SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM 3.32 (ID # 10299)

MEETING DATE:
Tuesday, August 6, 2019

FROM: RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Contract Aggregate and the Behavioral Health Agreements for Substance Abuse Prevention and Treatment Services with the Option to Renew for Two Additional One-Year Periods, All Districts. [Total Cost $150,000,000; $50,000,000 Annually; up to $5,000,000 in Additional Compensation Annually; 89% Federal Funding, 11% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Contract Aggregate and Behavioral Health Agreements as listed in Attachment A to provide Substance Abuse Prevention and Treatment (SAPT) Services for $50,000,000 annually with the option to renew for two additional one-year periods for a total of $150,000,000 through June 30, 2022 and authorize the Chairman of the Board to sign the agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to: (a) authorize the Purchasing Agent to add new providers not to exceed $100,000 while staying within the approved aggregate amount; (b) move the allocated funds among the vendors; (c) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (d) sign amendments to the compensation provisions that do not exceed the sum total of ten (10%) of the total annual cost of the contracts.

ACTION:Policy

Matthew Chang
Matthew Chang, Director 7/11/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington and Perez
Nays:	None
Absent:	Hewitt
Date:	August 6, 2019
xc:	RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By: _____ Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$50,000,000	$50,000,000	$150,000,000	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 89% Federal Funding, 11% State Funding			**Budget Adjustment:** No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of SAPT services within each geographic region of Riverside County.

On February 1, 2017, RUHS-BH began participation in the Drug Medi-Cal Organized Delivery System (DMC-ODS) 1115 Waiver. DMC-ODS is Medi-Cal's effort to expand, improve, and reorganize its system for treating people with substance use disorder. Services under the DMC-ODS are more comprehensive than the limited set of services provided under the standard Drug Medi-Cal program. DMC-ODS SAPT services include Outpatient, Intensive Outpatient, Residential, Perinatal Residential, Medication Assisted Treatment, Opioid Treatment, Withdrawal Management, Case Management, Physician Consultation, and Recovery Services. Since the implementation of DMC-ODS, RUHS-BH has improved access to high quality evidenced-based care, and increased the number of consumers receiving services countywide by 34%.

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY19/20 budget. DMC-ODS services are funded by Federal and State sources. No additional County funds are required.

Contract History and Price Reasonableness

On October 29, 2018, RUHS-BH in conjunction with Riverside County Purchasing released Request for Qualifications (RFQu) #MHARC-238 for DMC-ODS services. Notification was sent to 175 organizations to inform them of the funding opportunity. The RFQu was accessed and/or downloaded by 64 organizations on the Public Purchase website. In addition, an email notification was sent to 113 individuals who were on the RUHS-BH SAPT-DMC Bidders list to inform them the County was seeking qualification packages for these services. Qualification packages were received from 17 organizations, 14 of these were recommended for contract

awards. Due to the specialized services provided by the contractors listed in Attachment A, RUHS-BH requires the flexibility to add contractors if necessary to ensure continuity of care throughout the County. RUHS-BH will seek Board approval for any contracts exceeding $100,000 without seeking competitive bids.

Attachment A

Riverside University Health System-Behavioral Health
Substance Abuse Prevention and Treatment Providers
Contract Maximum Amounts

Contractor	Contract Amount
ABC Recovery Center, Inc.	$4,902,981
Cedar House Life Change Center	$1,799,943
Evexia Health Services, LLC	$1,107,255
Inland Valley Drug and Alcohol Recovery Services	$2,459,117
MFI Recovery Center, Inc.	$11,484,805
PES	$100,000
The Ranch Recovery Centers, Inc.	$4,000,260
Riverside County Latino Commission on Alcohol and Drug Abuse Services, Inc.	$2,079,281
Solid Ground Wellness in Recovery, LLC	$100,000
Soroptimist House of Hope, Inc.	$479,335
Tarzana Treatment Centers, Inc.	$1,174,494
VARP, Inc.	$3,200,097

WCHS, Inc.	$6,798,053
Whiteside Manor	$5,264,493
Reserve	**$5,049,886**
Total Aggregate Amount	**$50,000,000**

Teresa Summers, Director of Purchasing 7/22/2019

Brianna Lontajo, Management Analyst 7/30/2019

Gregory P. Priamos, Director County Counsel 7/23/2019

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES, a California non-profit organization hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside COUNTY certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., Government Code Section 26227 et seq., Part 438 of the Code of Federal Regulation (42 C.F.R 438), California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the COUNTY believes it is in the best interest of the people of Riverside COUNTY to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable laws, codes and policies contained in, but not limited to, Exhibit B attached hereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 42 and Exhibits A, B, C, Schedule I or K and Attachment A - D, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: _____
Tina Hughes, CEO
Inland Valley Drug and Alcohol
Recovery Services

Date: 7-23-19

COUNTY

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Date: AUG 06 2019

COUNTY COUNSEL:
Gregory P. Priamos
Approved as to form
By: _____
Deputy COUNTY Counsel

ATTEST:
KECIA R. HARPER, Clerk
By _____
DEPUTY

AUG 06 2019 3.32

TABLE OF CONTENTS

I. DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide services in the form as outlined and described in Exhibit A, Exhibit B, Exhibit C, Schedule I, Schedule K (if applicable) and any other exhibits, attachments or addendums attached to this Agreement.

II. PERIOD OF PERFORMANCE

This Agreement shall be effective as of July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional two (2) years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND USE OF FUNDS

A. Reimbursement

1. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule I or Schedule K, attached to this Agreement. CONTRACTOR shall submit their National Provider Identification (NPI) and all other required documentation to the COUNTY before reimbursement can be issued to the CONTRACTOR.

2. In accordance with Section 1903(i) of the Social Security Act, COUNTY is prohibited from paying for an item or service:

   a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
   b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
   c. Furnished by an individual or entity to whom the COUNTY has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the COUNTY determines there is good cause not to suspend such payments.

3. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at http://www.opm.gov/oca. CONTRACTOR shall be responsible for making sure that their organization is in full compliance with all applicable Federal, State, County or local salary restrictions in conjunction with performing the services herein.

C. Union Organizing

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.

2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Riverside University Health System – Behavioral Health (RUHS-BH) and then to the Attorney General upon request.

D. Lobbying And Restrictions And Disclosures Certification
Applicable to federally funded contracts in excess of $100,000 per 31 U.S.C. Section 1352 and 45 C.F.R. Part 93:

1. Certification and Disclosure Requirements
   a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C., Section 1352, and which exceeds $100,000 at any tier, shall file a certification consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Subsection B of this provision. CONTRACTOR shall submit the signed Certification Regarding Lobbying, Attachment A attached hereto, to RUHS-BH with the Agreement.
   b. CONTRACTOR shall file the Disclosure of Lobbying Activities, Attachment B, attached hereto, if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant.
   c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
   d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1.a herein. An event that materially affects the accuracy of the information reported includes:

      i. A cumulative increase $25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
      ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
      iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
      iv. CONTRACTOR who requests or receives from a person referred to in Paragraph 1.a of this provision a contract, subcontract, grant or sub-grant exceeding

$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,

v. All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1.a of this provision. The CONTRACTOR shall forward all disclosure forms to RUHS-BH Program/Regional Administrator.

E. Prohibition

31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

F. National Provider Identifier (NPI)

All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs must be submitted to the RUSH-BH Management Reporting Unit prior to rendering services to clients. CONTRACTORs providing direct or indirect services for State reporting must also submit rendering (individual) provider NPIs and taxonomy code that corresponds with the work they are performing to RUSH-BH Management Reporting Unit for each staff member providing Medi-Cal billable services. CONTRACTOR reimbursement will not be processed unless NPIs are on file with RUHS-BH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

A. Pursuant to Welfare & Institutions Code (WIC) Section 5608, Title 9 of the California Code of Regulations (C.C.R.) and Health and Safety Code, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or his authorized designee.

1. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized COUNTY, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.

2. CONTRACTOR shall participate in the RUHS-BH program monitoring. This consists of contract monitoring by RUHS-BH, which may be annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review may cover clinical, fiscal and/or administrative components.
3. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary

assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.

4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare services and continuity of care with the COUNTY.

B. As it pertains to the COUNTY and Program Monitoring, if at any point during the duration of this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification detailing the basis for the finding of non-compliance.

1. Within thirty (30) days of receiving this separate notification, the CONTRACTOR shall provide a written plan of corrective action addressing the non-compliance.

2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency.

3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, CONTRACTOR's funds may be withheld until compliance is fully achieved.

4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action may result in further punitive actions and/or termination of this Agreement.

C. Notwithstanding the above requirement, as the funds associated with this contract are pass-through funds from other state of federal agencies, CONTRACTOR may be subject to programmatic review by agencies of the State of California or the Federal Government. Any disallowance based on a review by the State of California or the Federal Government are the responsibility of the CONTRACTOR.

D. If this Agreement is terminated in accordance with Section XLI, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.

E. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous year's Agreement(s).

F. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and without a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when required for material non-compliance as it pertains to any provision of this Agreement.

V. COMPLIANCE PLAN

RUHS-BH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. CONTRACTOR shall establish its own Compliance

Plan/Program and provide documentation to RUHS-BH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General. CONTRACTOR's Compliance Program must include the following elements:

A. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the CONTRACTOR's compliance program and compliance with the requirements of this account. The committee shall be accountable to the CONTRACTOR's Board of Directors.

B. Policies and Procedures
Written policies and procedures that articulate the CONTRACTOR's commitment to comply with all applicable Federal and State standards. CONTRACTOR shall adhere to applicable RUHS-BH Policies and Procedures relating to the Compliance Program and/or its own compliance related policies and procedures.

1. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.

2. CONTRACTOR shall implement and maintain written policies for all RUHS-BH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers.

3. CONTRACTOR shall maintain documentation, verification or acknowledgement that the CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.

4. CONTRACTOR shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. CONTRACTOR has the option to develop its own or adopt RUHS-BH's Compliance Plan. Should CONTRACTOR develop its own Plan, CONTRACTOR shall submit the Plan prior to implementation for review and approval to:

   RUHS-BH Compliance Officer
   P.O. Box 7549
   Riverside, CA 92513

C. Code of Conduct

1. CONTRACTOR shall develop its own Code of Conduct and shall submit the Code prior to implementation to the following RUHS-BH Program for review and approval:

   RUHS-BH Compliance Officer
   P.O. Box 7549
   Riverside, CA 92513

2. CONTRACTOR shall distribute to all CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. CONTRACTOR shall document annually that such persons have received, read, understand and will abide by said Code.

D. Excluded/Ineligible Persons
CONTRACTOR shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.

E. Internal Monitoring and Auditing
CONTRACTOR shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to COUNTY, State and Federal regulations.

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as RUHS-BH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.

2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the COUNTY, CONTRACTOR, outside auditors, etc.

5. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

F. Response to Detected Offenses
CONTRACTOR shall respond to and correct detected health care program offenses relating to this Contract promptly. CONTRACTOR shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

G. Compliance Training
CONTRACTOR is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. CONTRACTOR is responsible for conducting and tracking Compliance Training for its agency staff. CONTRACTOR is encouraged to attend RUHS-BH Compliance trainings, as offered and available.

H. Enforcement of Standards
CONTRACTOR shall enforce compliance standards uniformly and through well publicized disciplinary guidelines. If CONTRACTOR does not have its own standards, the COUNTY requires the CONTRACTOR utilize RUHS-BH policies and procedures as guidelines when enforcing compliance standards.

I. Communication
CONTRACTOR shall establish and maintain effective lines of communication between its Compliance Officer and CONTRACTOR's employees and subcontractors. CONTRACTOR's employees may use CONTRACTOR's approved Compliance Hotline or RUHS-BH's Compliance Hotline (800-413-9990) to report fraud, waste, abuse or unethical practices. CONTRACTOR shall ensure its Compliance Officer establishes and maintains effective lines of communication with RUHS-BH's Compliance Officer and program.

J. In accordance with the Termination provisions of this Agreement, the COUNTY may terminate this Agreement upon thirty (30) days written notice if CONTRACTOR fails to perform any of the terms of the Compliance provisions. At the COUNTY's sole discretion, CONTRACTOR may be allowed up to thirty (30) days for corrective action.

VI. STATUS OF CONTRACTOR

A. This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents in the performance of the services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors to the extent required by applicable law for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.

B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.
C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.

D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.
E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments which COUNTY may be required to make pursuant to federal or state law.

F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status related documentation:

1. Articles of Incorporation;

2. Any and all Amendment of Articles;

3. List of Agency's Board of Directors and Advisory Board;

4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;

5. By-laws and minutes of Board meetings; and

6. All applicable Federal, State and County licenses and certificates.

G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. Sections 455.101 and 455.104 and 455.105 and 455.434 including but not limited to:

1. Any person with a 5% or more direct or indirect ownership interest in the provider must submit fingerprints when applicable." (42 CFR 455.434(b)(1) and (2).

2. Contractor will submit the disclosures below regarding the entities' ownership and control. Updated disclosures are required to be submitted with the provider application, before entering into or renewing the contract, within 35 days after any change in the provider's ownership, annually and upon request. Disclosures must include:

   a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
   b. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address
   c. Date of birth and SSN (in the case of an individual)
   d. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5% or more interest)
   e. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5% or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling
   f. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest
   g. The name, address, date of birth and SSN of any managing employee of the managed care entity." (42 CFR Part 455.104).

VII. ADMINISTRATIVE CHANGE IN STATUS

A. An administrative change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location, when directly related to the services provided hereunder, within the same region, closing a facility with services being offered in another already existing contracted facility, when directly related to the services

provided hereunder. If, during the term of the Agreement, there is a change in CONTRACTOR'S administrative status, a detailed description of the change must be submitted to COUNTY in writing on CONTRACTOR'S letterhead as described below. The letter must be signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change be included.

1. Site addresses, business locations, business ownership, must be provided to COUNTY at least sixty (60) days prior to the effective date of the change.

2. Signatory authority, management, remittance addresses, tax identification numbers, etc. must be to COUNTY within two weeks of the date of change.

B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S Agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.

C. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR'S updates of this information shall be provided to the COUNTY in accordance with Section XLV, NOTICES, of this Agreement.

D. Other changes to the Agreement may result in a more formal Agreement amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

VIII. DELEGATION AND ASSIGNMENT

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the subcontract, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that the DIRECTOR may require, nor shall any subcontract result in, or imply, the creation of a relationship between the COUNTY and any subcontractor.

B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void.

D. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

IX. ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X. LICENSES

A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide services hereunder, and as required the laws and regulations of the United States, State of California, the County of Riverside and local governments, and all other appropriate governmental agencies.

B. All Substance Abuse Prevention Treatment (SAPT) providers will be licensed and/or certified as Drug Medi-Cal and Alcohol and Other Drug (AOD) providers by the State.

C. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.

D. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

XII. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the COUNTY OF RIVERSIDE.

B. Commercial General Liability
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY OF RIVERSIDE as an Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Fidelity Bond
CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the maximum Agreement amount. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR and applies to all of CONTRACTOR'S directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The COUNTY OF RIVERSIDE and its Agents shall be named as a Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

D. Vehicle Liability
CONTRACTOR shall maintain liability insurance for all vehicles or other mobile equipment used in the performance of the obligations under this Agreement in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY OF RIVERSIDE as Additional Insured.

E. Professional Liability
CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis rather than on an 'occurrence' basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under this section shall continue for a period of five (5) years beyond the termination of this Agreement.

F. General Insurance Provisions - All Lines

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the

COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to Riverside University Health System - Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

XIII. LIMITATION OF COUNTY LIABILITY

Notwithstanding any other provision of this Agreement, the liability of COUNTY shall not exceed the amount of funds appropriated in the support of this Agreement by the California Legislature.

XIV. WARRANTY AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For CONTRACTOR'S breach or violation of this warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV.NON-DISCRIMINATION

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, gender identity, gender expression, national origin, age, marital status, physical, sensory, cognitive or mental disabilities (Age Discrimination Act in Employment [29 CFR Part 1625], Title I of the Americans with Disabilities Act (29 CFR Part 1630). Such affirmative action shall include, but not be

limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.

2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual preference, marital status or physical, sensory, cognitive or mental disabilities.

3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving Federal, State, or COUNTY funds.

B. Services, Benefits, and Facilities

1. CONTRACTOR certifies that CONTRACTOR and any or all of its Subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by state and federal law, including, but not limited to, Title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000(d) et seq.]; Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq] Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); 45 C.F.R. Part 84; provisions of the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code Section 12900 et seq.) and 2 C.C.R. Section 7285.0 et seq.); Government Code Section 11135 et seq.; and 9 C.C.R. Section 10800 et seq and 42 CFR §438.206(b)(1) and (c)(3), 42 CFR § 438.6(d)(3) and 42 CFR § 438.3(d)(4).

2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual preference, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services (DHCS). CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
4. Where services hereunder are provided in a facility under CONTRACTOR's control, CONTRACTOR will maintain a safe facility in accordance with Title 9, C.C.R.,Section 1810.435(b)(2).

5. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S "Medication Guidelines," available from the COUNTY Quality Improvement – Outpatient Division.

6. Where services hereunder are provided in a facility under CONTRACTOR's control, a completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the COUNTY at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the appropriate RUHS-BH Program Administration.

7. CONTRACTORS that relocate must find space that is accessible. CONTRACTORS that renovate their existing space must meet accessibility standards in order to maintain funding, certification or licensure.

8. CONTRACTORS that are not currently accessible to people with disabilities must have a written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and consumers must be provided with a copy of this policy.

9. CONTRACTOR shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the CONTRACTOR objects to the service on moral or religious grounds.

10. If CONTRACTOR elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:

    a. To RUHS-BH Program Administrator
    b. When contract is executed;
    c. Whenever CONTRACTOR adopts the policy during the term of the Contract;
    d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
    e. To potential beneficiaries before and during enrollment; and
    f. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

11. CONTRACTOR shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

12. CONTRACTOR shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3). CONTRACTOR shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

XVI. PERSONS WITH DISABILITIES

CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto. No qualified person with a disability shall, on the basis of their disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program, service activity or employment opportunity provided by programs licensed or certified under this Agreement or by DHCS.

Further, CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

XVII. REPORTS

A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5th) working day of the following month.

B. Any provider that receives any public funding AOD treatment services and all Narcotic Treatment Program (NTP) providers must report California Outcome Measurement Service (CalOMS) data for all their clients receiving treatment, whether those individual client services are funded by public funds or not.

C. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, DHCS and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.

D. CONTRACTOR shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding funds.

E. If CONTRACTOR provides SAPT services, CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports) to the State, due by the 10th day following the end of each month. All providers must log onto the State DHCS website at http://www.dhcs.ca.gov/Pages/default.aspx and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTORS DATAR submission on a monthly basis through the DATAR website. Failure to comply with the DATAR requirements may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance with this requirement by the Director and/or its designee.

F. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form Attachment C to the COUNTY within twenty-four (24) hours of the incident and a written report to the State within seven (7) days of the event. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the COUNTY.

1. Events reported shall include:

    a. Death of any resident from any cause;
    b. Any facility related injury of any resident that requires medical treatment;
    c. All cases of communicable disease reportable under 17 C.C.R. Section 2502 shall be reported to the local health officer in addition to the State;
    d. Poisonings;
    e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
    f. Fires or explosions that occur in or on the premises.

2. Information provided shall include the following:

    a. Residents' name, age, sex, and date of admission;
    b. Date, time and nature of the event;
    c. Attending physician's name, findings and treatment, if any; and,
    d. The items below shall be reported to the COUNTY within ten (10) working days following the occurrence.

        i. The organizational changes specified in Section 10531(a) of this subchapter;
        ii. Any change in the licensee's or applicant's mailing address; and,
        iii. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

G. COUNTY reserves the right to perform a further investigation of any and all adverse incidents as outlined in paragraph 6 above at their discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until COUNTY receives corrective action.

H. If CONTRACTOR provides SAPT services, as a condition of receiving reimbursement from the COUNTY must be engaged in following the five key principles of Evidenced Based

Predictors of Change according to the Network for the Improvement of Addiction Treatment (NIATX) as follows:

1. Understand and Involve the Customer
2. Focus on Key Problems
3. Select the right change leader
4. Seek ideas from outside the field and organize
5. Do Rapid Cycle testing

I. The above-mentioned five (5) key principles of change will be used to improve one (1) or more of the following four (4) NIATX project aims:

1. Reduce Waiting times
2. Reduce No-Shows
3. Increase Admissions
4. Increase continuation rates

For NIATX appropriate projects view the NIATX website at: www.NIATX.net.

J. One annual report will be reviewed by the RUHS-BH Substance Use Services Program Administrator or designee each fiscal year during the annual CMT visit for the implementation of one 90-day duration of change, for one of four NIATX project aims. This report is to include the following:

1. Identification of the project aim
2. The base line measure number
3. The change objective: change and percentage
4. The 90 day measure (30 and 60-day measurements, if available): number and change percentage.

K. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.

L. CONTRACTOR shall report client and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

XVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, Title 42 C.F.R., Part 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this law.

XIX. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to COUNTY records, patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S management information system in accordance with WIC Sections 14100.2 and 5328 et seq., 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limted to, 45 C.F.R. Parts 142, 160, 162 and164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR adhere to the following data security requirements:

1. Personnel Controls
   Employee Training. All CONTRACTORS and its employees who assist in the performance of functions or activities on behalf of RUHS-BH, or access or disclose RUHS-BH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline
   Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement
   All persons that will be working with RUHS-BH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for RUHS-BH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check
   Before a member of the workforce may access RUHS-BH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's

background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5. Technical Security Controls
   a. Workstation/Laptop Encryption
      All workstations and laptops that store RUHS-BH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by RUHS-BH's Office of Information Technology.
   b. Server Security
      Servers containing unencrypted RUHS-BH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
   c. Minimum Necessary.
      Only the minimum necessary amount of RUHS-BH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
   d. Removable Media Devices
      All electronic files that contain RUHS-BH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
   e. Antivirus Software
      All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
   f. Patch Management
      All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
   g. User IDs and Password Controls
      All users must be issued a unique user name for accessing RUHS-BH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
      i. Upper case letters (A-Z)
      ii. Lower case letters (a-z)
      iii. Arabic numerals (0-9)
      iv. Non-alphanumeric characters (punctuation symbols)

h. Data Destruction
When no longer needed, all RUHS-BH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of RUHS-BH's Office of Information Technology.

i. System Timeout
The system providing access to RUHS-BH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners
All systems providing access to RUHS-BH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging
The system must maintain an automated audit trail which can identify the user or system process which initiates a request for RUHS-BH PHI or PI, or which alters RUHS-BH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If RUHS-BH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

l. Access Controls
The system providing access to RUHS-BH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption
All data transmissions of RUHS-BH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing RUHS-BH PHI can be encrypted. This requirement pertains to any type of RUHS-BH PHI or PI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection
All systems involved in accessing, holding, transporting, and protecting RUHS-BH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

6. Audit Controls
System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing RUHS-BH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

7. Log Review
All systems processing and/or storing RUHS-BH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

8. Change Control
   All systems processing and/or storing RUHS-BH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

9. Business Continuity/Disaster Recovery Controls
   a. Emergency Mode Operation Plan
      CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of RUHS-BH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
   b. Data Backup Plan
      CONTRACTOR must have established documented procedures to backup RUHS-BH PHI to maintain retrievable exact copies of RUHS-BH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore RUHS-BH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of RUHS-BH data.

10. Paper Document Controls
   a. Supervision of Data
      RUHS-BH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. RUHS-BH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
   b. Escorting Visitors
      Visitors to areas where RUHS-BH PHI or PI is contained shall be escorted and RUHS-BH PHI or PI shall be kept out of sight while visitors are in the area.
   c. Confidential Destruction
      RUHS-BH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
   d. Removal of Data
      Only the minimum necessary RUHS-BH PHI or PI may be removed from the premises of CONTRACTOR except with express written permission of RUHS-BH. RUHS-BH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
   e. Faxing
      Faxes containing RUHS-BH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
   f. Mailing
      Mailings containing RUHS-BH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of RUHS-BH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of RUHS-BH to use another method is obtained.

B. During the term of this Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any breach of Protected Health Information (PHI) and/or data where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the COUNTY Behavioral Health Compliance Officer within two (2) business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosures as required by applicable Federal, State and or County laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Behavioral Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address as follows:

Attention: Behavioral Health Compliance Officer
Riverside University Health System - Behavioral Health
P.O. Box 7549
Riverside, CA 92513

C. If the security breach requires notification under Civil Code Section 1798.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.

D. For the purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.

XX. RECORDS/INFORMATION AND RECORD RETENTION

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Justice, State DHCS, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records include, but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for clients. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the COUNTY.

Unless otherwise stated, CONTRACTOR shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Health and Safety Code, Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

A. Medical/Client Records

CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, DHCS and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain adequate medical records on each individual patient which includes at a minimum, a client care plan, diagnostic procedures, evaluation studies, problems to be addressed,

medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of patient interviews and progress notes. If CONTRACTOR provides SAPT services, all client records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) tool and a copy of the Addiction Severity Index (ASI) tool.

B. Financial Records
CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Fiscal records must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1) and the DHCS Drug Fiscal System Manual, if applicable, and any changes thereto. Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or State at reasonable times during normal business hours.

C. Financial Record Retention
Appropriate financial records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years or, in the event of an audit exception and appeal, until the audit finding is resolved, whichever is later.

D. Patient/Client Record Retention
Patient/Client records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years following discharge of the client. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the client file is retained for ten (10) years after the client has been discharged from services.

E. Shared Records/Information
CONTRACTOR and COUNTY shall maintain a reciprocal shared record and information policy, which allows for sharing of client records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these client records or information to a third party without a valid authorization.

F. Records Ownership
COUNTY is the owner of all patient care/client records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the client medical records so that they can be archived by the COUNTY, according to the procedures developed by the COUNTY. The COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. The COUNTY is required to provide the CONTRACTOR with a copy of any medical record that is requested by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a timely manner.

G. Records Inspection
All records shall be available for inspection by all applicable and designated Federal, State, and County auditors during normal business hours. Records shall include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement; including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other

documentation pertaining to medical and non-medical services for clients. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such records or copies thereof, to the applicable Federal, State and County auditors. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of no less than ten (10) years pertaining to individuals over the age of eighteen (18) years of age related documentation; and no more than ten (10) years pertaining to minor related documentation after final payment under Agreement.

XXI. STAFFING

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code, Sections 11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto.

A. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation.

B. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of COUNTY, the following:

1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.

2. Previously established and/or updated Personnel policies and procedures;

3. Updated personnel file for each staff member (including subcontractors, as approved by COUNTY and volunteers) that includes at minimum the following:

   a. Resume or employment application, proof of current licensure, all applicable employment related certifications, registration;
   b. List of all applicable trainings during time of employment to present;
   c. Annual Job performance evaluation; and
   d. Personnel action document for each change in status of the employee.

C. Pursuant to 42 CFR 455.434, CONTRACTOR shall conduct criminal background records checks, including fingerprinting on all employees, subcontractors, and volunteers. The CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) for each employee, subcontractor and volunteer before providing services to RUHS-BH consumers. A signed certification of such clearance shall be retained in each individual's personnel file.

D. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Access Coordinator is responsible for the

development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.

E. CONTRACTOR shall institute and maintain an in service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.

F. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et. seq.

G. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding staffing and/or employee compensation. CONTRACTOR shall not pay or compensate any of its staff, personnel or employees by means of cash. All payments or compensation made to CONTRACTOR staff, personnel and/or employees in association with the fulfillment of this Agreement shall be made by means of staff, personnel and/or employee Certified Payroll only.

H. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. CONTRACTOR shall submit the completed CARF form to Management Reporting Unit via email at MRU_Support@rcmhd.org

I. CONTRACTOR staff requiring access to ELMR must submit a Virtual Private Network (VPN) Account Request and Agreement Forms, Attachment D to RUHS-BH Program Support via email at BHProgramSupport@ruhealth.org. Once the VPN account has been established, The COUNTY's designated Program Analyst or designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.

J. CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members employees associates, and agents through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medi-Cal List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less frequently than monthly thereafter. Pursuant to Exhibit C, Section I.4.c, as part of the monthly invoice submission, CONTRACTOR is required to submit a signed Program Integrity Form (Exhibit C, Exhibit C.A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are found listed on this site and what action has been taken to remedy the matter. CONTRACTOR shall establish their own procedures to ensure adherence to these requirements.

XXII. CREDENTIALING

A. For all of CONTRACTOR'S licensed, waivered, registered and/or certified employees, CONTRACTOR must verify and document the following items through a primary source, as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by the CONTRACTOR unless the CONTRACTOR can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.

1. The appropriate license and/or board certification or registration, as required for the particular provider type;

2. Evidence of graduation or completion of any required education, as required for the particular provider type;
3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

B. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, but need not verify this information through a primary source:

1. Work history;

2. Hospital and clinic privileges in good standing;

3. History of any suspension or curtailment of hospital and clinic privileges;
4. Current Drug Enforcement Administration identification number;

5. National Provider Identifier number;

6. Current malpractice insurance in an adequate amount, as required for the particular provider type;

7. History of liability claims against the provider;

8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;

9. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp; and

10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

XXIII. PHYSICIAN INCENTIVE PLAN

CONTRACTOR is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by RUHS-BH in advance that the Plan(s) complies with the regulations.

XXIV. PROGRAM INTEGRITY REQUIREMENTS

A. As a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. CONTRACTOR must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse. Pursuant to 42 CFR 438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is a credible allegation of fraud.

B. If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, CONTRACTOR shall immediately notify RUHS-BH Compliance Officer; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.

C. If CONTRACTOR's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the CONTRACTOR's ability to pursue, the CONTRACTOR shall immediately report to the RUHS Compliance Officer for investigation, review and/or disposition.

D. CONTRACTOR shall immediately report to RUHS-BH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

E. CONTRACTOR shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.

F. CONTRACTOR shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.

G. CONTRACTOR shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by CONTRACTOR were actually furnished to beneficiaries, demonstrate the results to RUHS-BH and apply such verification procedures on a regular basis.

H. CONTRACTOR understands RUHS-BH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

XXV. PROHIBITED AFFILIATIONS

A. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].

2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].

B. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

C. CONTRACTOR shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

1. A director, officer, agent, managing employee, or partner of the CONTRACTOR [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].

2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].

3. A person with beneficial ownership of 5 percent (5%) or more of the CONTRACTOR's equity [(42 C.F.R. § 438.610(c)(3)].
4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].

5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].

D. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

XXVI. PROVIDER ADEQUACY

A. CONTRACTOR shall submit to RUHS-BH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the COUNTY;

2. On A monthly basis; and

3. At any time there has been a significant change, as defined by RUHS-BH, in the CONTRACTOR's operations that would affect the adequacy capacity of services, including the following:

a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
b. Changes in benefits;
c. Changes in geographic service area; and
d. Details regarding the change and CONTRACTOR's plans to ensure beneficiaries continue to have access to adequate services and providers.

XXVII. LANGUAGE LINE UTILIZATION

A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for beneficiaries' face-to-face encounters, telephonic service encounter and 24/7 access line service encounters.

B. Language line utilization data submission should include the reporting period, the total number of encounters requiring language line services, the language utilized during the encounter requiring language line services, and a reason as to why the services were not provided by a bilingual provider/staff or via face-to-face interpretation for each one of the encounters requiring language line services.

C. Language line utilization must be submitted to RUHS-BH using the template provided by the RUHS-BH and following the instructions contained on the reporting tool. Completed template must be submitted via email to ELMRSupport@ruhealth.org

XXVIII. TIMELY ACCESS TO SERVICES

In accordance with 42 C.F.R. § 438.206(c)(1), the CONTRACTOR shall comply with the requirements set forth in Cal. Code Cal. Code Regs., tit. 9, §1810.405, and RUHS-BH Policy #267.

A. SAPT Services:
SAPT CONTRACTOR's shall comply with the Timely Access provision identified in Exhibit A. Scope of Work.

B. Mental Health Services:
CONTRACTOR shall comply with the following Timely Access provisions for Mental Health Services:

1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries.

2. Routing First Appointments
   a. Clients who call or walk in to CONTRACTOR's program requesting outpatient mental health services will be offered an appointment in the least restrictive community-based setting with ten (10) business days.
   b. Clients requesting or being referred for an appointment with a psychiatrist will be offered an appointment with fifteen (15) business days. These requests/referrals will be recorded in the client's chart with the date the request /referral was made.

3. Emergent Appointments
   Clients in need of immediate intervention to prevent significant behavioral health deterioration will be offered a walk-in or scheduled appointment the same day, or will be referred to the closest crisis stabilization unit near to where the client if physically located at that time.

4. Urgent Appointments
   a. Clients determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment with 48 hours when prior authorization is not required.

b. Clients in urgent need of an appointment when prior authorization is required will be offered an appointment within 96 hours.

5. Follow-up Services
   a. Non-physician, non-urgent appointments will be scheduled within ten (10) days of the request for appointment. This time may be extended if the referring or treating behavioral health professional, or the triage or screening behavioral health professional, as applicable and acting within their scope of practices, determines that a longer waiting time will not have a detrimental impact on the health of the client.
   b. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance, consistent with professional recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

6. Rescheduled Appointments
   In the event that an appointment must be rescheduled, it shall be done in a manner that is appropriate for the client's behavioral health care needs and ensures continuity of care consistent with good professional practices.

7. Appointment Scheduling
   Clients will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the client declines an appointment within the specified timeframe, this information will be logged, maintained and reported in a manner consistent with county guidelines.

XXIX. CHARITABLE CHOICE

A. As Behavioral Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:

1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative services if, when, and where applicable;

2. Ensure that CONTRACTOR refers clients to alternative services if, when and where applicable; and

3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Behavioral Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the client has no objection.

B. As this Agreement relates to Nondiscrimination and Institutional Safeguards for Religious Providers, the CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, U.S.C., Section 300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any consumer who has religious objections to CONTRACTOR's program.

XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

A. In accordance with the Trafficking Victims Protection Act of 2000 (TVPA), CONTRACTOR certifies that at the time the contract is executed, CONTRACTOR will remain in compliance

with Section 106(g) of the TVPA as amended (22 U.S.C. 7104). The TVPA strictly prohibits any contractor or contractor employee and/or agent from:

1. Engaging in severe forms of trafficking in persons during the period of time that this contract is in effect;

2. Procuring a commercial sex act during the period of time the contract is in effect; or

3. Using forced labor in performance of the contract.

B. Any violation of the TVPA may result in a unilateral termination of this contract without penalty in accordance with 2 CFR Part 175.

XXXI. IRAN CONTRACT ACT OF 2010

In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

XXXII. CULTURAL COMPETENCY

The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).

XXXIII. INFORMING MATERIALS

A. CONTRACTOR shall provide all COUNTY clients being served by CONTRACTOR with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the client or consumer sign, acknowledging receipt of the NPP information, and CONTRACTOR must keep client or consumer signed acknowledgement on file every three (3) years upon receipt from client or consumer.

B. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the CONTRACTOR if all of the following conditions are met:

1. The format is readily accessible;

2. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;

3. The information is provided in an electronic form which can be electronically retained and printed;

4. The information is consistent with the content and language requirements of this agreement; and

5. The beneficiary is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].

C. CONTRACTOR shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].

D. CONTRACTOR shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal.Code Regs., tit. 9, § 1810.360(e)].

E. CONTRACTOR shall make the RUHS-BH Provider Directory available to clients in electronic form and paper format upon request. The RUHS-BH Provider Directory is available at http://www.rcdmh.org/

XXXIV. CONFLICT OF INTEREST

A. CONTRACTOR shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].

B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables him to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee in any capacity herein, or in any other direct or indirect financial interest in this Agreement.

XXXV. GRIEVANCE AND FAIR HEARING

A. CONTRACTOR shall ensure that staff are knowledgeable of and compliant with the RUHS-BH Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to RUHS-BH in accordance with the procedure.

B. CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-B policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).

C. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in beneficiary and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances

and/or appeals to Outpatient QI will be located next to the descriptions of the Grievance Procedure and the Appeal Procedure. The grievance, appeals, and self-addressed envelopes must be available to the beneficiary and/or beneficiary representative without the beneficiary and/or beneficiary representative having to make a verbal or written request to anyone.

D. State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

XXXVI. PATIENTS' RIGHTS

Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R., as applicable. COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.

XXXVII. WAIVER OF PERFORMANCE

No waiver by COUNTY at any time of any of the provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or any other provisions contained herein or of the strict and timely performance of such provisions.

XXXVIII. FEDERAL AND STATE STATUTES

A. The subcontractor agrees to comply with all applicable Medicaid laws, regulations, an contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.

B. CONTRACTOR shall adhere to the requirements of 42 CFR 438, Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B. Additionally, CONTRACTOR shall be required to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:

1. Health and Safety Code (HSC), Division 10.5, commencing with Section 11760;

2. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;

3. Government Code Section 16367.8;

4. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

5. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

6. The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.

7. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;

8. Title 42, CFR, Sections 8.1 through 8.6;
9. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances;

10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

11. Title 42, CRF, Part 438.

12. Title 22, Division 3, Chapter 3, 51000 et. seq. and

13. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).

XXXIX. DRUG-FREE WORKPLACE CERTIFICATION

A. If State funds are utilized to fund this Agreement as specified in Schedule I or Schedule K, the following Drug-Free Workplace requirements shall apply. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:

   a. The dangers of substance use in the workplace
   b. The CONTRACTOR's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation, and employee assistance programs; and
   d. Penalties that may be imposed upon employees for substance use violations.

3. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement:

   a. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
   b. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the Agreement.

4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:

   a. The CONTRACTOR has made a false certification or,
   b. Violates the certification by failing to carry out the requirements as noted above.

XL. USE OF FUNDS

A. Outreach Activities
Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such treatment.

B. No Unlawful Use or Unlawful Use Message Regarding Drugs
By signing this agreement CONTRACTOR agrees to comply with the requirements that information produced through these funds, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3).

C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

D. Restriction on Distribution of Sterile Needles
No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this AGREEMENT shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

E. Limitation on Use of Funds for Religious Activity
No state or federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

XLI. HATCH ACT

CONTRACTOR agrees to comply with 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.

XLII. TERMINATION PROVISIONS

A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.

B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.

C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.

F. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Behavioral Health, CONTRACTOR fails to provide for the health and safety of patients served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.

G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:

1. Temporarily withhold payments pending correction of the deficiency;

2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,

3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.

H. After receipt of the Notice of Termination, pursuant to Paragraphs 1 - 7 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:

1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;

2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;

3. If clients are to be transferred to another facility for services, furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer;

4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner consistent with the best interest of the clients' welfare;

5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;

6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;

7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,

8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.

I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.

J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations' legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this Agreement, the COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.

K. CONTRACTOR shall deliver or make available to RUHS-BH all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

L. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XLIII. DISPUTE

In the event of a dispute between a designee of the DIRECTOR and the CONTRACTOR over the execution of the terms of this Agreement, the quality of patient services being rendered, and/or the withholding of CONTRACTOR'S payments due to instances such as material non-compliance or audit disallowances or both, the CONTRACTOR may file a written protest with the appropriate Program/Regional Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. The Program/Regional Administrator shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director, and (finally) DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR.

Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A

second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

XLIV. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or is in contravention of any Federal, State, or County statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

XLV. VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other COUNTY.

XLVI. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

CONTRACTOR:
Inland Valley Drug and Alcohol
Recovery Services
1260 E. Arrow Highway
Upland, CA 91786

COUNTY:
Riverside University Health System
Behavioral Health
ATTN: Program Support
P.O. Box 7549
Riverside, Ca 92513-7549

XLVII. MEETINGS

As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to attend the mandatory all-provider meetings scheduled quarterly by the Behavioral Health Program Administrator or its designee. Decision making and/or and equivalent and appropriate level of CONTRACTOR'S personnel must attend these meetings. Decision making and/or equivalent and appropriate level personnel are defined by the COUNTY as Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time. CONTRACTOR failure to attend the mandatory meetings may influence future Agreement renewal.

Exhibit A-1

CONTRACTOR NAME: INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES
CONTRACT TYPE: **RESIDENTIAL**
DEPT ID/PROGRAM: 4100514301-55800

"CONTRACTOR", shall provide services on behalf of Riverside University Health System – Behavioral Health (COUNTY) Substance Abuse Prevention and Treatment Program (SAPT).

I. SCOPE OF SERVICES:

A. Refer to Scope of Work – Residential
B. Refer to Scope of Work – Withdrawal Management

II. FACILITY:

A. CONTRACTOR shall provide a therapeutic setting in which treatment services can be provided that will enable the consumer to resolve alcohol and/or other drugs issues in all six ASAM dimensions due to the use/abuse of alcohol and/or other drugs and live a substance free life.
B. CONTRACTOR shall provide a copy of any Conditional Use Permit(s) for the present facilities as required by State and/or local ordinances.
C. CONTRACTOR shall provide upon request, a valid license issued by DHCS for all applicable facilities.
D. The site location shall be easily accessible in terms of parking and public transportation.
E. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate.
F. CONTRACTOR shall ensure that the facility(s) will provide a comfortable, home-like atmosphere with space for activities designed to assist residents in developing drug-free lifestyles. The facility will also have, at a minimum: a kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities.
G. CONTRACTOR shall demonstrate that it is credentialed according to Section 1(G) of State/COUNTY Agreement and pursuant to 42 CFR 438.214.
H. Chapter 744, Assembly Bill (AB) 848 authorized residential treatment facilities licensed by DHCS to provide incidental medical services (IMS). CONTRACTOR must be approved by DHCS to offer IMS services.
I. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for consumers with physical or mental disabilities.
J. Facility shall be accessible to people with disabilities in accordance with Title 45, CFR, Part 84 and the Americans with Disabilities Act.

III. ORGANIZATION CRITERIA

A. Consumers involved with alcohol and/or other drug use and related problems shall be the primary criterion for participation in the program.
B. The program shall have written objectives which reflect its purpose as well as philosophy of treatment and recovery. Objectives shall also outline the program's activities.
C. Program objectives shall be measurable and have achievement time frames.
D. CONTRACTOR shall be organized in such a way that lines of authority and reporting relationships are clearly defined and are known to staff through a current organization chart.

IV. CERTIFICATION CHANGES

A. The CONTRACTOR shall inform COUNTY of an addition or change of information in CONTRACTORs pending DMC certification application or status 30 days prior to submitting to DHCS.

B. CONRACTOR shall inform COUNTY of CONTRACTORs intent to reduce covered services or relocate 30 days prior submitting a DMC certification application to DHCS' PED division. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

C. CONTRACTOR must notify DHCS AOD division 45 days prior to relocation and submit a supplemental application.

D. If, at any time, CONTRACTORs license, registration, certification, or approval to operate a substance use disorder program or provide a covered service is revoked, suspended, modified, the CONTRACTOR shall notify the COUNTY immediately.

E. Certified CONTRACTOR shall be subject to continuing certification requirements at least once every five (5) years. COUNTY may allow CONTRACTOR to continue delivering covered services to consumers at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

V. ENROLLMENT

A. Enrollment discrimination is prohibited.

B. The CONTRACTOR accepts individuals eligible for enrollment in the order in which they apply without restriction.

C. The CONTRACTOR will not, on the basis of health status or need for health care services, discriminate against individuals eligible to enroll.

D. The CONTRACTOR will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California, and will not use any policy or practice that has the effect of discriminating.

E. The CONTRACTOR will not discriminate on the basis of race, color, creed, national origin, age, sex, sexual orientation, disability, ability to pay, or solely on the individual's inability to remain sober, when determining admission or re-admission to treatment. COUNTY personnel will evaluate and determine if the consumer meets all initial admission criteria. Any consumer discharged from a program may apply for re-admission through the COUNTY.

F. The CONTRACTOR shall furnish medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the same services furnished to consumers under FFS Medicaid, as set forth in 42 CFR §550.340, and for consumers under the age of 21, as set forth in 42 CFR Section 440, subpart B.

G. CONTRACTOR shall admit, on priority basis pregnant women who are using or abusing substances, women who are using or abusing substances and who have dependent children, injecting drug users, and substance abusers infected with HIV or who have tuberculosis. Consumers shall not be required to disclose whether they are HIV positive. Priority admissions shall be given in the following order:

1. Pregnant women and postpartum who are using or abusing substances.
2. Adolescents under age 21 who are eligible under the EPSDT program.
3. Women who are using or abusing substances who have dependent children.
4. Injecting drug users.
5. Substance abusers infected with HIV or who have tuberculosis.

H. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 and 45 CFR 96.126(e)).
I. CONTRACTOR shall only admit Riverside County residents directly for COUNTY funded programs and work cooperatively with COUNTY staff and the Substance Abuse Program Administrator (or designee) to form an integrated network of care for individuals experiencing substance abuse problems. CONTRACTOR shall maintain close communication with COUNTY in the coordination of consumer admission and transition so that contracted treatment services can be accessed in a timely manner.

VI. INITIAL SCREENING AND PLACEMENT

A. Consumers seeking services shall be able to utilize the COUNTY Substance Use Community Access, Referral, Evaluation and Support (SU CARES) toll-free phone number to receive a phone screening. Alternatively, consumers shall be able to appear in person at a COUNTY clinic, a school site (for an adolescent), a detention (adult and adolescent) or collaborative court facility. Upon request, screenings shall be provided by COUNTY as a field based service at hospitals and emergency departments.
B. COUNTY initial screening shall include American Society of Addiction Medicine (ASAM) Patient Placement Criteria, completed by a registered or certified substance abuse counselor, or licensed clinician. The ASAM screening and predetermination level of care (LOC) shall be entered into the COUNTY EHR at that time. The process for walk-in screenings shall be identical.
C. The CONTRACTOR must receive prior authorization from COUNTY SU CARES for residential services prior to admitting consumer into a withdrawal management or residential services
D. CONTRACTOR agrees to keep the COUNTY SU CARES Unit informed of bed availability.
E. Once COUNTY predetermines the ASAM LOC, the consumer shall be scheduled with a CONTRACTOR for a complete intake assessment to determine diagnosis and medical necessity.
F. The COUNTY shall allow each consumer to choose his or her network Provider to the extent possible and appropriate (42 CFR 438.3(1)).
G. COUNTY will submit placement referral form to CONTRACTOR and assign a Care Coordination Team (CCT) counselor to consumer.
H. Placement in a residential bed shall require a physician, medical director, or LPHA to authorize medical necessity once placed with CONTRACTOR. CONTRACTOR shall review the DSM and ASAM criteria to ensure that the consumer meets the requirements for the referred treatment.
I. Upon verifying ASAM LOC, CONTRACTOR will submit through Secure File Transfer Protocol (SFTP) to COUNTY SAPT Administration:
    1. A copy of a legible individualized placement referral form verifying admission date and LOC.
    2. Proof of Drug Medi-Cal eligibility (as applicable)
        a. The CONTRACTOR must verify Medi-Cal eligibility upon admission and every month thereafter the consumer remains in treatment. For details, refer to Practices Guidelines and Procedure Manual at http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363
J. Completed placement referral forms shall be submitted within 24 hours of consumer's admission. Referrals for individuals admitted on holidays or weekends will be submitted to COUNTY SAPT Administration office prior to 1:00 p.m. the next working day.

K. COUNTY SAPT Administration will verify the request and issue a service authorization within 24 hours. For detailed instruction pertaining to the COUNTY'S authorization process, refer to the current Practices Guidelines and Procedure Manual located at: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363

L. CONTRACTOR shall submit intake assessment documents via the SFTP to COUNTY CCT within 72 hours of intake appointment.

M. CONTRACTOR shall ensure the following related to Tuberculosis (TB):
   1. CONTRACTOR shall arrange for each resident to have a chest x-ray or intradermal tuberculin test within five (5) days of the patient's admission to CONTRACTOR'S facility.
   2. Reduce barriers to consumer's accepting TB treatment through coordinating with COUNTY CCT personnel.
   3. Routinely make available TB services to each individual receiving treatment for SUD use and/or abuse.

VII. MEDICAL NECESSITY

A. The initial medical necessity determination for an individual to receive a DMC-ODS benefit must be performed through a face-to-face review or telehealth by a Medical Director, licensed physician, or Licensed Practitioner of the Healing Arts (LPHA) as defined in Section 142(a) of the STCs. This assessment will occur in the timeframe required by Title 22 of the California Code of Regulations. After establishing a diagnosis, the ASAM criteria shall be applied by the diagnosing individual to determine placement into the LOC.
   1. The individual must be reasonably ambulatory and not have physical and/or mental disabilities that would preclude their participation in all aspects of the treatment program;
   2. The individual must have completed detoxification, if necessary, and received appropriate medical clearance to begin treatment; and
   3. The individual must not demonstrate drug or alcohol induced psychosis and does not present a significant threat to self, staff or other potential consumers.

B. Medical necessity for an adult (an individual age 21 and over) is determined using the following criteria:
   1. The individual must have received at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and
   2. The individual must meet the ASAM criteria definition of medical necessity of services based on the ASAM criteria.

C. Under the EPSDT mandate, consumers under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. Medical necessity for an adolescent individual (an individual under the age of 21) is determined using the following criteria:
   1. The adolescent individual shall be assessed to be at risk for developing a SUD; and
   2. The adolescent individual shall meet the ASAM adolescent treatment criteria.
      a. If the adolescent does not meet the above criteria, they shall be referred to COUNTY prevention services.

D. If CONTRACTOR is admitting a resident for Incidental Medical Services (IMS), the resident must be assessed by a medical physician and the Health Care Practitioner

Assessment form MUST BE COMPLETED WITHIN 24-HOURS after being admitted into the program.

E. CONTRACTOR shall ensure that the medically necessary services provided are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.
F. CONTRACTOR shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary service solely because of diagnosis, type of illness, or condition of the consumer.
G. If the ASAM screening and placement does not match the assessment made by the LPHA or Medical Director, CONTRACTOR will work with COUNTY CCT to case manage the consumer to the appropriate LOC.
H. For an individual to receive ongoing DMC-ODS services, the Medical Director, licensed physician, or LPHA shall reevaluate that individual's medical necessity qualification in residential at least every thirty days through the reauthorization process and determine that those services are still clinically appropriate for that individual.
    1. If necessary, CONTRACTOR shall request a service authorization extension from SAPT Administration.
        a. For details, refer to Practices Guidelines and Procedure Manual at: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

VIII. TIMELY ACCESS

A. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal consumers that are no less than the hours of operation during which the provider offers services to non-Medi-Cal consumers.
B. If an outpatient contractor determines consumer requires residential or withdrawal management services, they will contact the COUNTY SU CARES personnel to coordinate consumer's placement for residential or withdrawal management services.
    1. No direct referrals will occur between any COUNTY contractor, department (i.e. DPSS, Probation, Courts etc.), or substance abuse clinic.
C. Consumers shall receive an intake assessment as described above in Section VI, D, within 10 business days by CONTRACTOR after initial screening or request for service.
D. Consumer preferences shall be considered such as cultural, geographical, gender, language and personal schedule. These preferences and special circumstances shall be documented in the COUNTY EHR and/or CONTRACTOR consumer chart if applicable.
E. The CONTRACTOR shall notify consumer:
    1. That oral interpretation is available for any language and written translation is available in prevalent languages;
    2. That auxiliary aids and services are available upon request and at no cost for consumers with disabilities; and
    3. How to access services.
F. CONTRACTOR shall provide, all written materials for potential consumers and consistent with the following:
    1. Use easily understood language and format;
    2. Use a font size no smaller than 12 point; and
    3. Be available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that takes into consideration the special needs of consumers or potential consumers with disabilities or limited English proficiency.

G. CONTRACTOR shall provide assistance to Riverside County residents in filling out any applicable applications for Welfare, Medi-Cal, and/or any other applicable social service.
H. Pursuant to 45 CFR 96 /NNA Agreement, CONTRACTOR shall make available interim services not later than 48 hours after a woman (pregnant only) seeks treatment when treatment is not available.
I. The CONTRACTOR shall address urgent conditions while in contact with the consumer. CONTRACTOR shall reach out to police, a 24/7 behavioral health team, or emergency personnel as the need arises.

IX. LENGTH OF STAY

A. Residential services for adults (an individual 21 and over) may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay may be authorized for one continuous length of stay in a one-year period (365 days).
B. Residential services for adolescents (an individual under 21) may be authorized for up to 30 days in one continuous period. Reimbursement will be limited to two non-continuous regimens in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay may be authorized for one continuous length of stay in a one-year period (365 days).
    1. Under the ESPDT mandate, consumers under the age of 21 are eligible to receive services needed to correct and ameliorate health conditions that care coverable under section 1905(a) Medicaid authority.
    2. Nothing in the DMC-ODS overrides any ESPDT requirements.
    3. Adolescent consumers shall receive a longer length of stay, if found to be medically necessary.
C. Perinatal consumers shall receive a length of stay for the duration of their pregnancy, plus 60 days post-partum, as medically necessary.

X. CARE COORDINATION

A. The CONTRACTOR shall comply with coordination and continuity of care within the standards prescribed by 42 CFR 438.208(b)(2). The CONTRACTOR shall coordinate the services that the CONTRACTOR either furnishes or arranges to be furnished to the consumer with services that the consumer receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.
    1. When the CONTRACTOR identifies that a consumer may have special health care needs or an ongoing special condition that requires a course of treatment or regular care monitoring, CONTRACTOR shall:
        a. Document special needs in the consumer's treatment plan; and
        b. Collaborate with COUNTY CCT personnel to assist consumer to directly access a specialist, as appropriate, for the consumer's condition and identified needs.
            (i.) Case Management activities will include assisting the consumer in following up on physical or mental health treatment.
B. The CONTRACTOR shall ensure that, in the course of coordinating care, each consumer's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 CFR 160 and 164, and 42 CFR Part 2, to the extent that such provisions are applicable.
C. CONTRACTOR shall focus on collaborating with COUNTY CCT and consumer to:
    1. Establish accountability and consumer responsibility;

2. Help with transitions of care;
3. Create a proactive treatment plan with consumer upon arrival at next modality; and
4. Monitor/follow up as needed with consumer success and support of consumer's self-management goals.

D. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for consumers within the DMC-ODS system of care. CONTRACTOR will work with COUNTY personnel to ensure consumers successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.
   1. Care coordination plan shall address how consumer can access recovery support and services immediately after discharge or upon completion of an acute care stay, with the goal of sustained engagement and long-term retention in SUD and behavioral health treatment.

E. Consumers shall be re-assessed using the ASAM criteria as the consumer moves through each LOC. Each case shall be individualized based on the consumer's progress or lack of progress. Re-assessment can take place at any time, as deemed appropriate. At a minimum, assessment and/or reassessment, using ASAM criteria shall take place at the onset of each LOC and every transition to another LOC including the successful completion of the LOC to assess the next step in the continuum of treatment.

XI. DISCHARGE PROTOCOL

A. CONTRACTOR shall be contractually bound to contact the COUNTY CCT personnel when a consumer completes residential care to aid consumer in linkage to additional services.
   1. Prior to making a decision regarding discharge, COUNTY CCT and CONTRACTOR shall collaborate on the next most appropriate LOC, including but not limited to withdrawal management, IOT, ODF, or Recovery Services.
   2. The following criteria will be used to determine when consumers are to be discharged from treatment:
      a. When the consumer satisfactorily completes the residential treatment program.
      b. When the consumer demonstrates unsatisfactory progress in accomplishing the treatment plan goals and another modality is deemed more appropriate to consumer's recovery success.
      c. When the consumer refuses to adhere to program rules and regulations.
      d. When the consumer threatens or engages in violent behavior or vandalism directed at staff, self, other consumers or property.
      e. When medically required, i.e. illness/medical condition which requires ongoing or intensive medical attention.
   3. The final decision for discharge from a residential treatment program rests with the CONTRACTOR's Program Director.

XII. TREATMENT METHODOLOGY

A. Treatment methodology used by the program shall be a recognized Evidenced Based Practice (EBP) and approved by the COUNTY SAPT Administrator (or designee). Any deviations from these service provisions shall be cleared through and approved by the COUNTY SAPT Administrator (or designee) prior to implementation.
   1. CONTRACTOR staff will have an understanding of models and theories of SUDs and behavioral, psychological, physical, and social effects of psychoactive

substances. They will also remain up to date on current research and evidence-based and best practices for treatment and recovery.

2. To use EBPs effectively, CONTRACTORS will ensure staff members are adequately trained and qualified to implement the practices with fidelity and have the appropriate supervision.
3. CONTRACTOR will be able to demonstrate which EBP is implemented, how training and supervision are conducted and how fidelity is assured.
4. CONTRACTOR will use EBPs that are age, gender, developmentally, and culturally appropriate as identified by national or State-level EBP clearinghouses (e.g., EBPs listed in SAMHSA's National Registry of Evidence-Based Programs and Practices).
5. CONTRACTOR will implement at least two of the following EBPs: Motivational Interviewing (MI); Cognitive-Behavioral Therapy (CBT); Relapse Prevention; Trauma-Informed Treatment; or Psycho-Education.

XIII. PRINCIPLES OF CARE

A. Cultural and Gender Competence

1. Screening and assessments will be comprehensive, multifaceted, trauma informed, culturally and developmentally appropriate, and provided in a empathetic, nonjudgmental manner.
2. The therapeutic alliance will be informed by the CONTRACTOR's understanding of the consumer's cultural and sexual identity and connections, the consumer's social supports, and the impact of cultural beliefs on social stigma.
3. CONTRACTOR will serve consumers whose primary language is not English, including consumers who use sign language. CONTRACTOR will provide skilled bilingual staff and/or interpreters as needed.
4. Print and audiovisual materials will be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for consumers.
5. CONTRACTOR will retain staff to address the needs of consumers from various racial and ethnic groups, religions, and spiritual affiliations, and cultural and indigenous beliefs with an emphasis on the populations in the CONTRACTOR's community. This includes ensuring cultural diversity in the staff and identifying and using engagement strategies that are culturally appropriate and effective in sustaining retention in services.
6. CONTRACTOR will assess staff attitudes and the program's informal procedures and institute formal policies to foster an environment of acceptance toward different sexual orientations. This will include an ability to address issues of sexuality, sexual identity, and gender identity, including those of lesbian, gay, bisexual, transgender, queer/questioning, and intersex (LGBTQI) consumers.
7. Gender-responsive services will be available to ensure consumers receive appropriate individualized care.
8. A "safe" environment will be cultivated to talk about sensitive issues; this will include having gender-matched staff and gender-specific services and therapies, including same gender groups and non-aggressive/non-confrontational therapies, which will enhance therapeutic alliances.

B. Integrated SUD treatment for consumers takes a comprehensive approach that addresses both the integration of treatment for substance use and co-occurring mental health disorders and the integration of SUD treatment and primary physical care services that

may include referrals for primary care needs, reproductive health needs, or issues of abuse and neglect.

1. Individualized treatment and recovery service plans will be comprehensive and address each of the consumers' and families' needs in the least restrictive setting that is safe and effective.
2. Matching treatment settings, interventions, and services with strengths, needs and preferences of the individual consumer and his or her family is imperative, given that a one-treatment approach will not adequately address the complex needs of all consumers.
3. Treatment outcomes will be assessed over time, and individualized treatment and recovery service plans will be modified to ensure they meet the consumer's changing needs and resources.

C. CONTRACTOR will receive some ongoing education and training regarding the gender-specific prevalence, etiology, signs/symptoms, and treatment of co-occurring mental and/or physical health disorders from the COUNTY. However, CONTRACTOR is expected to also provide current and relevant on-going educational opportunities of its staff.

D. The CONTRACTOR will document services provided to consumer with co-occurring mental and/or physical health conditions (e.g., medication noncompliance or abuse, interactions between potential drug use and other medications).

E. CONTRACTOR will consider the impact and consequences of trauma in all clinical interventions, recovery support services, and organizational operations.

1. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
2. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
3. Because substance use can be a coping mechanism for consumers who have experienced traumatic events, CONTRACTORs will work with consumers to build other alternative, less harmful coping skills.
4. CONTRACTOR will not require that consumers retell the details of their traumatic experience(s).
5. CONTRACTOR will assess and identify safety issues such as current risk for suicide or history of suicidal ideation and/or behaviors, physical or sexual abuse, or perpetration of physical or sexual abuse of others. When appropriate, referral will be made immediately. This assessment will include mental health (See Facility Section II. for additional information).
6. CONTRACTOR will make efforts to prevent the use of seclusion and restraint, recognizing these coercive practices are not therapeutic and can be re-traumatizing. Seclusion and restraint should be used only as a last resort if the safety of the consumer, other consumers or staff is at risk.
7. CONTRACTOR staff will be trained on the provision of a trauma-informed and trauma-responsive environment, trauma-specific services, and issues of re-traumatization. This includes frontline and nonclinical staff members (Mandell & Werner, 2008).
8. CONTRACTOR will recognize physical, emotional and psychological safety is critical for recovery.

F. CONTRACTOR will create a family-friendly environment that encourages consumers and families to engage in recovery efforts. To the maximum extent possible, services will be consumer and family driven or directed and will treat family member as shared decision makers in assessment, treatment planning, recovery support services, and clinical

activities (e.g., family therapy and other services as identified by the goals and needs of the consumer and family).

1. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
2. CONTRACTOR will work with consumer to identify family members available to engage in the consumer's recovery efforts.
3. While family-centered care will be supported, programs focused on participants with SUDs will respect and support consumers who choose not to disclose their circumstances or involve particular family members in their treatment services.
4. When involvement by the consumer's family of origin is not appropriate, the reason will be documented. Referrals to services may be offered for any family member not included in the consumer's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the consumer.
5. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the consumer; in some cases, this may require a substance use intervention for the parents or caregivers.
6. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.

G. Recovery-Oriented Systems of Care: Recovery services are important to the consumer's recovery and wellness. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, consumers will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through whom consumers are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the consumer's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to consumers. Services are provided as medically necessary.

1. Consumers may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse.
2. Recovery services may be provided face-to-face, by telephone, or by telehealth with the consumer and may be provided anywhere in the community.
3. The components of Recovery Services are:
    a. Outpatient counseling services in the form of individual or group counseling to stabilize the consumer and then reassess if the consumer needs further care;
    b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
    c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
    d. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
    e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
    f. Support Groups: Linkages to self-help and support, spiritual and faith-based support;
    g. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

4. CONTRACTOR will assist the consumer in defining what wellness in recovery means for them and supporting the attainment of wellness.
5. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
6. CONTRACTOR will encourage the use of peer recovery groups and mentors/coaches, which enhance development of skills and reasoning abilities and assist in establishing new drug refusal skills, relapse prevention techniques, and anger management skills.
7. CONTRACTOR will promote a greater responsibility on the part of the consumer for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
8. Peer recovery groups and mentors can be an option for consumers to assist in supporting their recovery.

H. CONTRACTOR shall follow Principles of Care criteria for Adolescents and Perinatal consumers as described in Exhibit A.

XIV. SERVICE ELEMENTS

A. Residential ASAM level 3.1, 3.3, 3.5
1. Services are provided in DHCS or DSS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria 3.1, 3.3 and 3.5.
2. Residential treatment services shall be provided in a 24-hour residential setting and are staffed 24-hours a day.
3. Individuals meeting this LOC have functional deficits and require a safe and stable living environment to assist in developing their recovery skills.
4. Goals for residential treatment services include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.
5. At a minimum, assessment and services for adolescents will follow the ASAM adolescent criteria.
   a. CONTRACTOR shall follow the Youth Treatment Guidelines and subsequent versions of guidelines issued by DHCS in developing and implementing adolescent treatment programs.
6. CONTRACTOR shall comply with the perinatal programs requirements as outlined in the Perinatal Services Network Guidelines 2018 and any subsequent versions issued by DHCS.
   a. If contracted to provide perinatal DMC services, CONTRACTOR shall be properly certified and shall comply with applicable requirements as outlined by DHCS
7. CONTRACTOR may offer one or more ASAM Levels 3.1, 3.3, and 3.5 of care and services which will include: assessment (intake), treatment planning, individual and group counseling, family therapy, patient education, safe guarding medications, collateral services, crisis intervention, discharge planning, transportation services, and coordination.
8. Residential Service curriculum shall be EBP. Two EBP's shall be utilized.

B. Withdrawal Management
1. CONTRACTOR shall provide Withdrawal Management (ASAM Level 3.2-WM and 3.7-WM) to consumers if contracted with COUNTY for the specified level(s) of care.

2. Withdrawal Management services shall be determined by the Medical Director, LPHAs, by contracted and licensed physicians, or by nurse practitioners, as medically necessary, and in accordance with an individualized consumer's treatment plan.
3. CONTRACTOR'S facility shall have a DHCS residential license with detoxification service authorization and DMC residential certification to provide detoxification services.
4. CONTRACTOR shall provide intake, observation, MAT (if applicable), care coordination and discharge services.

C. Case Management
1. The emphasis of case management services shall be to:
   a. Target consumers who have had multiple treatment attempts.
   b. Make sure the stages of the consumer's recovery are being managed at the appropriate LOC for that consumer.
   c. Ensure the consumer has a "Risk and Protective Factors" assessment and an aftercare plan that addresses 'risks' and enhances 'protective' factors.
2. CONTRACTOR may use case management services as adjunct services to improve consumer's ability to navigate their active treatment episode.
3. Case Management Services shall be provided to all consumers, with a strong emphasis on high-utilizers to avoid hospitalization and higher medical costs. Consumers shall be guided through the system of care, linkages shall be made to ancillary services, and consumers shall be guided in connecting the next needed ASAM LOC from detoxification through recovery services (aftercare).
4. Case Management shall be utilized as a method to provide thorough discharge planning, implementing Aftercare Plans that include access to on-going Recovery Support Services, vocational rehabilitation, sober housing, access to childcare, and parenting services to enhance the capacity of each consumer to achieve long-term recovery.
5. CONTRACTOR case management duties may also include consumer advocacy with the following referring agencies: (Disclosure of consumer information shall comply with HIPAA and 42 CFR Part 2.)
   a. County courts;
   b. Department of Public Social Services;
   c. Probation Department;
   d. Consumer employers; and
   e. Parole officers.
6. The CONTRACTOR shall coordinate case management activities with COUNTY CCT personnel and establish a rapport to coordinate consumer's care and case management activities.
7. All mandated case management functions will be monitored by the COUNTY Quality Improvement personnel.
8. A registered or certified counselor or LPHA shall provide case management activities and services.
9. Case management services shall be provided to all consumers based on the frequency documented in the individualized treatment plan.

D. Physician Consultation
1. Physician Consultation shall include DMC-ODS physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases which may address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or LOC considerations.

a. Contractor may contract with one or more physicians or pharmacists in order to provide consultation services.
b. Physician consultation services shall only be billed by and reimbursed to DMC-ODS providers.

E. Physical Examination options are listed in Practices Guidelines and Procedure Manual. http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363

F. Medication Assisted Treatment (MAT)
1. CONTRACTOR will follow COUNTY procedures for linkage/integration for consumers requiring MAT. CONTRACTOR staff will regularly communicate with COUNTY CCT and/or physicians of consumers who are prescribed these medications unless the consumer refuses to consent to sign a 42 CFR Part 2 compliant release of information for this purpose.
2. CONTRACTOR shall develop a protocol and implement mechanisms to manage the safety and effectiveness of medication practices.
   a. The monitoring and management shall be under the supervision of a person licensed to prescribe or dispense prescription drugs.
3. Contractor shall follow the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines for MAT services.
4. CONTRACTORS who are contracted for MAT services: Refer to Scope of Work – MAT for detailed description of structure and services.

G. Laboratory testing requirements will require that all laboratories must be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
1. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for Provider Performed Microscopy (PPM) procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or
2. Is CLIA-exempt.
3. Refer to Practices Guidelines and Procedures for more information about drug testing and positive results: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363

XV. BENEFICIARY INFORMING RESPONSIBILITIES

A. Pursuant to 42 CFR 438.100, CONTRACTOR shall be responsible for distributing and/or informing where the consumer can obtain the Beneficiary Brochure upon initial contact. The Beneficiary Brochure, provided by the COUNTY, contains information to enable consumers to understand how to use effectively the Drug Medi-Cal Organized Delivery System.

B. Upon CONTRACTOR'S termination of AGREEMENT with the COUNTY, the CONTRACTOR shall make a good faith effort to give written notice of the termination to each consumer within fifteen (15) calendar days after receipt or issuance of the termination notice.

C. Any decision to deny a service authorization request or to authorize a service in an amount, duration or scope, that is less than requested, shall be made by an individual who has appropriate expertise in addressing the consumer's medical and behavioral health issues. COUNTY SAPT Administration shall notify CONTRACTOR, and give the

consumer written notice of any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested. The consumer's notice shall meet the requirements of 42 CFR §438.404.

D. CONTRACTOR shall notify enrolled consumers about relocation or closure of facility 30 days prior to CONTRACTOR relocation or closure. CONTRACTOR shall post a notice in the public lobby and front door.

XVI. STAFFING/PERSONNEL

A. CONTRACTOR and subcontractor staff shall be professional staff who are licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioner of the Healing Arts (LPHA):
   1. Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.
   2. The CONTRACTOR may contract individually with LPHAs to provide DMC-ODS services.

B. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.
   1. Professional and Non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Refer to Practices Guidelines and Procedure Manual for detailed description about training requirements. http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .
   2. Proof of completion for mandatory trainings shall be maintained in personnel files.

C. Registered and certified SUD counselors shall adhere to all requirements in the California Code of Regulations, Title 9, Division 4, Chapter 8 and Mental Health & Substance Use Disorder Services Information Notice 16-058.
   1. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to consumers, in a DHCS licensed or certified program is required to be certified as defined above.

D. CONTRACTORs must have a Medical Director who, prior to the delivery of services under this AGREEMENT with COUNTY, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this AGREEMENT, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107. Refer to Practices Guidelines and Procedure Manual for a detailed description of the Medical Director's responsibilities: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

E. CONTRACTOR'S certification to participate in the DMC program shall automatically terminate in the event that the CONRACTOR or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or *nolo contendere*.

F. CONTRACTOR shall maintain a minimum outpatient staffing pattern of two treatment personnel on duty during clinic posted business hours, one full time administrator, one full time Treatment Director, and one Medical Director. The Administrator and the Treatment Director and the Treatment Director may substitute for required treatment personnel or for one another.

G. CONTRACTOR is required to maintain an overall ratio of not less than one (1) direct services staff to eight (8) program participants.

H. CONTRACTOR shall provide a list of current staff and copies of appropriate and current counselor certification or registration with an approved agency. CONTRACTOR shall be responsible for submitting updated information to COUNTY within ten (10) days of any changes in staffing.

I. All staff shall be payroll documented and paid personnel and at least one paid staff member shall be on duty in the primary facility at all times. Such personnel shall be qualified, holding appropriate licenses and/or certification in accordance with the Health and Safety Code, Section 11215 through 11997, the requirements set forth in Title 9 of the California Code of Regulations, Sate Department of Health Care Services (DHCS) policy letters and any amendments thereto. Consumers of the program may not substitute for paid personnel. Sufficient staff members will be certified in Cardiopulmonary Resuscitation (CPR) and Basic First Aid to provide coverage at all times.

J. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2, California Code of Regulations requires that at least thirty percent (30%) of CONTRACTOR staff providing counseling services in all Alcohol and Other Drug Programs (AOD) Licensed and/or Certified by DHCS shall be licensed or certified pursuant to the requirements of this Chapter. All other counseling staff shall be registered pursuant to Section 13035(f).
    1. Licensed professional may include: LCSW, MFT, Licensed Psychologist, Physician, or registered intern as specified in Section 13015.
    2. Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.
    3. All non-licensed and non-certified individuals providing counseling in an AOD program licensed and/or certified by DHCS shall be registered to obtain certification as an AOD counselor with one of each of the certifying organizations currently approved by DHCS(Health and Safety Code, Section 11833(b)(1)).
    4. Registrants shall complete certification as an AOD counselor within five (5) years of the date of registration (CCR, Section 13035(f)(1)). An individual who has not completed certification within the five year time period may not be an AOD counselor at any AOD program licensed and/or certified by DHCS.
    5. New staff that is not certified and providing direct services must be registered within six (6) months and certified within five (5) years.
    6. Any AOD program licensed and/or certified by DHCS that allows less than thirty percent (30%) licensed professionals and/or certified counselors will be cited by the COUNTY and/or DHCS for non-compliance with section 13010.
    7. An AOD program licensed and/or certified by DHCS that allows an individual to provide services as an AOD counselor that is not a licensed professional, certified AOD counselor or has exceeded the five-year time limit as a registrant is out of compliance and will receive a deficiency citation from the COUNTY and/or DHCS.
    8. Certifying individuals are required to provide documentation of completion of a minimum of forty (40) hours of continuing education and payment of a renewal fee to their certifying organization in order to renew their alcohol and other drug certification during each two-year period. (CCR, Section 13050(l)).

K. CONTRACTOR shall develop and maintain a personnel policy that includes hiring procedures in compliance with State and Federal regulations. Recruitment procedures shall include disseminating job opportunity information to the general public via newspaper listings, etc.

L. An Affirmative Action Plan shall be developed, and used to promote equality in the recruitment and hiring of staff.
    1. In order to effectively serve the residents within Riverside County, the CONTRACTORS staffing must include bilingual capacity for all services.

M. A listing of staff personnel by name, title, and professional training or degrees and license or certification shall be maintained. The list shall comply with Title 9 CCR staffing requirements.

N. Specific job descriptions or duty statements shall be developed for each position which:
    1. Describe each person's assigned duties;
    2. Describe reporting relationships;
    3. Provide sufficient detail to serve as the basis for performance evaluation.

O. Personnel policies shall be reviewed and updated annually.
    1. Personnel policies and procedures shall be available to all employees.

P. CONTRACTOR shall have a written Code of Conduct for employees and volunteers/interns. Refer to Practices Guidelines and Procedure Manual for detailed requirements.
http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

Q. A personnel file shall be maintained on each staff member. The personnel file shall contain at least the following information:
    1. Listing of training and experience.
    2. Proof of current licensure, certification, or registration, NPI print out reflecting CONTRACTOR as the practicing address; social workers and psychologists must meet business and professional codes required for licensure.
        a. Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).
    3. Annual job performance evaluations.
    4. Personnel action reports of all changes in status of the employee.

R. Job performance objectives shall be established with each staff member and reviewed, assessed, and revised annually.

S. A written staff training plan shall be developed and discussed with staff.
    1. Continuing development of staff expertise shall be encouraged.
    2. Participation in outside training seminars and workshops shall be encouraged.
    3. Proof of completion for mandatory trainings shall be maintained in personnel files.
    4. For State and County mandatory or suggested trainings refer to Practices Guidelines and Procedure Manual at http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

T. CONTRACTOR shall have written procedures for volunteers and interns. Volunteers shall have a written description of their job duties.
    1. A personnel file shall be maintained for each volunteer.
    2. Volunteers shall be accountable to a specific staff member.

3. Refer to Practices Guidelines and Procedure Manual for detailed description of requirements: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363

XVII. RECORDS, REPORTS AND DATA MANAGEMENT

A. The COUNTY will provide technical assistance on an as needed basis for CONTRACTOR.
B. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the consumer. These records will conform to the requirements of the licensing authority, DHCS, and the COUNTY. The CONTRACTOR will provide SAPT Administrator (or designee) with the following:
    1. Access to all records maintained on consumers admitted to the facility.
    2. Compliance with requests for social, economic, and demographic data.
C. CONTRACTOR shall provide a final year-end cost report summarizing the agreement year's financial activities as described in Exhibit C.
D. The COUNTY SAPT Administrator (or designee) will represent the COUNTY in all matters concerning the performance of this agreement.
E. CONTRACTOR shall have the ability to obtain, track, warehouse and share data. CONTRACTOR shall have an Electronic Health Record (EHR) system that is in use or a projected date for implementation of an EHR system. CONTRACTOR will have computers, internet access and the capability to enter data into the COUNTY'S web-based Management Information System (MIS).
F. The CONTRACTOR shall understand how the COUNTY'S web-based MIS interacts with CONTRACTORS system in order to accumulate and report data.
G. The CONTRACTOR shall collect data on the consumer characteristics as specified by DHCS and on services furnished to consumers as specified by DHCS in the CalOMS Data Collection Guide located at http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
    1. CONTRACTOR shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data into COUNTY EHR consistently throughout the month.
    2. CONTRACTOR shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction electronically and in a timely manner every month.
    3. CONTRACTOR staff shall participate in CalOMS-Tx informational meetings, DHCS webinar training, and COUNTY mandatory trainings
    4. CONTRACTOR shall comply with the CalOMS-Tx Data compliance standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines and reporting method.
        a. CONTRACTOR shall report data that is accurate and complete by:
            (i.) Verifying the accuracy and timeliness of reported data;
            (ii.) Screening the data for completeness, logic, and consistency; and
            (iii.) Responding to COUNTY requests for CalOMS corrections and submittals in a timely manner. Refer to Practices Guidelines and Procedure Manual for specific reporting instruction at http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363

H. CONTRACTOR shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions are completed no later than the 10th day of every calendar month and submitted to DHCS.
    1. CONTRACTOR will notify COUNTY SAPT Administration about any changes to certification that will effect DATAR non-compliance.
    2. CONTRACTOR will request passwords or resetting of passwords from COUNTY SAPT Administration prior to the monthly due date to ensure timely monthly reporting compliance.
    3. CONTRACTOR shall respond to COUNTY requests for DATAR data submittals in a timely manner.

XVIII. CONTINUOUS QUALITY MANAGEMENT

A. CONTRACTOR will adhere to section 17020 of DHCS certification standards which can be found on the DHCS website http://www.dhcs.ca.gov/provgovpart/Documents/AOD_Certification_Standards.pdf
B. CONTRACTOR shall maintain written policies for continuous quality management and shall document in each consumer's file compliance with the procedures. The procedures shall include the following:
    1. Continuity of activities
    2. Consumer file review
    3. Recovery or treatment plan review
C. CONTRACTOR shall develop a Utilization Review Committee to conduct regular utilization reviews of CONTRACTOR'S charts and quality of care. Committee can consist of internal and external committee members who will provide qualitative feedback to CONTRACTOR.
D. CONTRACTOR will conduct an annual internal review for major agency policies and documents, such as personnel policies, job descriptions, administrative and fiscal policies, and Board by-laws.
E. CONTRACTOR will conduct training for their Board of Directors and the staff that is appropriate to their role in the respective agency, and designed to keep them well informed.
    1. Board training will take place at least annually, and include topics relevant to governing board responsibilities in the non-profit sector.
    2. Staff in-service training will take place at least quarterly, and will include topics relevant to HIV infections training, and substance abuse counseling such as treatment review, case management, recovery process, and various methods and techniques used in working with addiction.
F. Written policies, rules, and procedures shall be developed governing the operation of the CONTRACTOR. These policies, rules, and procedures shall be known and available to staff.
G. The policies, rules and procedures shall be maintained in compliance with local, state, and federal laws and regulations through an annual review and update.
H. A procedure shall exist for initiating, developing, and declaring policies and procedures. It shall provide for staff input.
I. CONTRACTOR will adhere to applicable current quality assurance standards stated below; DMC-ODS Waiver, Title 22 – Drug Medi-Cal standards, State of California AOD certification standards, whichever is most stringent.

J. There shall be established policies and procedures governing recordkeeping, including organization of record content, responsibilities for documentation and maintenance of records, transmittal security, confidentiality, retention, release and storage of records.\

K. The CONTRACTOR shall implement mechanisms to assess consumer/family satisfaction. The CONTRACTOR shall assess consumer/family satisfaction by:
   1. Surveying consumer/family satisfaction with the CONTRACTOR'S services at least annually;
   2. Evaluating consumer grievances, appeals and fair hearings at least annually;
   3. Evaluating requests to change counselors providing services at least annually; and
   4. The CONTRACTOR shall inform COUNTY of the results of consumer/family satisfaction activities.

L. The CONTRACTOR shall implement mechanisms to monitor safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

XIX. CONTRACT MONITORING

A. The CONTRACTOR will participate in the COUNTY administrative, clinical and fiscal annual agreement monitoring as well as more frequent program reviews conducted by COUNTY. With proper identification, the COUNTY will be allowed to inspect all CONTRACTOR program activities, records, treatment plans, and files to ensure compliance with regulations. COUNTY and/or DHCS monitoring may be announced and/or unannounced.

B. Copies of the following current documents shall be available on site to the COUNTY Contract Monitor:
   1. Program hours
   2. Organization Chart
   3. Board of Director's Roster
   4. Medical Director Schedule
   5. Safety Plan
   6. Fire Extinguishers
   7. Secure Records
   8. EHR Safeguards
   9. Client Rights posted
   10. EBP Curriculum (two)
   11. Educational Materials and Resources in English and Spanish
   12. Cultural Competency Plan and completed training certifications for all staff.
   13. Affirmative Action Plan
   14. ADA Compliance
   15. Articles of Incorporation and Amendments of Articles, if applicable.
   16. A resolution by BOD indicating who is empowered to sign all Agreement and billing certifications.
   17. Minutes of Utilization Review meetings and list of names of Utilization Review Committee for all DMC certified CONTRACTORS.
   18. By-laws and minutes of Board meetings.
   19. Proof of completion of required trainings in personnel files.
   20. Medication Protocol and Safeguards. (if applicable)
   21. Medical Director approved and signed Independent Practices Guidelines.
   22. Any other documents specified in the Agreement with COUNTY.

C. The following licenses and certifications shall be maintained and current:
    1. Program AOD and DMC certifications
    2. Fire Clearance
    3. Zoning License
    4. Business License
    5. Any other licenses or certificates required by local or state laws.

D. CONTRACTOR shall insure that all required COUNTY Corrective Action Plans (CAP) are submitted within 30 days of receipt of the monitoring report, or as specified by the COUNTY. The CAP shall include:
    1. A statement of the deficiency;
    2. A list of action steps to be taken to correct the deficiency;
    3. Date of completion of each deficiency corrected; and
    4. Who will be responsible for correction and ongoing compliance.
    5. For more detailed information about CAP requirements, refer to http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

E. CONTRACTOR will immediately notify SAPT Administrator when CONTRACTOR plans to have a change in ownership, change in scope of services, remodeling of facility or change in location.

XX. STATE MONITORING

A. After the DMC services have been rendered and paid, CONTRACTOR is subject to Postservice Postpayment (PSPP) utilization reviews performed by DHCS.

B. DHCS shall monitor the CONTRACTOR compliance with PSPP utilization review requirements in accordance with Title 22.

C. DHCS shall monitor the CONTRACTOR compliance with AOD facility licensing and/or certification review requirements in accordance with AOD Standards and Title 9.

D. When DHCS cites deficiencies in the PSPP or AOD review, CONTRACTOR is required to submit a CAP to COUNTY for approval ***prior*** to submission to DHCS for final approval. The CAP shall include:
    1. A statement of the deficiency;
    2. A list of action steps to be taken to correct the deficiency;
    3. Date of completion of each deficiency corrected; and
    4. Who will be responsible for correction and ongoing compliance.

E. CONTRACTOR shall submit a copy of the CAP resulting from a PSPP or AOD review performed by DHCS by email to the COUNTY Supervising Behavioral Health Specialist at Quality Improvement.
    1. COUNTY will review CAP within ten (10) days to ensure it meets DHCS corrective findings and is formatted appropriately and then notify CONTRACTOR when approved to send.
    2. COUNTY will then conduct a site visit to follow up on reported deficiencies within 30 calendar days of approving the CAP.

F. DHCS shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate.

G. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas and request an updated CAP from COUNTY with a copy to the CONTRACTOR.

1. The CONTRACTOR must submit an updated CAP to the DMC PSPP Unit with 30 days of notification following the same COUNTY approval process stated above.

H. If the CONTRACTOR does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS and/or COUNTY may withhold funds from the CONTRACTOR until the CONTRACTOR is in compliance.

I. CONTRACTOR may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS.

J. CONTRACTOR shall assure all sites keep a record of the consumers being treated at each site. CONTRACTOR shall retain consumer records for a minimum of ten (10) years from the date of the last face-to-face contact. When an audit by the Federal Government or DHCS has been started before the expiration of the ten-year period, the consumer records shall be maintained until completion of the audit and the final resolution of all issues as result of the audit.

XXI. OUTCOMES MEASURES

A. In order to evaluate the effectiveness of treatment and to comply with funding requirements, CONTRACTOR will complete the following outcome measurement tools:

1. COUNTY issued American Society of Addiction Medicine (ASAM)
   a. The ASAM screening will be administered prior to admission in order to determine the appropriate LOC.
   b. Consumer preferences shall be considered such as cultural, geographical, gender, and language and personal schedule. These variances and special circumstances shall be documented in the consumer chart.
   c. Consumers shall be re-assessed using the ASAM criteria as the consumer moves through each modality of care.
      (i.) Re-assessment can take place at any time, as deemed appropriate.
      (ii.) At a minimum, assessment and/or reassessment, using COUNTY issued ASAM screening criteria shall take place at the onset of each modality and at the conclusion of the modality to assess the next step in the continuum of treatment.
2. Surveys to be administered as required by COUNTY Research:
   a. Mental Health Statistics Improvement Program Survey (MHSIP)
   b. Treatment Perceptions Survey (TPS)
   Surveys will be sent to:
   RUHS-BH Research Unit
   Attention: Quality Research Division
   Riverside University Health System-Behavioral Health
   2085 Rustin Avenue
   Riverside, CA 92507

Scope of Work – Residential

ASAM Level 3.1 Clinically Managed Low-Intensity Residential
ASAM Level 3.3 Clinically Managed Population Specific High-Intensity Residential
ASAM Level 3.5 Clinically Managed High-Intensity Residential

I. SCOPE OF SERVICES:

Facility is a non-institutional, 24-hour non-medical, short-term residential program that provides rehabilitation services to consumers with a substance use disorder diagnosis when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan. Residential services are provided to non-perinatal, perinatal, and adolescents. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each consumer shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create individualized treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

The length of residential services range from 1 to 90 days with a 90-day maximum for adults (an individual 21 and over) and 30-day maximum for adolescents (an individual under 21); unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous regimens will be authorized in a one-year period. Perinatal consumers may receive a longer length of stay based on medical necessity. Perinatal consumers may receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends.) All extensions will require approval and authorization by COUNTY personnel.

COUNTY personnel will provide prior authorization for residential services within 24 hours of the consumer seeking and meeting medical necessity for residential services. COUNTY personnel will review the DSM and ASAM Criteria to ensure that the consumer meets the requirements for the service prior to referral to a residential facility. Providers will adhere to COUNTY written policies and procedures for processing referral requests for initial and continuing authorization of services. Providers and the COUNTY SU CARES and Care Coordination team will follow placement and referral protocols to ensure that there is consistent application of review criteria for authorization, placement and referral decisions.

A. ASAM Level 3.1 – Clinically Managed Low-Intensity Residential Services
   1. Service Definition: 24-hour structure with available trained personnel and at least five hours of clinical service/week.
   2. Facility: Freestanding or integrated, appropriately licensed residential facility with 24-hour supervision.
   3. Modality: Residential
   4. Staffing: Clinical staff knowledgeable about the biopsychosocial dimension of substance use disorders and their treatment:
      a. Allied Health Professionals (counselor aides or group living workers).
      b. Clinical staff that include Registered/Certified AOD counselors and Licensed Practitioners of the Healing Arts (LPHA).

5. Treatment Documentation:
    a. Individualized biopsychosocial assessment.
    b. Individualized treatment planning and documentation of individualized progress notes reflecting implementation of individualized treatment plan and consumer's response to interventions, as described in AOD Standards.

6. Clinical Requirements:
    a. Services to improve the ability to structure and organize tasks of daily living and recovery.
    b. Planned clinical program activities (at least five hours/week) directed to stabilize the consumer's SUD symptoms, increase motivation, and develop recovery skills.
    c. A minimum of 20 hours per week of individual and/or group counseling sessions and/or structured therapeutic activities shall be provided for each consumer in accordance with the consumer's treatment plan.
    d. Counseling and clinical monitoring to support involvement in productive daily living activities.
    e. Drug screening and monitoring of medication adherence.
    f. Recovery support services, including support for the affected family.
    g. Addiction pharmacotherapy.

7. Recovery Residence Component:
    a. Structured recovery residence environment with 24-hour staffing.
    b. Community house meetings and responsibilities to promote community recovery concepts and norms.
    c. Introduction of consumer to local recovery community and resources.

8. Support Systems for Level 3.1 Include:
    a. Telephone or in-person consultation with a physician and emergency services available 24 hours/day, 7 days/week.
    b. Referrals coordinated with RUHS-BH SAPT Care Coordinator to other levels of care with close coordination of transfer to more intensive levels of care, medication management, and housing services.
    c. Ability to arrange for needed procedures as appropriate to the severity and urgency of the consumer's condition; to include obtaining pharmacotherapy for psychiatric and anti-addiction medications.
9. Hours and Duration of Treatment:
    a. Duration varies with severity of individual's illness and the response to treatment.
    b. Clinical component requires a minimum of five (5) hours/week; Residential component is 24-hours/day.

B. ASAM Level 3.3. – Clinically Managed Population Specific High-Intensity Residential Services
1. Service Definition: 24-hour structured living environment in combination with high-intensity clinical services for individuals with significant cognitive impairment. The cognitive impairments are so significant that Outpatient motivational and/or relapse prevention strategies are not feasible or effective and it is unlikely he/she could benefit for other levels of residential care. The impairments may be permanent or temporary and generally result in problems in interpersonal relationships, emotional coping, and/or comprehension.
2. Facility: Programs provided in a therapeutic rehabilitation facility or a traumatic brain injury program, licensed health care facility.

3. Modality: Residential 24-hour care.
4. Staffing: Professional Interdisciplinary Team performing within scope of practice. All staff should have knowledge of biological and psychosocial dimensions of SUD and mental disorders and their treatment with specialized training in behavioral management.
    a. Allied Health Professionals (counselor aides or group living workers).
    b. Clinical Staff who include Registered/Certified AOD counselors and Licensed Practitioners of the Healing Arts (LPHA).
    c. Physicians and physician extenders.
5. Treatment Documentation:
    a. Level 3.3 programs are to provide a thorough Individualized biopsychosocial assessment.
    b. Individualized treatment planning and documentation of individualized progress notes reflecting implementation of individualized treatment plan and consumer's response to interventions (as described in AOD Standards).
6. Clinical Requirements:
    a. Daily clinical services to improve consumer's ability to structure and organize adult daily living tasks and succeed in productive daily activities such as work or school.
    b. Clinical programming to stabilize consumer's addiction symptoms and develop recovery skills: may include a range of cognitive and/or behavioral therapies administered on an individual and group basis.
    c. A minimum of 20 hours per week of individual and/or group counseling sessions and/or structured therapeutic activities shall be provided for each consumer in accordance with the consumer's treatment plan.
    d. Drug Screening and monitoring of medication adherence.
    e. Recovery support services, including support for the affected family.
7. Support Systems:
    a. Telephone or in-person consultation with a physician and emergency services available 24 hours/day, 7 days/week.
    b. Referrals coordinated with RUHS-BH SAPT Care Coordinator to other levels of care with close coordination of transfer to more intensive levels of care, medication management, and housing services.
    c. Medical, psychiatric, psychological, laboratory and toxicology services available through consultation or referral.
8. Hours and Duration of Treatment:
    a. Duration varies with severity of individual's illness and the response to treatment.
9. Special Consumer Considerations: Adolescents- This level of care is not designated for Adolescent Care.

C. ASAM Level 3.5 – Clinically Managed High-Intensity Residential Services
1. Service Definition: 24-hour residential care for consumers who require a 24-hour supportive treatment environment in order to develop sufficient recovery skills to avoid relapse or continued AOD use. Consumers typically have multiple challenges in addition to addiction (trauma history, criminal/legal issues, psychological problems, etc.)

    NOTE: Adolescent programs providing this level of residential service for ages 12-17 are identified as "Clinically Managed Medium Intensity Residential Services"

2. Facility: Therapeutic community or residential treatment center (usually a freestanding, appropriately licensed residential facility).
3. Modality: Residential 24-hour care.

4. Staffing: Professional Interdisciplinary Team performing within scope of practice. All staff should have cross training to understand the signs and symptoms of mental disorders
    a. Allied Health Professionals (counselor aides or group living workers).
    b. Clinical Staff who include Registered/Certified AOD counselors and Licensed Practitioners of the Healing Arts (LPHA). One or more clinicians are available on-site or by phone 24 hours/day.
5. Treatment Documentation:
    a. Programs provide an individualized, comprehensive biopsychosocial assessment.
    b. Individualized progress notes reflecting implementation of individualized treatment plan and consumer's response to interventions (as described in AOD Standards).

6. Clinical Requirements:
    a. Planned, evidence-based clinical program activities and professional services to stabilize addiction symptoms and develop recovery skills.
    b. Daily organized programming to improve consumer's ability to structure and organize tasks of daily living and recovery.
    c. Counseling and clinical monitoring to support involvement in productive daily living activities.
    d. Drug Screening and monitoring of medication adherence.
    e. Planned community reinforcement designed to foster prosocial values and community living skills.
    f. Recovery support services, including support for the affected family.
    g. Addiction pharmacotherapy.
    h. Assessment to include an initial withdrawal assessment including a medical evaluation or referral within 48 hours of admission. If detoxing, provide daily withdrawal monitoring and ongoing screening for medical and nursing care needs.
7. Support Systems:
    a. Telephone or in-person consultation with a physician and emergency services available 24 hours/day, 7 days/week.
    b. Referrals coordinated COUNTY Care Coordination Team (CCT) to other levels of care with close coordination of transfer to more intensive levels of care, medication management, and housing services.
    c. Ability to arrange for needed procedures as appropriate to the severity and urgency of the consumer's condition-to include obtaining pharmacotherapy for psychiatric and anti-addiction medications.
8. Hours and Duration of Treatment:
    a. Duration varies with the severity of individual's illness and their response to treatment.
    b. A minimum of 20 hours per weeks of individual and/or group counseling sessions and/or structured therapeutic activities shall be provided for each consumer in accordance with the consumer's treatment plan.
    c. Of these minimum 20 hours, 10 hours at minimum are required to be clinical services. Duration varies with the severity of individual's illness and their response to treatment.

II. SERVICE ELEMENTS

A. For residential treatment to be reimbursed on a daily basis, the service provided must include a required service activity on the date of billing. The components of residential treatment are established in the DMC-ODS Waiver special terms and conditions (STC), Section 134. Including:

1. Intake
2. Individual
3. Group Counseling
4. Patient Education
5. Family Therapy
6. Collateral Services
7. Crisis Intervention Services
8. Treatment Planning
9. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
10. Discharge Services

B. Group counseling is described in the DMC-ODS STCs as a face-to-face contact in which one or more therapists or counselors treat two or more consumers at the same time with a maximum of 12 in the group, focusing on the therapeutic SUD treatment needs of the individuals served. Group counseling is considered a clinical intervention. The other structured activities that are available in residential treatment, including patient education, are not considered clinical interventions, and are not subject to a limitation in regard to the number of participants. Any structured activity not listed in the STCs will not satisfy the requirement for reimbursement for residential treatment.

III. GENERAL PROGRAM CRITERIA

A. Each consumer shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems.
B. All new consumers shall be oriented to the services, requirements, and physical layout of the program. Upon admission, the consumer will be given a complete orientation to the CONTRACTOR'S program, list of daily activities, and general house rules.
C. Consumers shall be involved in frequent informal discussion with each other and staff concerning alcohol and other drug problems and recovery.
D. Consumers shall be expected to participate in all activities of the program unless excused due to illness or outside appointments.
E. CONTRACTOR shall provide a safe, drug-free and structured 24-hour day treatment and recovery program with meals, furnishings, and basic necessities. CONTRACTOR shall provide limited emergency clothing to consumers admitted to CONTRACTOR'S program. CONTRACTOR shall make provisions for both emergency and limited medical services for minor physical problems. CONTRACTOR shall provide for the transportation of consumers, including liaison for court obligations, participation in self-help groups, to medical facilities and any other local resources when appropriate.
G. Residential treatment shall be very structured to control the use of the telephone, cell phones, leaving the facility without an escort and receiving visitors.
H. CONTRACTOR shall provide necessary emotional support to maintain and assist the consumer in developing an alcohol and/or other drug free lifestyle.
I. CONTRACTOR shall ensure that consumers are afforded every opportunity to participate in self-help recovery groups such as Narcotics Anonymous and Alcoholics Anonymous. CONTRACTOR may provide meeting space in the facility if deemed appropriate.

IV. POPULATION CRITERIA

A. Adolescents (Under age 21):

Under the EPSDT mandate, consumers under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. The adolescent residential treatment program for consumers under the age of 21 should maximize by design an environment that supports the elimination of dependency on alcohol and or drugs through provided treatment services. CONTRACTOR is expected to follow a full continuum of care as established by DHCS and COUNTY addressing the varying levels of services needed by youth, and allow for movement back and forth across levels as treatment progresses or regresses. Transitions between modalities will be logistically and therapeutically coordinated between the CONTRACTOR and the RUHS-BH SAPT Care Coordination team assigned to each consumer.

B. Adolescents (Age 12-17):
   1. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Youth Treatment Guidelines www.rcdmh.org/sureference.
   2. Principles of Care as recommended by National Association of State Alcohol and Drug Abuse Directors (NASADAD 9/24/2014) will be the guide for provision of adolescent residential services:
      a. Youth-guided care will be based on the unique circumstances and events that contributed to the adolescent's SUD that may influence his or her treatment and recovery.
      b. Treatment will not simply address the adolescent's SUD but will also be a comprehensive, strengths-based process that addresses medical, social, familial, vocational, and legal issues while providing recovery support.
      c. The entire treatment process will involve the adolescent as a full partner and will focus on measurable goals and resiliency building, with specific timeframes identified by the adolescent, his or her family, and the provider.
      d. Individualized treatment plans will be developed in conjunction with the adolescent and his or her family and involve the adolescent in recognizing and appreciating his or her unique strengths and assets and clarifying needs.
      e. Skill development based on the different needs the adolescent has expressed, such as developing his or her identity, handling academic issues, and addressing peer and familial relationships, will be included for further capacity building.
      f. Adolescents will have a developmentally appropriate level of responsibility in their own care that encourages them to make decisions in coordination with their families, take on new roles, and enhance their self-confidence to encourage ownership of their treatment and recovery process.
      g. CONTRACTOR will integrate a positive youth development approach into SUD treatment. This includes supporting the adolescents to develop their competence, character, connections, confidence, and contributions in positive ways (Pittman, Irby, Tolman, Yohalem, & Ferber, 2002).
      h. If an youth meets the minimum program admission criteria, and is appropriate for treatment, background information will be gathered in face-to-face interviews with the youth and their family and/or significant others, and collateral contacts to determine the individual's problems and strengths and to identify natural supports.
   3. Developmentally Appropriate Care
      a. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
      b. At every level of care, program services for adolescents will be designed and implemented in ways that are developmentally relevant (e.g. taking age, maturation, cognitive processing, decision making skills, and special needs of the individual

adolescents into consideration). Adolescents will be treated in the least restrictive environment possible.

c. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
d. CONTRACTOR staff will communicate and deliver services that are age appropriate in terms of the adolescent's developmental stage, cognitive ability, and relevant environmental and socio-cultural factors.
e. Treatment and recovery will address the nuances of adolescent experience (including cognitive, emotional, physical, social, and moral development) and how these nuances interface with their alcohol and other drug use.
f. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
g. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.

4. Cultural and Gender Competence
   a. Screening and assessments will be comprehensive, multifaceted, trauma informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
   b. CONTRACTOR will use culturally and gender-appropriate strategies for prevention, engagement, screening, assessment, treatment planning, intervention, treatment, and recovery supports for adolescents and their families.
   c. CONTRACTOR should also "be aware of the effects of socialization, stereotyping and unique life events on the development of girls...across diverse cultural groups" (American Psychological Association, 2007).
   d. The therapeutic alliance will be informed by the CONTRACTOR'S understanding of the adolescent's cultural and sexual identity and connections, the adolescent's social supports, and the impact of cultural beliefs on social stigma.
   e. CONTRACTOR will be sensitive to the cultural expectations adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.
   f. CONTRACTOR will serve adolescents whose primary language is not English, including adolescents who use sign language, will provide skilled bilingual staff and /or interpreters as needed. Print and audiovisual materials will be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
   g. CONTRACTOR will retain staff to address the needs of adolescents from various racial and ethnic groups, religions, and spiritual affiliations, and cultural and indigenous beliefs with an emphasis on the populations in the CONTRACTOR'S community. This includes ensuring cultural diversity in the staff and identifying and using engagement strategies that are culturally appropriate and effective in sustaining retention in services.
   h. CONTRACTOR will assess staff attitudes and the program's informal procedures and institute formal policies to foster an environment of acceptance toward different sexual orientations. This will include an ability to address issues of sexuality, sexual identity, and gender identity, including those of lesbian, gay, bisexual, transgender, queer/questioning, and intersex (LGBTQI) adolescents.
   i. Gender-responsive services will be available to ensure adolescents receive appropriate individualized (youth-guided) care.

j. A "safe" environment will be cultivated to talk about sensitive issues; this will include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/non-confrontational therapies, which will enhance therapeutic alliances.
k. CONTRACTOR will have an understanding of how culture, sexuality, and gender influence a young person's identity and substance involvement, which will in turn inform effective intervention strategies.

5. Systems Collaboration Among Youth Serving Agencies
   a. CONTRACTOR will coordinate case management with consumer's COUNTY Care Coordinator and other systems, taking into account State and Federal laws pertaining to disclosure of confidential consumer information.
   b. A discharge plan will be developed prior to the consumer's return to the community in coordination with the COUNTY Care Coordinator. This plan will include linkages to community-based agencies that will help address the adolescent's SUD needs through the provision of continuing care and recovery support services as needed.
   c. CONTRACTOR will ensure adolescents returning to community educational settings meet with their treatment team and education officials to assist their transition back into school, in consideration of their continuing clinical monitoring and recovery needs. This will include teaching educators about SUDs.

6. Integrated Care
   a. Integrated SUD treatment for adolescents takes a comprehensive approach that addresses both the integration of treatment for substance use and co-occurring mental health disorders and the integration of adolescent SUD treatment and primary care services that may include referrals to primary pediatric care needs, reproductive health needs, or issues of abuse and neglect.
   b. Individualized treatment and recovery service plans will be comprehensive an address each of the adolescents' and families' needs in the least restrictive setting that is safe and effective.
   c. Matching treatment settings, interventions, and services with strengths, needs, and preferences of the individual adolescent and his or her family is imperative, given that a one-treatment approach will not adequately address the complex needs of all adolescents.
   d. Treatment outcomes will be assessed over time, and individualized treatment and recovery service plans will be modified to ensure they meet the adolescent's changing needs and resources.
   e. CONTRACTOR will receive some ongoing education and training regarding the gender-specific prevalence, etiology, signs/symptoms, and treatment of co-occurring mental and/or physical health disorders from the COUNTY. However, CONTRACTOR is expected to also provide current and relevant on-going educational opportunities for its staff.
   f. The CONTRACTOR will document services provided to individual with co-occurring mental and/or physical health conditions (e.g., medication noncompliance or abuse, interactions between potential drug use and other medications).

7. Trauma Informed Care
   a. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.
   b. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.

c. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
d. Because substance use can be a coping mechanism for adolescents who have experienced traumatic events, providers will work with adolescents to build other alternative, less harmful coping skills.
e. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).
f. CONTRACTOR will assess and identify safety issues such as current risk for suicide or history of suicidal ideation and/or behaviors, physical or sexual abuse, or perpetration of physical or sexual abuse of others. When appropriate, referral will be made immediately. This assessment will include mental health (see "Safety and Facilities" section for additional information).
g. CONTRACTOR will make efforts to prevent the use of seclusion and restraint, recognizing these coercive practices are not therapeutic and can be re-traumatizing. Seclusion and restraint should be used only as a last resort if the safety of the adolescent or staff is at risk.
h. CONTRACTOR staff will be trained on the provision of a trauma-informed and trauma-responsive environment, trauma-specific services, and issues of re-traumatization. This includes frontline and nonclinical staff members (Mandell & Werner, 2008).
i. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.

8. Family Centered Care
   a. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
   b. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.
   c. CONTRACTOR will create a family-friendly environment that encourages adolescents and families to engage in recovery efforts. To the maximum extent possible, services will be adolescent and family driven or directed and will treat family member as shared decision makers in assessment, treatment planning, recovery support services, and clinical activities (e.g., family therapy and other services as identified by the goals and needs of the adolescent and family).
   d. While family-centered care will be supported, programs focused on adolescents with SUDs will respect and support adolescents who choose not to disclose their circumstances or involve particular family members in their treatment services.
   e. When involvement by the adolescent's family of origin is not appropriate, the reason will be documented. Referrals to services may be offered for any family member not included in the adolescent's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the adolescent.
   f. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the adolescent; in some cases, this may require a substance use intervention for the parents or caregivers.
   g. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.
9. Recovery-Oriented Systems of Care

a. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
b. CONTRACTOR will assist the adolescent in defining what wellness in recovery means for them and supporting the attainment of wellness.
c. CONTRACTOR will encourage the use of peer recovery groups and mentors/coaches, which enhance development of skills and reasoning abilities and assist in establishing new drug refusal skills, relapse prevention techniques, and anger management skills.
d. CONTRACTOR will promote a greater responsibility on the part of the adolescent for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
e. Treatment and recovery planning will be youth guided and youth centered to the extent that is developmentally appropriate, building on the adolescent's priorities and interests. CONTRACTOR will give adolescent choices to assist in their self-directed care.
f. Peer recovery groups and mentors can be an option for adolescents to assist in supporting their recovery.

10. Evidence-Based Services and Practices
    a. CONTRACTOR staff will have an understanding of models and theories of SUDs and behavioral, psychological, physical, and social effects of psychoactive substances. They will also remain up to date on current research and evidence-based and best practices for adolescent treatment and recovery.
    b. CONTRACTOR will use EBPs that are age, gender, developmentally, and culturally appropriate as identified by national or State-level EBP clearinghouses (e.g., EBPs listed in SAMHSA's National Registry of Evidence-Based Programs and Practices).

C. Perinatal:
1. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Perinatal Practice Guidelines 2018-19 as set forth by the Department of Health Care Services Programs (DHCS) located on the DHCS website.
2. In accordance with SABG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate.
3. The CONTRACTOR must directly provide, or provide a referral for, the following services:
    a. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
    b. Primary pediatric care, including immunization, for their children;
    c. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
    d. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
    e. Sufficient case management and transportation to ensure that women and their children have access to services.

V. SERVICE CODES

A. The service codes listed below are applicable to the Residential modality. COUNTY will assign CONTRACTOR applicable service codes from the following list:

Residential Level 3.1	Residential Level 3.3
SA210R31 SA210R31P (Perinatal) SA210R31PY (Perinatal-Youth) SA210R31Y (Youth)	SA210R33 SA210R33P (Perinatal) SA210R33PY (Perinatal-Youth) SA210R33Y (Youth)
Residential Level 3.5	**Room and Board**
SA210R35 SA210R35P (Perinatal) SA210R35PY (Perinatal-Youth) SA210R35Y (Youth)	SA190RAB SA190RABP (Perinatal) SA190RABPY (Perinatal-Youth) SA190RABY (Youth)

Scope of Work – Withdrawal Management

ASAM Level 1.0 WM – Ambulatory Withdrawal Management
ASAM Level 2.0 WM – Ambulatory Withdrawal Management
ASAM Level 3.2 WM – Clinically Managed Residential Withdrawal Management
ASAM Level 3.7 WM – Medically Monitored Inpatient Withdrawal Management
ASAM Level 4.0 WM – Medically Monitored Inpatient Withdrawal Management

I. SCOPE OF SERVICES:

Withdrawal Management (WM) services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan. Each consumer shall reside at the facility, if receiving a residential service, and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the State of California requirements.

A. ASAM Level 1.0 WM – Ambulatory Withdrawal Management

1. Service Definition: This level of detoxification is an organized outpatient service, which may be delivered in an office setting, healthcare or addiction treatment facility, or in a consumer's home by trained clinicians who provide medically supervised evaluation, detoxification, and referral services according to a predetermined schedule. Services are provided in regularly scheduled sessions, delivered under a defined set of policies and procedures or medical protocols. In this level of care, outpatient detoxification services should be designed to treat the consumer's level of clinical severity, to achieve safe and comfortable withdrawal from mood-altering drugs, and to effectively facilitate the consumer's transition into treatment and recovery
2. Facility: Any DHCS Certified Outpatient Facility which has also has AOD certification with a non-residential detox service authorization.
3. Staffing: An interdisciplinary team of Professional Staff performing within their scope of practice, and all staff should have cross training to understand the signs and symptoms of mental disorders. This may include, but not limited to, the following:
    a. Registered/certified AOD counselors
    b. Licensed Practitioner of the Healing Arts (LMFT, LCSW, Psychologists, RN, etc)
    c. Generalist Physician may provide general medical evaluations.
    d. If Medication Assisted Treatment (MAT) services are to be provided, then a licensed practitioner with prescribing authority will be needed (MD, DO, PA, NP).
    e. It is recommended that physicians have specialty training and/or experience in addiction medicine.
4. Clinical Requirements:
    a. Intake: The process of admitting a consumer into a substance use disorder (SUD) treatment program. Intake includes the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs, and may include a physical examination and laboratory testing necessary for SUD treatment.
    b. Observation: The process of monitoring the consumer's course of withdrawal as frequently as deemed appropriate for the consumer. This may include, but is not limited to, observation of the consumer's health status.
    c. Medication Services: The prescription or administration related to SUD treatment services, and/or the assessment of the side effects and results of that medication

d. Clinical Services: Individualized treatment planning reflecting case management, interdisciplinary team coordination of related addiction treatment, health care, mental health, social services, and discharge planning services to prepare the consumer for referral to another level of care, post treatment return, re-entry into the community, and/or the linkage of the individual to community treatment, housing, and human services.
e. Documentation: Ongoing case documentation consistent with AOD Standards.

5. Services: The services provided under Level 1.0 WM include all necessary services for assessment and medication or non-medication withdrawal management to include the following:
   a. Physician or nurse monitoring
   b. Clinical support and education
   c. Referral for ongoing support or transfer planning
6. Support Systems: Level 1.0-WM support services include the following:
   a. Availability of specialized psychological and psychiatric consultation and supervision for biomedical, emotional, behavioral, and cognitive problems.
   b. 24-hour access to emergency medical services
   c. Affiliation with other levels of care for referral and transfer as appropriate.

B. ASAM Level 2.0 WM – Ambulatory Withdrawal Management

1. Service Definition: This level of detoxification is similar to Level 1.0-WM Ambulatory Detoxification Without Extended Onside Monitoring, but adds the availability of credentialed and licensed nurses who monitor consumers over a period of several hours each day of service. Like Level 1.0-WM, in this level of care, detoxification services are provided in regularly scheduled sessions and delivered under a defined set of policies and procedures or medical protocols.
2. Facility: Any DHCS Certified Outpatient Facility which has also has AOD certification with a non-residential detox service authorization.
3. Staffing: An interdisciplinary team of Professional Staff performing within their scope of practice, and all staff should have cross training to understand the signs and symptoms of mental disorders. This may include, but not limited to, the following:
   a. Registered/certified AOD counselors
   b. Licensed Practitioner of the Healing Arts (LMFT, LCSW, Psychologists, RN, etc)
   c. Generalist Physician may provide general medical evaluations.
   d. If Medication Assisted Treatment (MAT) services are to be provided, then a licensed practitioner with prescribing authority will be needed (MD, DO, PA, NP).
   e. It is recommended that physicians have specialty training and/or experience in addiction medicine.
4. Clinical Requirements:
   a. Intake: The process of admitting a consumer into a substance use disorder (SUD) treatment program. Intake includes the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs, and may include a physical examination and laboratory testing necessary for SUD treatment.
   b. Observation: The process of monitoring the consumer's course of withdrawal as frequently as deemed appropriate for the consumer. This may include, but is not limited to, observation of the consumer's health status.
   c. Medication Services: The prescription or administration related to SUD treatment services, and/or the assessment of the side effects and results of that medication
   d. Clinical Services: Individualized treatment planning reflecting case management, interdisciplinary team coordination of related addiction treatment, health care, mental

health, social services, and discharge planning services to prepare the consumer for referral to another level of care, post treatment return, re-entry into the community, and/or the linkage of the individual to community treatment, housing, and human services.

e. Documentation: Ongoing case documentation consistent with AOD Standards.

5. Services: The services provided under Level 2.0 WM include all necessary services for assessment and medication or non-medication withdrawal management to include the following:
   d. Physician or nurse monitoring
   e. Clinical support and education
   f. Referral for ongoing support or transfer planning
6. Support Systems: Level 2.0-WM support services include the following:
   d. Availability of specialized psychological and psychiatric consultation and supervision for biomedical, emotional, behavioral, and cognitive problems.
   e. 24-hour access to emergency medical services
   f. Affiliation with other levels of care for referral and transfer as appropriate.

C. ASAM Level 3.2 WM – Clinically Managed Residential Withdrawal Management

Level 3.2-WM Clinically Managed Residential Withdrawal Management (sometimes referred to as "social setting detoxification") is an organized service that may be delivered by appropriately trained staff who provide 24-hour supervision, observation, and support for consumers who are intoxicated or experiencing withdrawal. This level is characterized by its emphasis on peer and social support rather than medical and nursing care. This level provides care for consumers whose intoxication/withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support.

1. Service Definition: 24-hour professionally directed evaluation, observation, clinical monitoring and withdrawal management in a residential setting. This level of detoxification is a social setting detoxification that may be delivered by trained staff who provide 24-hour supervision in a structured, controlled setting.
2. Facility: Services provided in a free-standing or integrated, appropriately licensed residential facility.
3. Modality: Residential 24-hour care
4. Staffing: Registered/certified AOD counselors and Licensed Practitioners of the Healing Arts (LPHA) trained to implement physician-approved protocols for consumer observation and supervision. Access to physician consult is available 24-hours per day by telephone. Access to physician, PA, RN, or NP is available as needed.
5. Service Components: The components of withdrawal management are:
   a. Intake: The process of admitting a consumer into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
   b. Observation: The process of monitoring the consumer's course of withdrawal. To be conducted as frequently as deemed appropriate for the consumer and the level of care the consumer is receiving. This may include, but is not limited to, observation of the consumer's health status.
   c. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.

d. Discharge Services: The process to prepare the consumer for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

6. Clinical Requirements: The clinical components of Level 3.2 WM include all necessary services for assessment and medication or non-medication withdrawal management:
   a. Clinical support, best-practices therapies, and education designed to enhance the consumer's health education and understanding of addiction.
   b. Daily assessment of progress through withdrawal management.
   c. Services to families and significant others.
   d. Referral for ongoing support or transfer planning.
   e. Video conferencing is not considered face-to-face when prescribing medication for withdrawal management. The WM consumer must be seen by the physician, in person, as part of the initial assessment. Once the in person, initial assessment has been completed by the physician, they can prescribe medication to the consumer.
7. Support Systems:
   a. Availability of specialized medical, psychological and psychiatric consultation and supervision for biomedical, emotional, behavioral, and cognitive problems.
   b. 24-hour access to emergency medical services and transfer to acute care as required.
   c. Referrals coordinated with COUNTY CCT to other levels of care for referral and transfer as appropriate.
8. Hours and Duration of Treatment: A consumer continues in a Level 3.2-WM withdrawal management program until:
   a. Withdrawal signs and symptoms are sufficiently resolved that he/she can be safely managed at a less intensive level of care, or
   b. The consumer's signs and symptoms of withdrawal have failed to respond to treatment and have intensified such that transfer to a more intensive level of withdrawal management service is indicated, or
   c. The consumer is unable to complete withdrawal management at Level 3.2-WM, despite an adequate trial due to confounding issues, indicating the need for transfer to a more intensive level of care or the addition of other clinical services.

D. ASAM Level 3.7-WM – Medically Monitored Inpatient Withdrawal Management
1. Service Definition: This level of detoxification is provided to consumers whose withdrawal symptoms are sufficiently severe to require 24- hour inpatient care and medical monitoring.
2. Facility: Acute care hospital, chemical dependency hospitals, free standing psychiatric hospital- ability to promptly receive step-downs.
3. Modality: Residential 24-hour care
4. Staffing:
   a. Available nursing staff to conduct an assessment on admission.
   b. A physician is available to assess the consumer within 24 hours of admission and can provide on-site monitoring on a daily basis.
   c. Licensed and credentialed staff available to administer medications in accordance with physician's orders and to provide planned, professionally directed, evaluation, care, and treatment services.
5. Treatment Documentation:
   a. Comprehensive medical history and physical examination by a physician or Nurse Practitioner within 24 hours of admission (with toxicology tests).
   a. A biopsychosocial assessment initiated at the time of admission.
   b. Daily assessment of progress through withdrawal management.

c. Individualized treatment planning reflecting case management, interdisciplinary team coordination of related addiction treatment, health care, mental health, social services, and discharge planning services.
d. Ongoing case documentation consistent with AOD Standards.

6. Clinical Requirements:
   a. Cognitive, behavioral, medical, mental health and other therapies designed to enhance the consumer's understanding of addiction and completion of the withdrawal.
   b. Multidisciplinary individualized assessment and treatment.
   c. Health Education.
   d. Services for families and significant others.
   e. Referral for ongoing support or transfer planning.
7. Support Systems:
   a. Availability of specialized psychological and psychiatric consultation and supervision for biomedical, emotional, behavioral, and cognitive problems.
   b. Availability of nursing care and observation.
   c. Affiliation with other levels of care for referral and transfer as appropriate.

E. ASAM Level 4.0-WM- Medically Monitored Inpatient Withdrawal Management
1. Service Definition: This level of detoxification is provided to consumers whose withdrawal symptoms are sufficiently severe to require 24-hour impatient care and medical management.
2. Facility: Acute care setting.
3. Staffing:
   a. Availability of physician and nursing staff on a 24-hour a day basis.
   b. Facility approved addictions counselor or licensed, certified clinicians are available at least 8 hours/day to administer planned interventions according to consumer needs.
   c. Availability of interdisciplinary team of clinicians such as social workers, mental health workers, psychologists, etc. to assess and treat the consumer as required.
4. Treatment Documentation:
   a. Comprehensive nursing assessment on admission.
   b. Comprehensive medical history and physical examination by a physician or Nurse Practitioner within 12 hours of admission (with toxicology tests).
   c. A biopsychosocial assessment initiated at the time of admission.
   d. Daily assessment of progress through withdrawal management.
   e. Individualized treatment planning reflecting case management, interdisciplinary team coordination of related addiction treatment, health care, mental health, social services, and discharge planning services.
   f. Ongoing case documentation consistent with AOD Standards.
5. Clinical Requirements:
   a. Cognitive, behavioral, medical, mental health and other therapies designed to enhance the consumer's understanding of addiction and completion of the withdrawal.
   b. Multidisciplinary individualized assessment and treatment.
   c. Health Education.
   d. Services for families and significant others.
   e. Referral for ongoing support or transfer planning.
6. Support Systems:
   a. Availability of specialized psychological and psychiatric consultation and

supervision for biomedical, emotional, behavioral, and cognitive problems.
b. Availability of nursing care and observation.
c. Affilitation with other levels of care for referral and transfer as appropriate.

F. For detailed description of WM service criteria and documentation, refer to Practices Guidelines and Procedure Manual at: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363 .

II. POPULATION CRITERIA

A. Adolescents (Under age 21):
Under the EPSDT mandate, consumers under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. CONTRACTOR is expected to follow a full continuum of care as established by DHCS and COUNTY addressing the varying levels of services needed by youth, and allow for movement back and forth across levels as treatment progresses or regresses. Transitions between modalities will be logistically and therapeutically coordinated.

B. Adolescents (Age 12-17):
1. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Youth Treatment Guidelines www.rcdmh.org/sureference.
2. Principles of Care as recommended by National Association of State Alcohol and Drug Abuse Directors (NASADAD 9/24/2014) will be the guide for provision of adolescent services:
   a. Youth-guided care will be based on the unique circumstances and events that contributed to the adolescent's SUD that may influence his or her treatment and recovery.
   b. Treatment will not simply address the adolescent's SUD but will also be a comprehensive, strengths-based process that addresses medical, social, familial, vocational, and legal issues while providing recovery support.
   c. The entire treatment process will involve the adolescent as a full partner and will focus on measurable goals and resiliency building, with specific timeframes identified by the adolescent, his or her family, and the provider.
   d. Individualized treatment plans will be developed in conjunction with the adolescent and his or her family and involve the adolescent in recognizing and appreciating his or her unique strengths and assets and clarifying needs.
   e. Skill development based on the different needs the adolescent has expressed, such as developing his or her identity, handling academic issues, and addressing peer and familial relationships, will be included for further capacity building.
   f. Adolescents will have a developmentally appropriate level of responsibility in their own care that encourages them to make decisions in coordination with their families, take on new roles, and enhance their self-confidence to encourage ownership of their treatment and recovery process.
   g. CONTRACTOR will integrate a positive youth development approach into SUD treatment. This includes supporting the adolescents to develop their competence, character, connections, confidence, and contributions in positive ways (Pittman, Irby, Tolman, Yohalem, & Ferber, 2002).
   h. If an youth meets the minimum program admission criteria, and is appropriate for treatment, background information will be gathered in face-to-face interviews with

the youth and their family and/or significant others, and collateral contacts to determine the individual's problems and strengths and to identify natural supports.

3. Developmentally Appropriate Care
    a. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
    b. At every level of care, program services for adolescents will be designed and implemented in ways that are developmentally relevant (e.g. taking age, maturation, cognitive processing, decision making skills, and special needs of the individual adolescents into consideration). Adolescents will be treated in the least restrictive environment possible.
    c. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
    d. CONTRACTOR staff will communicate and deliver services that are age appropriate in terms of the adolescent's developmental stage, cognitive ability, and relevant environmental and socio-cultural factors.
    e. Treatment and recovery will address the nuances of adolescent experience (including cognitive, emotional, physical, social, and moral development) and how these nuances interface with their alcohol and other drug use.
    f. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
    g. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.
4. Cultural and Gender Competence
    a. Screening and assessments will be comprehensive, multifaceted, trauma informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
    b. CONTRACTOR will use culturally and gender-appropriate strategies for prevention, engagement, screening, assessment, treatment planning, intervention, treatment, and recovery supports for adolescents and their families.
    c. CONTRACTOR should also "be aware of the effects of socialization, stereotyping and unique life events on the development of girls...across diverse cultural groups" (American Psychological Association, 2007).
    d. The therapeutic alliance will be informed by the CONTRACTOR'S understanding of the adolescent's cultural and sexual identity and connections, the adolescent's social supports, and the impact of cultural beliefs on social stigma.
    e. CONTRACTOR will be sensitive to the cultural expectations adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.
    f. CONTRACTOR will serve adolescents whose primary language is not English, including adolescents who use sign language, will provide skilled bilingual staff and /or interpreters as needed. Print and audiovisual materials will be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
    g. CONTRACTOR will retain staff to address the needs of adolescents from various racial and ethnic groups, religions, and spiritual affiliations, and cultural and indigenous beliefs with an emphasis on the populations in the CONTRACTOR'S community. This includes ensuring cultural diversity in the staff and identifying and using engagement strategies that are culturally appropriate and effective in sustaining retention in services.

h. CONTRACTOR will assess staff attitudes and the program's informal procedures and institute formal policies to foster an environment of acceptance toward different sexual orientations. This will include an ability to address issues of sexuality, sexual identity, and gender identity, including those of lesbian, gay, bisexual, transgender, queer/questioning, and intersex (LGBTQI) adolescents.
i. Gender-responsive services will be available to ensure adolescents receive appropriate individualized (youth-guided) care.
j. A "safe" environment will be cultivated to talk about sensitive issues; this will include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/non-confrontational therapies, which will enhance therapeutic alliances.
k. CONTRACTOR will have an understanding of how culture, sexuality, and gender influence a young person's identity and substance involvement, which will in turn inform effective intervention strategies.

5. Systems Collaboration Among Youth Serving Agencies
   a. CONTRACTOR will coordinate case management with consumer's COUNTY Care Coordinator and other systems, taking into account State and Federal laws pertaining to disclosure of confidential consumer information.
   b. A discharge plan will be developed prior to the consumer's return to the community in coordination with the COUNTY Care Coordinator. This plan will include linkages to community-based agencies that will help address the adolescent's SUD needs through the provision of continuing care and recovery support services as needed.
   c. CONTRACTOR will ensure adolescents returning to community educational settings meet with their treatment team and education officials to assist their transition back into school, in consideration of their continuing clinical monitoring and recovery needs. This will include teaching educators about SUDs.
6. Integrated Care
   a. Integrated SUD treatment for adolescents takes a comprehensive approach that addresses both the integration of treatment for substance use and co-occurring mental health disorders and the integration of adolescent SUD treatment and primary care services that may include referrals to primary pediatric care needs, reproductive health needs, or issues of abuse and neglect.
   b. Individualized treatment and recovery service plans will be comprehensive an address each of the adolescents' and families' needs in the least restrictive setting that is safe and effective.
   c. Matching treatment settings, interventions, and services with strengths, needs, and preferences of the individual adolescent and his or her family is imperative, given that a one-treatment approach will not adequately address the complex needs of all adolescents.
   d. Treatment outcomes will be assessed over time, and individualized treatment and recovery service plans will be modified to ensure they meet the adolescent's changing needs and resources.
   e. CONTRACTOR will receive some ongoing education and training regarding the gender-specific prevalence, etiology, signs/symptoms, and treatment of co-occurring mental and/or physical health disorders from the COUNTY. However, CONTRACTOR is expected to also provide current and relevant on-going educational opportunities for its staff.
   f. The CONTRACTOR will document services provided to individual with co-occurring mental and/or physical health conditions (e.g., medication noncompliance or abuse, interactions between potential drug use and other medications).

7. Trauma Informed Care
    a. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.
    b. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
    c. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
    d. Because substance use can be a coping mechanism for adolescents who have experienced traumatic events, providers will work with adolescents to build other alternative, less harmful coping skills.
    e. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).
    f. CONTRACTOR will assess and identify safety issues such as current risk for suicide or history of suicidal ideation and/or behaviors, physical or sexual abuse, or perpetration of physical or sexual abuse of others. When appropriate, referral will be made immediately. This assessment will include mental health (see "Safety and Facilities" section for additional information).
    g. CONTRACTOR will make efforts to prevent the use of seclusion and restraint, recognizing these coercive practices are not therapeutic and can be re-traumatizing. Seclusion and restraint should be used only as a last resort if the safety of the adolescent or staff is at risk.
    h. CONTRACTOR staff will be trained on the provision of a trauma-informed and trauma-responsive environment, trauma-specific services, and issues of re-traumatization. This includes frontline and nonclinical staff members (Mandell & Werner, 2008).
    i. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.
8. Family Centered Care
    a. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
    b. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.
    c. CONTRACTOR will create a family-friendly environment that encourages adolescents and families to engage in recovery efforts. To the maximum extent possible, services will be adolescent and family driven or directed and will treat family member as shared decision makers in assessment, treatment planning, recovery support services, and clinical activities (e.g., family therapy and other services as identified by the goals and needs of the adolescent and family).
    d. While family-centered care will be supported, programs focused on adolescents with SUDs will respect and support adolescents who choose not to disclose their circumstances or involve particular family members in their treatment services.
    e. When involvement by the adolescent's family of origin is not appropriate, the reason will be documented. Referrals to services may be offered for any family member not included in the adolescent's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the adolescent.
    f. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the adolescent; in some cases, this may require a substance use intervention for the parents or caregivers.

g. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.

9. Recovery-Oriented Systems of Care
   a. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
   b. CONTRACTOR will assist the adolescent in defining what wellness in recovery means for them and supporting the attainment of wellness.
   c. CONTRACTOR will encourage the use of peer recovery groups and mentors/coaches, which enhance development of skills and reasoning abilities and assist in establishing new drug refusal skills, relapse prevention techniques, and anger management skills.
   d. CONTRACTOR will promote a greater responsibility on the part of the adolescent for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
   e. Treatment and recovery planning will be youth guided and youth centered to the extent that is developmentally appropriate, building on the adolescent's priorities and interests. CONTRACTOR will give adolescent choices to assist in their self-directed care.
   f. Peer recovery groups and mentors can be an option for adolescents to assist in supporting their recovery.
10. Evidence-Based Services and Practices
   a. CONTRACTOR staff will have an understanding of models and theories of SUDs and behavioral, psychological, physical, and social effects of psychoactive substances. They will also remain up to date on current research and evidence-based and best practices for adolescent treatment and recovery.
   b. CONTRACTOR will use EBPs that are age, gender, developmentally, and culturally appropriate as identified by national or State-level EBP clearinghouses (e.g., EBPs listed in SAMHSA's National Registry of Evidence-Based Programs and Practices).

C. Perinatal:
1. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Perinatal Practice Guidelines 2018-19 as set forth by the Department of Health Care Services Programs (DHCS) located on the DHCS website.
2. In accordance with SABG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate.
3. The CONTRACTOR must directly provide, or provide a referral for, the following services:
   a. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
   b. Primary pediatric care, including immunization, for their children;
   c. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
   d. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
   e. Sufficient case management and transportation to ensure that women and their children have access to services.

III. SERVICE CODES

A. The service codes listed below are applicable to the Withdrawal Management levels of care. If contracted, COUNTY will assign CONTRACTOR applicable service codes from the following list:

ASAM Level 1.0-WM	**ASAM Level 2.0-WM**
SA100DTX SA100DTXP (Perinatal) SA100DTXPY (Perinatal-Youth) SA100DTXY (Youth)	SA200DTX SA200DTXP (Perinatal) SA200DTXPY (Perinatal-Youth) SA200DTXY (Youth)
ASAM Level 3.2-WM	**ASAM Level 3.7-WM**
SA110DTX SA110DTXP (Perinatal) SA110DTXPY (Perinatal-Youth) SA110DTXY (Youth)	SA370DTX SA370DTXP (Perinatal) SA370DTXPY (Perinatal-Youth) SA370DTXY (Youth)
ASAM Level 4.0-WM	**Room and Board**
SA400DTX SA400DTXP (Perinatal) SA400DTXPY (Perinatal-Youth) SA400DTXY (Youth)	SA190RAB SA190RABP (Perinatal) SA190RABPY (Perinatal-Youth) SA190RABY (Youth)

EXHIBIT B

Substance Abuse Prevention and Treatment Program

LAWS, REGULATIONS AND POLICIES

In addition to the statutes and regulations previously referenced in the AGREEMENT, services shall be provided in accordance with policies and procedures as developed by COUNTY and those federal and state laws, regulations and policies which are applicable to the terms of this AGREEMENT, including but not limited to the following:

Federal

- 42 C.F.R. Part 438
- Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 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 U.S.C., Section 812 - Controlled Substances Act
- The Single Audit Act of 1984, and Amendments (31 USC Section 7501 et seq.)
- National Voter Registration Act of 1993

State

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
- California Code of Regulations, Title 9, Sect. 9424-9444
- California Code of Regulations, Title 9, Section 9530(k) (Allowable Costs)
- California Health & Safety Code Sections 11760 - 11841.
- California Health & Safety Code, Sections 11811.7, 11812 and 11813
- California Health and Safety Code, Chapter 7, Sections 11830 - 11834.
- California Health and Safety Code Sections 11860 – 11876 (Long Range Master Plans)
- California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5
- California Code of Regulations, Title 9, Sections 9545
- California Penal Code Sections 11164 – 11174.4 et seq.
- California Senate Bill 35 (SB35), Chapter 505, Statutes of 2012

- California Welfare & Institutions Code Section 5328
- California Welfare & Institutions Code Section 5330 (Monetary Penalties)
- California Welfare & Institutions Code Sections 15600 et. seq.ADP 98-34
- California Welfare & Institutions Code Section 5670 et seq.
- California Welfare & Institutions Code Section 5751.7
- California Civil Code Section 1798.82
- California Alcohol and Drug Program (ADP) Letters 98-18, 98-30, 98-42, 98-49, 98-50
- 98-58, 99-17, 99-27
- ADP Bulletin 00-10
- Cash pay clients ADP Bulletin 08-08
- ADP Bulletin 11-16 Updated medical forms for clients and facility personnel.
- California ADP memorandum February 14, 2012
- All applicable policies and regulations issued by California Dept. of Health Care Services.
- (www.dhcs.ca.gov) and RUHS-BH at http://www.rcdmh.org/
- All applicable Department of Health Care Services Letters and Bulletins
- DMH Information Notice 91-09, 99-02
- Drug Medical application requirements at:http://www.dhcs.ca.gov/individuals/Pages/LicensingandCertification.aspx
- Proposition 36 Treatment Provider Manual (if applicable)
- Uniform Method of Determining Ability to Pay, State Department of Alcohol Programs (ASRS Manual).
- Perinatal Care at: http://www.dhcs.ca.gov/individuals/Documents/PSNG2014Final21214.pdf
- Title 22 Section 551341.1
- Youth Treatment Guidelines at http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

County

- RUHS-BH SAPT Practices Guidelines & Procedure Manual – Contracted Providers at: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363
- Riverside County Mental Health "Psychotropic Medication Protocols" Publication
- Riverside County Mental Health "Medication Guidelines" Publication
- Riverside University Health System – Behavioral Health Policies
- Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
- Harassment in the Workplace, Board of Supervisors Policy C-25
- Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

Rev: 19/20

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Inland Valley Drug and Alcohol Recovery Services
PROGRAM NAME: Substance Abuse Prevention and Treatment Program
DEPARTMENT ID: 4100514301-55800

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:

   ☒ The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.

   ☐ One-twelfth ($1/12^{th}$), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.

   ☐ Actual Cost, as invoiced by expenditure category specified in Schedule K.

2. CONTRACTOR'S Schedule I, and Schedule K when applicable, issued by COUNTY for budget purposes is attached hereto and incorporated herein by this reference.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

   ☒ The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.

   ☒ The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.

   ☐ The final year-end settlement for Opoid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

   ☐ The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

☐ The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.

☐ The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

4. The combined final year-end settlement for all services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2019/2020 shall be $2,459,117 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.

D. MEDI-CAL (M/C):

1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State.

2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. LOCAL MATCH REQUIREMENTS:

☐ If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.

F. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.

2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal.
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing

or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.

4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.

5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.

6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.

7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 **OR** to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.

8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).

10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.

11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by

the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.

3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.

4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

H. RECOGNITION OF FINANCIAL SUPPORT:

If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by Riverside Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.

2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.

3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the

COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.

a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to ELMR_PIF@ruhealth.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.

5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.

6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.

7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges

any payment received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":

   ☒ Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

   ☐ Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

   ☐ Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.

2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.

3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122 and OMB-circular A-87.

4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.

5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section I, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines or extensions will immediately result in the withholding of future monthly reimbursements.

6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.

7. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary Services,

Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

K. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Behavioral Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Behavioral Health's Program Support Unit. The CONTRACTOR shall submit a properly prepared Cost Report in accordance with requirements and deadlines set forth in Section I before final payment is made.

L. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.

2. If this Agreement is terminated in accordance with Section XXVII, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.

3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.

4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

M. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

N. FURNISHINGS AND EQUIPMENT

1. OWNERSHIP: If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.

2. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

3. DISPOSAL: Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.

4. CAPITAL ASSETS:
   a. Capital assets are tangible or intangible assets exceeding $5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.

   b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

Exhibit C
"Attachment A"

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		**Amount Billed:**	
DeptID:			
Provider Name:			
Contract Name/Region:			
Service Location (Address):			
RU's Certified:			
Enumerator/Batch# (If Available):			

☐ **Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly database checks to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

☐ **Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly database checks to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents was conducted. A client careplan was developed and maintained for the beneficiaries that met all client careplan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

_____ _____

Signature of Authorized Provider | Printed Name of Authorized Provider

_____

Date