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1. Contract Amendment Process

- A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.
- B. All amendments proposed by one party shall be provided in writing to the other party.
 - 1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.
 - 2) Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each year in order for the amendment to be effective for the following Contract year, beginning on January 1. These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.
- C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.
- D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.
 - 1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet

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these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

- 1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).
- 2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

- 1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323 (hereafter C.C.R.). Specifically:
 - i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)
 - ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))
 - iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

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1. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor report to the department. (W&I Code § 14197.7(a))
2. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.
- iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.
- 2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.
- 3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or section 14714(d).
- D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination
 - 1) The following provisions apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.
 - i. Prior to January 1, 2027, in lieu of pursuing the termination procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.
 - 2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment

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of invoices and statements for covered services provided to members prior to such expiration or termination.

- 3) If this Contract is terminated or not renewed and Contractor opts not to provide SMHS and/or DMC services, the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(c), and 14124.21(c) and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.
- 4) Transfer of Records; Continuity of Care
 - i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.
 - ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' mental health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.
 - iii. The preceding sections i and ii shall not apply with respect to the Contractor's SMHS and/or DMC/DMC-ODS program operations if:
 1. The Contractor will continue providing SMHS and/or DMC/DMC-ODS services under a new agreement with the Department with substantially similar requirements, as determined by the Department; or
 2. With respect to DMC-ODS only, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

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- 5) The Department shall notify members of their Medi-Cal SMHS and DMC/DMC-ODS benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Process outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

- A. All Attachments and Sections within Exhibit E apply to the delivery of both SMHS and DMC/DMC-ODS services (as applicable). The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.
- B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

- A. SMHS and DMC-ODS only: Inspection Rights/Record Keeping Requirements
- 1) Exhibit D(F), Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.
- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state

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agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); see also § 438.3(h)).
- 4) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when

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mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services	County of Nevada
Medi-Cal Behavioral Health Division	500 Crown Point Circle, Suite 120,
1501 Capitol Avenue, MS 2702	Grass Valley, CA 95945
Sacramento, CA 95814	

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.
- 4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating

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the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

- 1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.
- 2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.
- 3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.
- 4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

- 1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health

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Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

- 2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

- 1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)
- 2) SMHS and DMC-ODS only: The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

C. Monitoring for Compliance; Corrective Action; Sanctions

- 1) Monitoring criteria shall include, but not be limited to:
 - i. Whether the quality of work or services being performed conforms to Exhibit A.
 - ii. Whether the Contractor has established and is monitoring appropriate quality standards.
 - iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.
- 2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.
 - i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services,

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compliance with regulatory and contractual requirements of the waiver, and a member records review.

- ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.
- 3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).
 - i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:
 - A. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or
 - B. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.
 - ii. The Contractor's CAP shall:
 - A. Be documented on the DHCS CAP template.
 - B. Provide a specific description of how the deficiency shall be corrected.
 - C. Identify the title of the individual(s) responsible for:
 - a. Correcting the deficiency; and
 - b. Ensuring on-going compliance.
 - D. Provide a specific description of how the provider will ensure on-going compliance.
 - E. Specify the target date of implementation of the corrective action.
 - iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.
 - iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline,

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then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

- 4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for:
- i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;
 - ii. failure to comply with the requirements of a CAP; or
 - iii. for other good cause,

in accordance with W&I Code section 14197.7 and guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r).

- 5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. SMHS only: Certification of Organizational Provider Sites Owned or Operated by the Contractor

- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.
- 2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in

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accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

- 3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
- 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

- 1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).
- 2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.
- 3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

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7. State and Federal Law Governing this Contract

- A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).
- B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of services as an integrated county behavioral health plan.
 - 1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waiver, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.
 - 2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.
 - 3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.
- D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:
 - 1) Title 42 United States Code;
 - 2) Title 42 of the Code of Federal Regulations, including:

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- a. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).
 - b. 42 C.F.R. § 455.
 - c. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.
 - d. 42 C.F.R. Part 2.
- 3) [Reserved];
 - 4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;
 - 5) Title VI of the Civil Rights Act of 1964;
 - 6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 - 7) Title IX of the Education Amendments of 1972;
 - 8) Age Discrimination Act of 1975;
 - 9) Age Discrimination in Employment Act (29 CFR Part 1625).
 - 10) Rehabilitation Act of 1973;
 - 11) Americans with Disabilities Act;
 - 12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;
 - 13) Deficit Reduction Act of 2005;
 - 14) Balanced Budget Act of 1997;
 - 15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>.
 - 16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - 17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and

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construction contracts greater than \$10,000 funded by federal financial assistance.

- 18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - 19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - 20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - 21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
 - 22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
 - 23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.
- F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:
- 1) W&I Code, division 5
 - 2) W&I Code section 14000 et seq., including:
 - a. Sections 14021, 14021.5, 14021.6
 - b. Sections 14043 et seq.

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- c. Sections 14059.5, 14184.402, and 14184.403
 - d. Section 14100.2
 - e. Sections 14680-14685.1
 - f. Sections 14700-14727
- 3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7
 - 4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.
 - 5) Government Code section 16367.8.
 - 6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
 - 7) Cal. Code Regs., tit. 9, including:
 - a. Division 4, chapter 6, commencing with section 10800.
 - b. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).
 - c. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.
 - d. Sections 9000-14240
 - 8) Cal. Code Regs., tit. 22, including:
 - a. Sections 50951 and 50953
 - b. Sections 51014.1 and 51014
 - c. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)
 - 9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
 - 10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used

Exhibit E
ADDITIONAL PROVISIONS

by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.