) CONTRACTOR may appeal the recoupment process, but recoupment shall commence sixty (60) days after demand resulting from an audit or review and shall not be deferred by the filing of a request of an appeal. CONTRACTOR may appeal the recoupment process in accordance with, but not limited to, state and/or federal law including: A written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of the denial of payment. Final determination of all appeals shall be made by COUNTY Director of Behavioral Health Services/Alcohol and Drug Program Administrator or her designee. All appeals of adverse decisions shall be submitted to:

Madera County Behavioral Health Services
P. O. Box 1288
Madera CA 93639
(559) 675-7926; Fax 674-4999

CONTRACTOR's liability to COUNTY for any amount recovered under this section shall be as provided by the applicable laws and regulations for appeals of the recoupment process.

7. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS.** (Prevention contracts only.) In no event shall the making by COUNTY of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY, while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

8. **INDEMNITY.** Insurance and Indemnification: Each of the parties of this Agreement is self-insured or carries liability insurance. Each party will provide liability insurance coverage for the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold harmless, the other party, and that party's officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectivity referred to herein as "liability") arising out of each parties' respective performance of this Agreement.

9. **INSURANCE.**

9.01 **Maintenance of Insurance Coverage.** Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at his sole expense, shall obtain and maintain in full force and effect the insurance coverage specified on the Master Contract Cover Sheet throughout the term of this Agreement. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein required, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

9.02 **Proof of Insurance.** At the time of entering into this Agreement, CONTRACTOR shall provide certification or other sufficient proof of the required insurance to COUNTY. These policies of insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. All insurance policies shall be furnished by an insurer approved by COUNTY Risk Manager.

10. **TERMINATION.**

10.01 **Non-Allocation of Funds.** (Prevention services contracts only.) The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services to be provided may be modified or this Agreement may be terminated by COUNTY giving CONTRACTOR thirty (30) days advance written notice. In the event of termination for non-allocation of funds, CONTRACTOR shall ensure an orderly transition of care for CLIENTS receiving services including, but not limited to, the transfer of CLIENTS' records.

10.02 **Breach of Contract.**

10.02.1 **Suspension/Termination.** COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, there is a failure to

comply with any term of this Agreement, including but not limited to:

- (a) an illegal or improper use of funds;
- (b) (DDP and Penal Code section 1000 contracts only.) failure by CONTRACTOR to maintain all necessary licenses in the State of California in good standing;
- (c) failure by CONTRACTOR to obtain and maintain all necessary insurance policies and endorsements;
- (d) a substantially incorrect or incomplete report submitted to COUNTY;
- (e) improperly performed service;
- (f) exclusion of CONTRACTOR from participation in federal health care programs under the Social Security Act; or
- (g) failure by CONTRACTOR, its employees or subcontractors to abide by CONTRACTOR's code of ethical conduct or COUNTY's Code of Ethics as listed in COUNTY's Compliance Handbook, located on COUNTY's website www.madera-county.com under "Behavioral Health Services."

10.02.2 **Waiver of Breach.** (Prevention contracts only.) In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

10.03 **Without Cause.** Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of sixty (60) days advance written notice of an intention to terminate.

11. **NOTICES.**

11.01 **Delivery of Notice.** Notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing

and shall be deemed to be duly served when personally delivered to the other parties or, in lieu of such personal delivery, when deposited in the United States mail, postage prepaid, addressed to such party.

11.02 **Change of Address/Telephone Number.** Written notice of any change of address and/or telephone number shall be given to the other party within five (5) business days of the change.

11.03 **Authorized Persons.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Behavioral Health Services Designated Staff
Alcohol and Drug Program Administrator
Madera County Behavioral Health Services
P. O. Box 1288
Madera CA 93639
(559)673-3508

CONTRACTOR

(See cover sheet)

With copy to

Tanna G. Boyd, Chief Clerk
Madera County Board of Supervisors
200 West Fourth Street
Madera CA 93637
(559) 675-7700

12. **INDEPENDENT CONTRACTOR.**

12.01 **Independent Capacity.** In the performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, CONTRACTOR will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and' not as an officer, servant, employee, joint venturer, partner, or associate of COUNTY. COUNTY shall have no right to control, supervise or direct the manner by which CONTRACTOR shall perform his work or function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing his obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this Agreement.

12.02 **No Rights to COUNTY Benefits.** Because of status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. In addition, CONTRACTOR shall be solely responsible for and hold COUNTY harmless from all matters relating to compliance with Social Security regulations, withholding of taxes, Workers' Compensation coverage, and all other regulations governing such matters.

12.03 **Services to Others.** It is acknowledged that, during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

13. **PROPERTY.**

13.01 **Property Interests of CONTRACTOR** All items with a life expectancy of one (1) year or longer, acquired by CONTRACTOR with COUNTY funds for use in providing services pursuant to this Agreement shall be the property of CONTRACTOR exclusively during the Agreement term, subject to any limitations imposed by law or regulation. CONTRACTOR shall submit a copy of such inventory by June 30th of each year of the contract. CONTRACTOR must obtain written approval from COUNTY Director of Behavioral Health Services for any new equipment, furniture, or other property leased or purchased during the term of this Agreement and shall be considered Program equipment and the property of the appropriate funding sources.

13.02 **Property Ownership** Upon expiration or termination of this Agreement or successor Agreements, title to and possession of all non-expendable personal property acquired with the funds of these and superseded Agreements for operation of CONTRACTOR's programs, shall become property of the COUNTY. CONTRACTOR shall not remove non-expendable personal property.

13.03 **Cost Recovered** A tangible or intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more shall be recovered only through straight line depreciation over the class life of the

property, as specified in the "Table of Class Lives and Recovery Periods" in the federal IRS Publication 946, "How to Depreciate Property".

14. **DISCRIMINATION PROHIBITED.** CONTRACTOR shall not differentiate nor discriminate against COUNTY CLIENTS in the rendering of covered services, nor shall CONTRACTOR discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, medical condition, mental or physical disability, sexual orientation or age or any other basis protection by federal and state law. COUNTY CLIENTS will receive the same level of care as provided to all other clients served by CONTRACTOR. CONTRACTOR shall render mental health services to COUNTY CLIENTS in the same manner, in accordance with the same standards and within the same time availability as offered other clients, except as limited by existing COUNTY Mental Health Plan restrictions. CONTRACTOR shall comply with all applicable federal, state, and local statutes, regulations and ordinances with regard to non-discrimination in the provision of services and in the appointment and employment of staff and subcontractors, including compliance with facility access for disabled persons as required by section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 and related state laws. CONTRACTOR shall give written notice of its obligations under the foregoing provisions to labor organizations with which it has a collective bargaining agreement or other labor agreements.

15. **PATIENTS' RIGHTS.** The parties to this Agreement shall comply with applicable laws, regulations and State policies relating to patients' rights.

16. **COMPLIANCE WITH STATE AND FEDERAL PRIVACY AND SECURITY LAWS.** CONTRACTOR shall comply with all applicable federal and state laws regulating the privacy and security of protected health information. CONTRACTOR will employ appropriate safeguards in the use, disclosure, and transmission of all information (oral, paper and electronic) protected by privacy regulations and follow all breach reporting laws. COUNTY must be notified of any breach of privacy or security within five (5) business days of discovery.

17. **CONFIDENTIALITY OF INFORMATION.**

17.01 **Protection of Confidential Information.** Notwithstanding any other provision of this Agreement, names, identifying numbers, symbols, or

other identifying particulars of persons receiving public social services, mental health services, and substance abuse treatment services are confidential and are to be protected from unauthorized disclosure in accordance with Code of Federal Regulations Title 42, section 431.300 et seq.; Welfare and Institutions Code sections 5328 et seq. and 14100.2; Health Insurance Portability Accountability Act ("HIPAA") 45 CFR Parts 160 & 164; Health Information Technology for Economic and Clinical Health ("HITECH") Act Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("ARRA") and regulations adopted thereunder. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of behavioral health services shall be protected by CONTRACTOR from unauthorized disclosure.

17.02 **Use of Confidential Information.** With respect to any identifiable recipient information obtained by CONTRACTOR under this Agreement, CONTRACTOR shall:

- 17.02.1 Not use any such information for any purpose other than carrying out the express terms of this Agreement;
- 17.02.2 Promptly transmit to COUNTY all requests for disclosure of such information;
- 17.02.3 Not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released under Code of Federal Regulations Title 42, section 431.300 et seq. and Welfare and Institutions Code section 14100.2, and regulations adopted thereunder; and
- 17.02.4 At the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written procedures of DHCS, DSH and DPH for this purpose, at the expiration or termination of this Agreement.

18. **REPORTING OF PATIENT/CLIENT ABUSE, UNUSUAL**

OCCURRENCES, DEATH OR SUICIDE; NOTIFICATION.

- 18.01 **Elders and Dependent Adults Abuse.** CONTRACTOR shall comply with Welfare and Institutions Code section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by Welfare and Institutions Code sections 15630, 15631 and 15632. ~~CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with Welfare and Institutions Code sections 15630, 15633 and 15633.5.~~
- 18.02 **Minor Children Abuse.** CONTRACTOR shall comply with California Penal Code section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by Penal Code sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with Penal Code sections 11166 and 11167.
- 18.03 **Notification.** CONTRACTOR shall notify COUNTY of all allegations and actual incidents (i.e., abuse, injuries and deaths) affecting COUNTY CLIENTS within twenty-four (24) hours of occurrence and provide COUNTY with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve, the complaint. CONTRACTOR shall notify COUNTY of reports to the appropriate reporting agency according to State laws and regulations.
19. **CODE OF CONDUCT.** CONTRACTOR agrees to abide by the provisions of its own code of ethical conduct, or if does not have such a code of conduct, to abide by the Code of Ethics as listed in COUNTY's Compliance Handbook, located on COUNTY's website www.madera-county.com under "Behavioral Health Services."
20. **CULTURAL COMPETENCE.** CONTRACTOR shall use a set of professional skills, behaviors, attitudes and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's CLIENTS.

21. **PROVIDE DRUG-FREE WORKPLACE.** CONTRACTOR will comply with the requirements of the Drug-Free Work Place Act of 1990, Government Code section 8350 et seq., and will provide a drug-free work place by taking the following actions:

21.01 **Publish Statement.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355(a).

21.02 **Establish Drug Free Awareness Program.** Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about the dangers of drug abuse in the work place, the employer's policy of maintaining a drug free work place, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

21.03 **Employee Notification/Agreement.** Require, as provided by Government Code section 8355(c), that every employee engaged in the performance of this Agreement be given a copy of CONTRACTOR's drug-free policy statement, and as a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

22. **EXCLUSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS.** CONTRACTOR assures that, at the time of entering into this Agreement, it is not excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. CONTRACTOR shall notify COUNTY immediately if such exclusion occurs during the term of this Agreement. Exclusion of CONTRACTOR from participation in federal health care programs shall be cause for immediate termination of this Agreement.

23. **COMPLIANCE WITH LAWS/POLICIES.** CONTRACTOR shall at all times perform the duties to be provided under this Agreement to the best of its ability and in accordance with the highest scientific, professional and ethical standards of its profession, and at all times will comply with all applicable federal and state statutes, regulations and published case law.

24. **COMPLIANCE WITH STATE REQUIREMENTS.** CONTRACTOR recognizes that COUNTY operates its behavioral health system under agreements with DHCS, DSH and DPH, and that under those agreements the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR agrees to abide by the State requirements.

25. **COMPLIANCE WITH PASS-THROUGH GRANTS.** CONTRACTOR may be receiving Federal ward funds as payment for services rendered. Therefore, CONTRACTOR will be required to comply with OMB Circular A-133 requirements.

26. **MODIFICATION.** Any provisions of this Agreement may be amended or modified from time to time by the written consent of both parties without, in any way, affecting the remainder of the Agreement. Both parties agree that if such changes occur during the term of this Agreement, both parties shall meet and confer to renegotiate the terms of this Agreement affected by such changes.

27. **NON-ASSIGNMENT.** Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of duties made by CONTRACTOR in violation of this provision shall be void and of no force or effect and shall result in automatic and immediate termination of this Agreement.

28. **REMEDY FOR BREACH AND RIGHT TO CURE.** Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.

29. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations and obligations of COUNTY under its agreement with the State. Venue for all disputes shall be in the Madera County Superior Court.

30. **ATTORNEY'S FEES AND COSTS.** Both parties agree that in the event of litigation brought to enforce performance of this Agreement or to seek damages for breach thereof, the losing party will pay the winning party's reasonable attorney's fees and costs, to be awarded and fixed by the court and to be taxed as costs and included in the judgment rendered.

31. **SEVERABILITY.** Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provision, clause, or part, nor the Agreement itself.

32. **SECTION HEADINGS.** Both parties agree that section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.

33. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered for COUNTY by COUNTY Director of Behavioral Health Services.

34. **ENTIRE AGREEMENT.** These Standard Contractual Clauses and Contract Cover Sheet, and any exhibits specified in these Standard Contractual Clauses and Contract Cover Sheet and attached thereto and incorporated by reference, shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

35. **TIME OF THE ESSENCE.** Time shall be of the essence in the performance of this Agreement.

36. **MANDATORY USE.** This Contract is adopted for mandatory use effective July 1, 2014, until superseded.

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IN WITNESS WHEREOF, the foregoing Agreement is executed this 17TH day of JUNE, 2014.



COUNTY OF MADERA

[Signature]
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: [Signature]

ACCOUNT NUMBER(S)

S:\County Counsel\County Counsel\Master Contracts\Behavioral Health Services (Miscellaneous Alcohol-Drug Services) master contract no 017.2014.doc