

**ADDENDUM FOR CONTRACTS INVOLVING
FEDERAL HEALTH CARE PROGRAMS—REVISION NO. 2**

1. This addendum shall be required for all contractors who will be providers of services which may be reimbursed by Federal Health Care Programs (including, but not limited to, Medicare, MediCal and the California Department of Mental Health), when such services are either provided on the premises of the Napa County Health and Human Services Agency (“HHS”) or for which HHS may seek reimbursement from the Federal Health Care Programs.

2. HHS is committed to full compliance, both in letter and in spirit, with all rules, regulations, and program guidelines which relate to the provision of services for which reimbursement may be claimed from the Federal Health Care Programs. CONTRACTOR shall be likewise committed to full compliance.

3. In entering into this agreement, CONTRACTOR acknowledges the HHS Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR’s activities under this contract. HHS shall provide CONTRACTOR with copies of the HHS’s Code of Ethics at the time of execution of the agreement.

a. CONTRACTOR shall, on an annual basis, provide written certification to HHS that it has received, read, understands, and will abide by HHS’s Code of Ethics.

b. CONTRACTOR shall make the HHS Code of Ethics (including the toll-free telephone number available for confidential reporting of suspected violations of law, regulations, or COUNTY or HHS policies) available to all Covered Individuals which are defined as employees, interns, independent contractors and subcontractors of Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Health Care program and either provided on HHS’s premises or for which HHS may seek reimbursement from the Federal Health Care programs, including those individuals either directly or administratively linked with specific treatment programs that serve Napa County patients under this agreement.

c. CONTRACTOR shall obtain and retain (subject to review by HHS or others) signed certifications that each covered individual (as defined in paragraph 3(b)) has received, has read, and understands the HHS Code of Ethics and agrees to abide by the requirements of HHS’s Compliance Program (hereinafter referred to as “Code of Ethics certification”). Existing covered individuals should complete this certification prior to the time the contract is signed. New covered individuals shall receive the HHS Code of Ethics and shall complete the required certification within thirty (30) days after the commencement of their hire or reassignment to provide services to HHS under this agreement. Contractor must retain copies of the signed Code of Ethics certification for each new covered individual in the Contractor’s personnel files. CONTRACTOR will promptly inform all covered individuals of any changes in the HHS Code of Ethics upon notification of such changes by HHS.

d. A material breach of the provisions of the HHS Code of Ethics, as determined by HHS in consultation with the County Counsel's office, may be grounds for immediate termination of the contract in the event the breach is not immediately cured.

4. CONTRACTOR shall require its covered individuals (as defined in paragraph 3(b)) to attend compliance training as provided by HHS in the amounts which HHS specifies. Certification of covered individual participation shall be maintained by HHS and available to the Contractor upon request.

5. CONTRACTOR agrees to abide by HHS policies and procedures with respect to clinical or documentation issues as may be required by HHS.

6. CONTRACTOR shall make all covered individuals (as defined in paragraph 3(b)) fully aware of HHS's confidential disclosure program.

7. In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it has not been convicted of a criminal offense related to the provision of health care items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, HHS's business operations related to the Federal Health Care Programs, and shall remove such CONTRACTOR from any position in which CONTRACTOR's salary, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

a. If HHS has notice that CONTRACTOR has been charged with a criminal offense related to any Federal Health Care Program, or is proposed for exclusion during the term on any contract, CONTRACTOR and HHS shall take all appropriate actions to ensure that there is no adverse impact upon the quality of care rendered to any patient or resident, and to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services to HHS clients until resolution of the charges or the proposed exclusion.

b. CONTRACTOR agrees that prior to engaging the services of new prospective covered individuals (by hire or reassignment) all new covered individuals of CONTRACTOR will be queried as to whether (1) they are now or ever have been excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been convicted of a criminal offense related to the provision of health care items or services; and/or (3) they have been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. CONTRACTOR further agrees to screen all prospective covered individuals prior to engaging their services by (i) requiring applicants to disclose whether they are Ineligible Persons, and (ii) reviewing, at a minimum, the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at

<http://www.dhhs.gov/oig>), the System for Award Management (available through the Internet at <https://www.sam.gov/portal/public/SAM/#1/>) and the Medi-Cal Suspended and Ineligible Provider List (available through the Internet at <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>).

i. In the event the new prospective covered individual is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires or engages such prospective covered individual, CONTRACTOR will ensure that said covered individual does no work, either direct or indirect, relating to services provided to HHS.

ii. CONTRACTOR agrees to notify COUNTY immediately whenever such a covered individual has been hired or engaged by CONTRACTOR, whether or not said covered individual is expected to perform work relating to services provided to HHS.

iii. Notwithstanding any other provision of the AGREEMENT, COUNTY at its discretion may terminate the AGREEMENT, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible individual will perform work, either direct or indirect, relating to services provided to HHS. Such termination, or the demand for adequate assurance, shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY and HHS clients.

c. In entering into this agreement, CONTRACTOR certifies that all current covered individuals (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility and CONTRACTOR further certifies that it has screened its current covered individuals by reviewing at a minimum, the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://www.dhhs.gov/oig>), the System for Award Management (available through the Internet at <https://www.sam.gov/portal/public/SAM/#1/>) and the Medi-Cal Suspended and Ineligible Provider List (available through the Internet at <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>), hereinafter referred to as the OIG/SAM/Medi-Cal lists. CONTRACTOR is required under this Addendum to screen their current covered individuals on a monthly basis and to provide the HHS Compliance Officer, or designee, written certification of screenings on a semiannual basis. These monthly screenings may be conducted either by contracting with an outside screening contractor or internally utilizing a methodology approved in writing by the HHS Compliance Officer. CONTRACTOR shall retain records of the monthly screening activities; said records shall be subject to review by HHS or others.

i. In the event any existing covered individual is excluded, suspended, debarred or otherwise ineligible to participation in the Federal Health Care Programs, or have been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR will ensure that said covered individual does no work, either direct or indirect, relating to services provided to HHS.

ii. CONTRACTOR agrees to notify COUNTY immediately whenever such an existing covered individual has been identified, whether or not said covered individual is anticipated to perform work relating to services provided to HHSa.

iii. Notwithstanding any other provision of the AGREEMENT, COUNTY at its discretion may terminate the AGREEMENT, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible individual performs work, either direct or indirect, relating to services provided to HHSa. Such termination, or the demand for adequate assurance, shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY and HHSa clients.

8 a. Prior to the execution of this Agreement by COUNTY, CONTRACTOR must provide a functional organizational chart of its entity that identified its covered individuals who will work in the programs that will serve Napa County patients under the agreement. This chart must include any positions/individuals for which salary, or services rendered, may be reimbursed, in whole or in part, directly or indirectly, by Federal Health Care Programs. This chart must identify all administrative units that provide support to the services provided under the Agreement, including units with fiscal responsibilities. The chart shall show the hierarchal structure, linking the covered individuals to CONTRACTOR's Chief Executive Officer (or equivalent). Based upon this functional organization chart, CONTRACTOR shall provide a listing of all covered individuals, identified by position/title and name of the person currently serving in that position.

b. On a semi-annual basis, CONTRACTOR shall provide the HHSa Analyst an updated functional organization chart and list of covered individuals as described in paragraph 8(a) above. c. During the term of the Agreement, CONTRACTOR must immediately notify HHSa of all new covered individuals subsequently hired or reassigned to provide services to HHSa. This notice shall be in the form of a report, submitted to the HHSa Analyst, which identifies new covered individuals, and shall contain: 1.) identification of the covered individuals by name and position, 2.) certification that each new covered individual has been screened as set forth in paragraph 7(b), 3.) certification that each new covered individual has been queried as set forth in paragraph 7(b), 4.) certification that CONTRACTOR has obtained and retained signed Code of Ethics certification for each new covered individual, and 5) certification that CONTRACTOR has retained evidence of screenings through, at a minimum, the OIG/SAM/Medi-Cal lists, and 6) report whether any new covered individual is ineligible or excluded (as described in paragraph 7(b)).

9. CONTRACTOR agrees to cooperate fully with any requests for information from HHSa which may be necessary to complete any internal or external audits.