



CAPITAL AREA HUMAN SERVICES DISTRICT STANDARD CONTRACT PROVISIONS

During the performance of this agreement, the contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the civil Rights Act of 1964, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services. Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Both contractor and CAHSD shall abide by any state or federal laws, rules and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. In particular, any Contractor providing substance abuse services shall comply with Chapter 42, Code of Federal Regulations, Part 2 (42 CFR 2). Contractor also agrees to abide by recently promulgated regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are further described in ATTACHMENT 1 of this contract.
3. Contractor grants to CAHSD, the Office of the Legislative Auditor, the Department of Health and Hospitals, the Inspector General's Office, the federal government, and/or any such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Agency. Requested records will be made available by Contractor during normal working hours.
4. Contractor is expected to comply with federal and state laws, and/or CAHSD policy requiring an audit of contractor's operation as a whole or of specific program activities. If an audit is performed within the contract period, for any period, a copy of the audit engagement letter shall be sent to the Office of the Legislative Auditor prior to beginning the audit. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. In addition to seven (7) copies of the audit report required to be furnished to the Office of the Legislative Auditor, two (2) copies of the audit report are to be sent to the Department of Health and Hospitals, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797, **and two (2) copies of the audit report shall be sent to the CAHSD, Administrative Director, 4615 Government Street, Building 2, Baton Rouge, LA 70806.**
5. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as described in 45 CFR 74:21 (b), whichever is longest, and; if Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided by Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
6. Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the proper written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the Agency.
7. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Contractor's obligation.
8. It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of the Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with the State Travel Regulations. It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individual shall be exempt from this provision.
10. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets, or any other material produced pursuant to this contract shall become the property of CAHSD.
12. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by Agency for any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
13. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.
14. In the event the Agency determines that certain costs, which have been reimbursed to Contractor pursuant to this or previous agreements, are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement.
15. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds, and no liability or obligation for payment will develop between the parties until approved by required authorities of the Capital Area Human Services District.
16. Any amendment to this agreement shall not be valid until executed by both, the Capital Area Human Services District and the Contractor. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved categories so that there is no increase or decreased in the total amount of the contract award.



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17. Any contract disputes will be interpreted under applicable Louisiana laws.
18. For contracts for data processing services, "the products of this contract shall be "Year 2000" compliant. This term means the information system shall not end abnormally or give incorrect results during operations prior to, during or after the Year 2000 as a result of processing, storing, or displaying date information.
19. Contractors providing services to persons with mental retardation and developmental disabilities shall abide by the State Mental Retardation and Developmental Disability Law, the Developmental Disability Law, and the Developmental Disabilities Assistance and Bill of Rights Act. Contractors providing services to persons with mental and/or emotional illness shall abide by the Mental Health Systems Act, Title V; and the Protection and Advocacy Act for Mentally Ill Individuals of 1986, as amended. Contractors providing ATOD services shall abide by the Public Service Act, Sec. 1915(b)(1-5) related to the Alcohol and Drug Abuse and Mental Health Services Block Grant; the Drug Abuse Office and Treatment Act of 1972, as amended; and the comprehensive Alcohol Abuse and Alcoholism, Prevention, Treatment, and Rehabilitation Act of 1970, et.seq., as amended. All contractors shall abide by any other requirements of the U.S. Department of Health and Hospitals; all applicable licensure and regulatory requirements and standards; and all other requirements as enumerated in Title XVIII and XIX of the Social Security Act, as applicable.
20. Contractor agrees to secure, and maintain current, any applicable licenses required for the provision of services delineated in this Agreement.
21. Contractor grants to the Agency or its official designee the right to inspect, at any time, facilities/operations where services are being provided.
22. Contractor agree to the method of reimbursement indicated on page one, number 15 and will file requests for reimbursements on forms provided by CAHSD on not less than a monthly basis. Final invoices shall be submitted to CAHSD within 15 days (15) after termination of contract. Invoices which are delinquent for more than fifteen (15) days are subject to non-payment, without specific written approval by the Deputy Director.
23. Contractor agrees that CAHSD is entitled to and will pursue recoupment in the event of an overpayment resulting from an error in billing.
24. Failure of the contractor to specifically perform services or duties required by this agreement will constitute cause for CAHSD to impose fiscal sanctions against the provider for such failure. Sanctions of up to \$100.00 a day may be imposed against the provider by permanently withholding payment when a determination has been made by CAHSD that required services or duties are not being provided.
25. Contractor agrees to use Agency funds only for purposes as set forth in the contract. If Agency funds are co-mingled with funds from other sources, Contractor agrees to treat co-mingled funds as entirely public funds. Contractor further agrees that all fund records are available to the Agency for monitoring and audit purposes. Any misuse of Agency funds or Agency funds co-mingled with funds from other sources is subject to sanctions, up to and including termination of the contract.

THIS AGREEMENT CONTAINS, OR HAS ATTACHED HERETO, ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR	
Name:	
Title:	
Signature	Date

CAPITAL AREA HUMAN SERVICES DISTRICT	
Name:	Jan Kasofsky, PhD
Title:	Executive Director
Signature	Date

Name:	Carol Nacoste
Title:	Deputy Director
Signature	Date