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

ITEM: 3.44
(ID # 30658)
MEETING DATE:
Tuesday, July 14, 2026

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Behavioral Health Agreement with Social Science Services, Inc. dba Cedar House Life Change Center for Drug Medi-Cal and Sobering Center Services, without seeking competition, for FY 2026/2027, with the Option to Renew for Two Additional One-Year Periods, All Districts. [3 Year Total Cost $20,167,470, with up to $1,344,498 Annually in Additional Compensation] 60% Federal Funding, 40% State Funding.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with Social Science Services, Inc. dba Cedar House Life Change Center to provide Drug Medi-Cal and Sobering Center Services, without seeking competitive bids, for FY 2026/2027 in the amount of $6,722,490 through June 30, 2027, with the option to renew for two (2) additional one-year periods as outline in Attachment A, through June 30, 2029 and authorize the Chair of the Board to sign the Agreement on behalf of the County;

2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to a) sign renewals and amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) to sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contract through June 30, 2029; and

3. Authorize the Purchasing Agent to issue a Purchase Order for goods and/or services rendered.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, and Gutierrez
Nays:	None
Absent:	Washington and Perez
Date:	July 14, 2026
xc:	RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$6,722,490	$ 6,722,490	$ 20,167,470	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 60% Federal Funding, 40% State Funding			**Budget Adjustment:** No	
			For Fiscal Year: 26/27 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System–Behavioral Health (RUHS-BH) operates a continuum of care that consists of County-operated and contracted service providers who deliver a variety of behavioral health treatment services within each geographic region of Riverside County.

On April 30, 2019 (#3.27), the Board approved and authorized RUHS-BH to submit a formal application for funding under the California Health Facilities Financing Authority (CHFFA) Community Services Infrastructure (CSI) Grant Program and was subsequently awarded $4,000,000. Since 2019, the funding has been utilized toward renovations to the former Van Horn Youth Treatment Facility to establish the Arlington Recovery Community (ARC) Program; construction was completed September 2021. The ARC is a 54-bed treatment facility that will provide a fully integrated approach to treating serious mental health and substance use disorders with the purpose of providing opportunities for diversion from incarceration and correctional facilities, in an effort to reduce recidivism, and engage consumers in restorative justice activities. In addition, ARC offers a Sobering Center, whereby individuals with acute intoxication of alcohol and other drugs, which do not meet the necessity of medical intervention, can be stabilized over a brief period of time.

RUHS-BH is requesting Board approval to continue contracting Social Science Services, Inc. dba Cedar House Life Change Center for FY 2026/2027, in the amount of $6,722,490, through June 30, 2027, with the option to renew for two (2) additional one-year periods. This will allow adequate time to ensure a seamless and effective response to the DHCS's adoption of the ASAM Criteria 4th edition, which goes into effect July 1, 2027, and complete the competitive bid process.

Impact on Residents and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community by providing opportunities for diversion from incarceration and correctional facilities, reducing recidivism, and engaging in restorative justice activities.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY 2026-2027 budget. No additional County funds are required.

Contract History and Price Reasonableness

On March 19, 2021, RFP #MHARC-268 for Substance Abuse Prevention and Treatment-Drug Medi-Cal Services (SAPT-DMC) Arlington Recovery Community (ARC) and Sobering Center was released via Public Purchase. Public Purchase notified 193 organizations of the contracting opportunity. In addition, an email notification was sent to 121 individuals on the SAPT-DMC Bidders List provided by RUHS-BH to inform potential bidders the County was seeking proposals. The RFP closed on June 3, 2021, and proposals were received from three (3) organizations. On September 28, 2021 (#3.14), the Board approved and authorized the Behavioral Health Agreement with the first most responsive bidder to operate the ARC Program.

On April 4, 2023 (#3.21) the Riverside County Board of Supervisors approved the agreement between Social Science Services, Inc. dba Cedar House Life Change Center, the next most responsive bidder, to assume the operations of the ARC and Sobering Center effective January 10, 2023 through June 30, 2026.

On June 9, 2026, the Riverside County Purchasing Department, at the request of RUHS-Behavioral Health, issued Single Source Justification (SSJ # 26-194) with Social Science Services, Inc. dba Cedar House Life Change Center in the amounts identified in Attachment A for FY 2026/2027 through FY 2028/2029.

ATTACHMENT "A"

FY26/27	FY27/28	FY28/29	**TOTAL**
$6,722,490	$6,722,490	$6,722,490	**$ 20,167,470**

Attachments:

Attachment B. Single Source Justification #26-194

Attachment C. Agreement with Social Services, Inc. dba Cedar House Life Change Center

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/17/2026

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst 7/6/2026

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, on behalf of **Riverside University Health System – Behavioral Health** ("RUHS-BH"), hereinafter referred to as "COUNTY" or "RUHS-BH" and **SOCIAL SCIENCE SERVICES, INC., dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**, a California Nonprofit Corporation, hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

WHEREAS, 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 53 and Exhibits A, B, C, Schedules I, K, P, and Attachment A - F, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: Karen S. Spiegel
Karen Spiegel
Chair of the Board

Date: JUL 14 2026

CONTRACTOR

By: Lamb, Jamie
Name:
Title:

Date: 6/1/2026 2:57:58 PM

COUNTY COUNSEL:
Approved as to form
By: Gu, Gregg
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By _____ DEPUTY

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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, Schedule P (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, 2026, and continue in effect through June 30, 2027. The Agreement may thereafter be renewed annually in writing, 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, Schedule P, or Schedule K, attached to this Agreement. COUNTY shall not issue payment until CONTRACTOR has provided all required credentials, including but not limited to a valid National Provider Identification (NPI) number, insurance certificates, and any other documentation required in Exhibit C or the applicable Schedule(s).
2. In accordance with §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 §§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 §§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. COUNTY shall not reimburse CONTRACTOR for any services or expenditures prohibited 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 II of the Executive Schedule, pursuant to 45 CFR §75.430(h) and applicable Federal appropriations law. Salary schedules may be found at the United State Office of Personnel Management website. CONTRACTOR shall be responsible for ensuring that their organization is in full compliance with all applicable

Federal, State, County or local salary restrictions in conjunction with the performance of 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. *Byrd Lobbying Act Restrictions and Disclosures Certification*

Applicable to Federally funded contracts in excess of $100,000 per 31 U.S.C. §1352 and its applicable implementing regulations, including 2 C.F.R. Part 200 and 48 C.F.R. Subpart 38, as applicable.

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. §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; and
   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.
e. 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.
f. All disclosure forms (but not 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. §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. CONTRACTOR's site NPIs must be submitted to the RUHS-BH Management Reporting Unit prior to rendering services to members. CONTRACTORs providing direct or indirect services for State reporting must also submit rendering (individual) NPIs and taxonomy code that corresponds with the work they are performing to RUHS-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 members. It is the responsibility of CONTRACTOR and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contracted site, as well as every staff member that provides billable services, is responsible for notifying 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 WIC §5608, Title 9 of the C.C.R., applicable sections of the California Health and Safety Code, including §1250, et seq., and California Welfare & Institutions Code

sections 14197.7, and other services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or authorized designee. Requirements may be superseded or updated by written departmental guidance related to monitoring, as issued by COUNTY.

1. CONTRACTOR agrees to extend to DIRECTOR or authorized designee, the COUNTY Contract Monitoring Team (CMT), COUNTY Contract Liaisons, and other authorized COUNTY, Federal, and/or State representatives, the right to enter the program facilities during operating hours to monitor member 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 conducted annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review(s) may cover clinical, fiscal and/or administrative components.
3. CONTRACTOR further agrees to authorize COUNTY, under this Agreement, to have access to all COUNTY members, to collaborate with treating staff, and to review necessary documents to ensure that the member has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress toward goals.
4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding member 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 notification of non-compliance, the CONTRACTOR shall provide to COUNTY a written plan of corrective action addressing the non-compliance.
   2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it may temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency. COUNTY reserves the right to reimpose such actions at its sole discretion should CONTRACTOR fail to implement its plan of correction, in full or in part.
   3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, COUNTY may suspend or withhold any funds 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 Agreement are pass-through funds from other State or 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. CONTRACTOR agrees to make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the contract, or determinations of amounts payable, available at any time for inspection, examination or copying by COUNTY, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Inspector General, the United States' Comptroller General, their designees, and other authorized Federal and State agencies (42 C.F.R. §438.230(c)(3)(i)-(ii)). This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later (42 C.F.R. §438.230(c)(3)(iii)). COUNTY, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. Inspection shall occur at CONTRACTOR's place of business, premises or physical facilities (42 C.F.R. §438.230(c)(3)(iv)).

E. If this Agreement is terminated in accordance with Section XLII, 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.

F. 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 years' Agreement(s).

G. Notwithstanding any corrective action process or notice provision contained herein, COUNTY may, effective immediately and without prior notice, suspend or restrict CONTRACTOR's services, referrals, access to COUNTY systems, or payments, in whole or in part, upon COUNTY's reasonable determination that (42 CFR secs. 438.608, 438.610; WIC sec. 5608, 14197.7):
   1. Patient health or safety is at risk;
   2. Fraud, waste, or abuse is suspected;
   3. CONTRACTOR, its staff, or subcontractors lack required licensure, certification, or credentialing; or
   4. A breach or suspected breach of Protected Health Information or Personal Information has occurred.
   5. Such action may remain in effect until COUNTY determines that the risk has been adequately mitigated.

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 CONTACTOR's Board of Directors and a compliance committee comprised of senior management who are charged with overseeing CONTRACTOR's compliance program and compliance with the requirements of this Agreement. The committee shall be accountable to CONTRACTOR's Board of Directors. The compliance officer and compliance committee must be protected from retaliation, demotion, or termination for good-faith compliance activities.

B. Policies and Procedures
   1. Written policies and procedures that articulate 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.
   2. 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 Agreement.
   3. CONTRACTOR shall implement and maintain written policies for all COUNTY 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.
   4. 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.
   5. 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 its 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
   1. CONTRACTOR shall comply with Section X. LICENSING related to excluded

and ineligible status in Federal and State health care programs. If the CONTRACTOR determines a party that is excluded, or ineligible, it must promptly notify the COUNTY pursuant to 42 C.F.R. §438.608(a)(2) and (a)(4) and the COUNTY will take action consistent with 42 C.F.R. §438.610(d). The CONTRACTOR shall not certify or pay any excluded, or ineligible, provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority. Please also refer to Section XXI. STAFFING and Section XXV. PROHIBITED AFFILIATIONS.

E. Internal Monitoring and Auditing

1. 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.
2. CONTRACTOR shall take reasonable precautions to ensure that the billing and coding of health care claims 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.
3. CONTRACTOR shall not submit false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind.
4. 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.
5. 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.
6. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State and local agencies, and Title 9 of the California Code of Regulations.

F. Response to Detected Offenses

CONTRACTOR shall respond to and correct any detected health care program offenses relating to this Agreement 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 subcontractors 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 the seven (7) 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 CONTRACTOR to 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.

K. The COUNTY may impose administrative and monetary sanctions, including the temporary withholding of Federal financial participation and realignment payments upon the CONTRACTOR for violations of the terms of this Agreement, and applicable Federal and State law and regulations, or the State plan or approved waivers, or for other good cause in accordance with W&I Code §14197.7 and guidance issued by the Department pursuant to subsection (r) of W&I Code §14197.7. Please also refer to Exhibit C, Section I. PAYMENT.

VI.STATUS OF CONTRACTOR

A. This Agreement is by and between 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 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 the 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 CONTRACTOR is COUNTY's agent, servant, employee, partner, joint venturer, and/or associate. 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 Amendments to said Articles;
   3. List of CONTRACTOR's Board of Directors and Advisory Board;
   4. A resolution indicating who is authorized to sign all contract documents to bind CONTRACTOR;
   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. §§455.101, 455.104, 455.105, 455.106, 455.434, and Title 22 of the CCR, Section 51000.35, 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 C.F.R. §§455.434(b)(1) and (2)].
   2. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request [42 C.F.R §455.105(b)(1)].
   3. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between the CONTRACTOR and any subcontractor, during the five-year period ending on the date of the request [42 C.F.R. §455.105(b)(2)].
   4. The identity of any person who has an ownership interest in or is a managing employee of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. (42 C.F.R. §455.106(a)(1) and (2)).
   5. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. (42 C.F.R. §455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.
   6. CONTRACTOR will submit the disclosures (Attachment E, attached hereto) regarding the entity's ownership and control at any of the following times:
      a. Upon proposal submission in accordance with COUNTY procurement process;
      b. Upon executing this Agreement;
      c. Upon renewal or extension of this Agreement;
      d. Within 35 days after any change in the CONTRACTOR's ownership; and
      e. Upon request of RUHS-BH.
   7. Disclosures must include:
      a. The name and address of any person (individual or corporation) with an ownership

or control interest in CONTRACTOR's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.

b. Date of birth and Social Security Number (in the case of an individual)
c. Other tax identification number (in the case of a corporation) with an ownership or control interest in CONTRACTOR or in any subcontractor in which CONTRACTOR has a 5% or more ownership or control interest.
d. Whether the person (individual or corporation) with an ownership or control interest in CONTRACTOR is related to another person with ownership or control interest in 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 CONTRACTOR entity has a 5% or more interest is related to another person with ownership or control interest in CONTRACTOR entity as a spouse, parent, child, or sibling.
e. The name of any other disclosing entity in which the CONTRACTOR has an ownership or control interest
f. The name, address, date of birth and SSN of any managing employee of CONTRACTOR. [42 C.F.R. Part 455.104]
g. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to Federal health care programs. [42 C.F.R. §455.106(a)(1) and (2)]
h. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to Federal health care programs. [42 C.F.R. §455.106(a)(1) and (2)] For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

H. CONTRACTOR, providers, and subcontractors shall maintain good standing with the California Secretary of State, Internal Revenue Service (IRS), California Franchise Tax Board (FTB), and California Attorney General (AG).

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, or 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 shall be included.
   1. Site addresses, business locations, and 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 provided to COUNTY within fourteen (14) days 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-hours contact information for the CONTRACTOR's organization. CONTRACTOR's emergency and/or after hours contact information shall include, but is not limited to, first and last name of emergency and/or after hours contact, telephone number, cellular phone number, and applicable address(es). 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 hours contact information occur 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 XLVI. NOTICES of this Agreement.

D. Material or substantive changes to the Agreement will need to be made through a written amendment to be effective. 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 its obligations hereunder, either in whole or in part, without the 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 and 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 contractual 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 Section 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 Section.

E. This Agreement creates no rights in third parties, including members, subcontractors, and/or advocacy groups.

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 State of California, 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.

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. Policy shall name the COUNTY as Additional Insureds.

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 $2,000,000 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 as Additional Insureds.

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*
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used 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 as Additional Insureds.

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 its 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. Policy shall name COUNTY as an Additional Insureds.

F. *Cyber Liability*

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY. Policy shall name the COUNTY as Additional Insureds.

G. *Sexual Abuse or Molestation (SAM) Liability*

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

H. *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'S insurance carrier(s) policies do 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 affecting coverage as required herein shall be delivered to Riverside University Health System - Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Administration.
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 retentions or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. 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.
10. 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 for this Agreement by the California Legislature. Nothing in this Agreement shall be construed as a waiver by COUNTY to any and all governmental immunities, including Government Claims Act defenses or discretionary act protections.

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 or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. NON-DISCRIMINATION

A. Employment

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, COUNTY, or DHCS, setting forth the provisions of the Equal Opportunity clause, §503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice,

to be provided by the Federal Government or the State, advising the labor union or workers' representative of the CONTRACTOR'S commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. CONTRACTOR will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, CONTRACTOR may request in writing to DHCS, who, in turn, may request the United

States to enter into such litigation to protect the interests of the State and of the United States.

B. *Services, Benefits, and Facilities*

1. CONTRACTOR certifies that CONTRACTOR and all of its subcontractors (if any) 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.); §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; the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code §12900 et seq. and 2 C.C.R. §7285 et seq.); Government Code §11135 et seq.; 9 C.C.R. §10800 et seq., 42 CFR §438.206(b)(1) and (c)(3), and 42 C.F.R. §438.3(d)(3) and 42 C.F.R. §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 orientation, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a 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 privileges enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfies 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 their authorized designee, for the purpose of presenting their 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, they 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. §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. If CONTRACTOR relocates, it must find space that is accessible. If CONTRACTOR renovates its existing space, it must meet all applicable accessibility standards in order to maintain funding, certification, or licensure.
8. If CONTRACTOR is not current accessible to people with disabilities, it must have a written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and members 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 Agreement is executed;
    c. Whenever CONTRACTOR adopts the policy during the term of the Agreement;
    d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10;
    e. To potential members before and during enrollment; and
    f. To members 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 Medi-Cal members 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 member with physical or mental disabilities (42 C.F.R. § 438.206(b)(1) and (c)(3).
12. CONTRACTOR shall not discriminate against Medi-Cal members on the basis of health status or need for health care services, pursuant to 42 C.F.R. §438.3(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 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 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 1990 as amended (29 U.S.C. §794(d)), and regulations implementing that act as set forth in Title 36 C.F.R. Part 1194. 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 §11135 codifies Section 508 of the Act requiring accessibility of electronic and information technology.

XVII. REPORTS

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

A. CONTRACTOR shall participate in the COUNTY's Management Information System (MIS) as required by DIRECTOR or authorized designee. CONTRACTOR shall report to the program applicable member and staff related data regarding the CONTRACTOR's program by the fifth (5th) calendar day of the following month.

B. CONTRACTOR's receiving any public funding for SAPT services, including Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) CONTRACTORs, must report California Outcome Measurement Service (CalOMS) data for all Medi-Cal members receiving treatment, whether those individual member 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 Substance Abuse Prevention and Treatment (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 CONTRACTORs must log onto the DHCS website and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTOR DATAR submissions 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 COUNTY.

F. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. §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. §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. Member 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 9 C.C.R. §10561(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 F above at its discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until CONTRACTOR takes corrective action to the satisfaction of COUNTY.

H. 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.

I. CONTRACTOR shall report member and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or their 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, and Title 42 C.F.R. Part 2, as applicable, 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, member records/charts, billing records, research and member identifying reports, and the COUNTY's Management Information System in accordance with WIC §§ 14100.2 and 5328 et seq., 42 C.F.R. §431.300 et seq., 42 U.S.C. §1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of member records and information.

A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR to adhere to the following data security requirements:
   1. Personnel Controls
      Employee Training. CONTRACTOR 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 employee who receives informational privacy and security training must sign a certification, indicating the employee'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 employees 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 of CONTRACTOR's employees 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 employee prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each member'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. CONTRACTOR shall retain each employee'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 128-bit 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, 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 a 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 employees must be issued a unique username 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 disposed of 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 from 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 are 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, or member discharge, 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 128-bit 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 and 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 are 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 crosscut 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 directing unintended recipients to destroy the transmission in its entirety. 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. 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. CONTRACTOR shall investigate such breach and provide a preliminary 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:

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

The Preliminary Report shall include the scope of the breach (number of individuals and data types), systems/locations affected, initial remediation steps taken, and estimated timeline for forensic analysis.

C. CONTRACTOR shall also provide a Final Report & Notification within sixty (60) days of the date of discovery which sets forth the cause analysis, individual notification plan, credit monitoring/remediation offered, timeline for notification to affected individuals, and obtain the COUNTY's consent of the notification language before notifying individuals.

D. If the security breach requires notification under Civil Code §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.

E. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or as it relates to this Agreement, not including member records requests, CONTRACTOR will provide COUNTY with a copy of any document released as a result of such request, and will provide the name, address, and telephone number of the requesting party.

F. 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.

G. CONTRACTOR shall bear the cost of all forensic investigations, all credit monitoring/remediation costs, all notification costs, and potential regulatory fines, penalties, and response costs.

XX. RECORDS/INFORMATION AND RECORD RETENTION

All records shall be available for inspection by the designated auditors of COUNTY, the State Department of Justice, DHCS, U.S. Department of Health and Human Services, and the IG 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 C.F.R. 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 Agreement 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, and other documentation pertaining to medical and non-medical services for members. 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 shall 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 §123149, 42 C.F.R. §433.32, and 22 C.C.R. §51341.1.

A. Medical/Member 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 accurate and complete medical records on each individual member, which shall include at a minimum, a 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 member interviews and progress notes. If CONTRACTOR provides SAPT services, all member records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) 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 Title II, Subtitle A, Part 200 of the C.F.R. regarding the 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 designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or the 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. Member Record Retention
Member records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years following discharge of the member. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the member file is retained for ten (10) years after the member 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 member records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these member records or information to a third party

without a valid authorization or if compelled by law.

F. Records Ownership
COUNTY is the owner of all member records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the member medical records so that the COUNTY can archive them. Records are to be in hard copy format, placed in individual file folders and labeled in the following format: last name, first name, middle initial, date of birth, medical records number and last date of service. CONTRACTOR shall coordinate the transfer of records to the COUNTY with the Program/Regional Administrator. 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 members. 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, and no more than ten (10) years pertaining to minor related documentation after final payment under the 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 §5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code §11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto. Furthermore, CONTRACTOR acknowledges that all of its officers, board members, employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the "List of Excluded Parties" registry.

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 and California 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 and meets all regulatory requirements. Items may include but are not limited to:
   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. Job duties description or duty statement;
   d. Continuing education;
   e. Livescan/background check results, and
   f. SAPT Only: TB test.

C. Pursuant to 42 C.F.R. §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 members. 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 Disability 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. 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 §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 RUHS-BH Management Reporting Unit via email at MRU_Support@ruhealth.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 Contracts Administration Unit via email at BHContracts@ruhealth.org. Once the VPN account has been established, COUNTY designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.

J. Federal and State Database Checks
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:
   1. Social Security Administration's Death Master File;
   2. National Plan and Provider Enumeration System (NPPES);
   3. List of Excluded Individuals/Entities (LEIE);
   4. System for Award Management (SAM);
   5. CMS' Medicare Exclusion Database (MED);
   6. DHCS' Suspended and Ineligible Provider List.; and
   7. Restricted Provider Database (RPD).
      a. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and SAM, LEIE, and RDP must be reviewed no less frequently than monthly thereafter.

CONTRACTOR shall notify COUNTY, 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.

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, Attachment A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify COUNTY, 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 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. CONTRACTOR shall verify credentials from original issuing authorities, including but not limited to:

CREDENTIAL TYPE	PRIMARY SOURCE
License/Certification	State licensing board website/direct contact
Education	University registrar (sealed transcript)
DEA Number	DEA website/CSOS.sos.ca.gov
NPI Number	CMS NPPES system
Malpractice Insurance	Insurance carrier (verification of coverage letter)

C. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, CONTRACTOR 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.

D. Attestation
CONTRACTOR must submit a signed and dated statement at the time of contract initiation and at minimum every three (3) years thereafter, attesting to the following:
1. Any limitations or inabilities that affect the CONTRACTOR's ability to perform any of the position's essential functions, with or without accommodation;
2. A history of loss of license or felony conviction;
3. A history of loss or limitation of privileges or disciplinary activity;
4. A lack of present illegal drug use; and
5. The statement's accuracy and completeness

E. Provider Re-credentialing
CONTRACTOR shall verify and document at the time of Agreement initiation, and at a minimum every three (3) years, that each employee that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements listed above. CONTRACTOR must require each provider to submit any updated information needed to complete the re-credentialing process, as well as a new

signed attestation. In addition to the initial credentialing requirements, re-credentialing should include documentation that CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

F. Provider Credentialing and Re-credentialing Procedures
CONTRACTOR may delegate its authority to perform credentialing reviews to a professional credentialing verification organization; nonetheless, the CONTRACTOR remains contractually responsible for the completeness and accuracy of these activities. If the CONTRACTOR delegates credential verification activities to a subcontractor, it shall establish a formal and detailed agreement with the entity performing those activities. To ensure accountability for these activities, CONTRACTOR must establish a system that:
1. Evaluates the subcontractor's ability to perform these activities and includes an initial review to assure that the subcontractor has the administrative capacity, task experience, and budgetary resources to fulfill its responsibilities;
2. Ensures that the subcontractor meets the CONTRACTOR, COUNTY and DHCS' standards; and
3. Continuously monitors, evaluates, and approves the delegated functions.

CONTRACTOR is responsible for ensuring that their delegates comply with all applicable State and Federal law and regulations and other contract requirements as well as DHCS guidance, including applicable Informational Notices.

CONTRACTOR must maintain a system for reporting serious quality deficiencies that result in suspension or termination of an employee to COUNTY, and other authorities as appropriate. CONTRACTOR must maintain policies and procedures for disciplinary actions, including reducing, suspending, or terminating an employee's privileges.

XXIII.PHYSICIAN INCENTIVE PLAN

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

XXIV. FRAUD REPORTING REQUIREMENTS

A. CONTRACTOR shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the RUHS-BH Compliance Officer about the following:
1. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a)(7)).
2. CONTRACTOR shall immediately report to RUHS-BH all overpayments identified or recovered, specifying the overpayments due to potential fraud.
3. CONTRACTOR shall immediately report to RUHS-BH any information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. §438.608 (a)(3)).
4. CONTRACTOR shall immediately report to RUHS-BH any information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a)(4)).

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

   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-BH Compliance Officer for investigation, review and/or disposition.

C. CONTRACTOR shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor 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. (42 C.F.R. §438.608 (a)(6)). 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.

D. As applicable, 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. §§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 C.F.R. §438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is credible evidence of fraud.

E. Suspected Medi-Cal fraud, waste, or abuse shall be reported to: DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

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 42 U.S.C. §1320a-7b(f)) pursuant to 42 U.S.C. §§1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§438.214(d)(1), 438.610(b).)

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. 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)).
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 Agreement (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)].

E. CONTRACTOR and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in §1128(b)(8)(B) of the Social Security Act. (42 C.F.R. §438.808(b)(2)).

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 at each of the following stages:
   1. At the time it enters into this Agreement with the COUNTY;
   2. During the first month of every fiscal quarter: January, April, July, and October for each contracted site;
   3. Annually submit rendering provider forms for each staff providing direct services; and
   4. 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 member;
      b. Changes in benefits;
      c. Changes in geographic service area; and
      d. Details regarding the change and CONTRACTOR's plans to ensure member continue to have access to adequate services and providers.
   5. Failure to comply with the required Network Adequacy reporting requirements may result in payment hold.

XXVII. LANGUAGE LINE UTILIZATION

A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for member 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 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 Title 9 C.C.R. §1810.405 and RUHS-BH Policy #267.

A. CONTRACTOR shall comply with the following Timely Access provisions:
   1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal member that are no less than the hours of operation during which the provider offers services to non-Medi-Cal member.
   2. Routing First Appointments
      a. Members 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 within ten (10) business days.
      b. Members requesting or being referred for an appointment with a psychiatrist will be offered an appointment within fifteen (15) business days. These requests/referrals will be recorded in the member's chart with the date the request/referral was made.
   3. Emergent Appointments
      Members 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 member is physically located at that time.
   4. Urgent Appointments
      a. Members determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment within 48 hours when prior authorization is not required.
      b. Members 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 member.
      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 member's behavioral health care needs and ensures continuity of care consistent with good professional practices.
7. Appointment Scheduling
   Members will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the member 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 members of their right to alternative services if, when, and where applicable;
   2. Ensure that CONTRACTOR refers members 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 member 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., §300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any member 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) (22 USCA sec. 7101, et seq.), CONTRACTORs that provide Medi-Cal eligible services certifies that at the time the Agreement is executed, CONTRACTOR will remain in compliance with §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 Agreement is in effect;
   2. Procuring a commercial sex act during the period of time the Agreement is in effect; or
   3. Using forced labor in performance of the Agreement.

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

C. Contractors will provide demonstrated evidence of training of TVPA requirements for all staff.

XXXI. IRAN CONTRACTING ACT OF 2010

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

XXXII. CULTURAL COMPETENCY

A. CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all member, 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).

B. CONTRACTOR shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. §438.206(c)(2).

C. CONTRACTOR shall develop a Cultural Competence Plan, which shall be submitted and approved by COUNTY with progress reports submitted annually, that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

D. CONTRACTOR shall offer alternatives and options that accommodate individual preference, or cultural and linguistic preferences, demonstrated by the provision of culture-specific programs, provided by the CONTRACTOR and/or referral to community-based, culturally appropriate, non-traditional mental health provider.

E. CONTRACTOR shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.

XXXIII. INFORMING MATERIALS

A. If providing direct services, CONTRACTOR shall provide all COUNTY members being served by CONTRACTOR with a Notice of Privacy Practices information brochure or pamphlet during the time of the member's first visit. CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all members 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 member sign, acknowledging receipt of the NPP information,

and CONTRACTOR must keep member signed acknowledgement on file every three (3) years upon receipt from member.

B. All written materials for potential members and members 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 members or members 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 member 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 member or member 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 member when first receiving Specialty Mental Health Services and upon request (1915(b) Medi-Cal Specialty Mental Health Services Waiver §(2)(d)(d), p. 26, attachments 3 and 4); (Title 9 C.C.R. §1810.360(e)).

E. CONTRACTOR shall make the RUHS-BH Provider Directory and Beneficiary Handbook available to members in electronic form and paper format upon request. Both documents are available at http://www.rcdmh.org/. CONTRACTOR shall provide paper copies within five (5) business days without charge to members.

XXXIV. CONFLICT OF INTEREST

A. CONTRACTOR shall comply with the conflict-of-interest safeguards described in:
   1. 42 C.F.R. §438.58 and the prohibitions described in §1902(a)(4)(C) of the Social Security Act. (42 C.F.R. §438.3(f)(2).); and
   2. The California Political Reform Act including Public Contract Code §10365.5 and Government Code §1090.

B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables them 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.

C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

XXXV. GRIEVANCE AND FAIR HEARING

A. If a Medi-Cal contractor, CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-BH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs). CONTRACTOR shall fax a copy within 24 hours of all NOABDs to RUHS-BH Outpatient Quality Improvement at (951) 955-7203.

B. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in member and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances and/or appeals to RUHS-BH 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 members and/or member's representative without the member and/or member's representative having to make a verbal or written request to anyone.

C. State and Federal law guarantees members the 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 §5325.1, as well as Titles 9 and 22 of the C.C.R., as applicable. COUNTY members' Rights Advocates will be given access to members, member 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. CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, sub-regulatory guidance and contract provisions (42 C.F.R. §438.230(c)(2) including the terms of the 1915(b) Waiver and any Special Terms and Conditions.

B. CONTRACTOR shall adhere to the requirements of 42 C.F.R. §438, et seq., 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; (i) monitor for compliance with the written procedures; and (ii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:

1. Division 10 of the Health and Safety Code, commencing with §11760;
2. Title 9 C.C.R. Division 4, commencing with §9000;
3. Government Code §16367.8;
4. Title 5, Division 2, Part 1, Chapter 1, Article 7 of the California Government Code regarding Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies;
5. Title 42 U.S.C. §§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, U.S.C. §§7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
7. Title 45 C.F.R. §§96.30 through 96.33 and §§96.120 through 96.137;
8. Title 42, C.F.R. §§8.1 through 8.6;
9. Title 21, C.F.R. §§1301.01 through 1301.93, Department of Justice, Controlled Substances;
10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures), Title 42 C.F.R. Part 438.
11. Title 22 C.C.R. 51000 et seq.; and
12. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).

C. CONTRACTOR agrees to comply with all applicable COUNTY, RUHS-BH, DHCS, CMS, State, and Federal laws, policies, procedures, manuals, directives, and guidance as may be amended from time to time, without the necessity of a formal amendment to this Agreement (43 CFR sec. 438.230).

XXXIX. DRUG-FREE WORKPLACE ACT OF 1988

A. The Federal government implemented the Drug Free Workplace Act of 1988 to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. The following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
5. Contractors of Federal agencies are required to certify that they will provide drug- free workplaces for their employees.

B. 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 California Drug-Free Workplace Act of 1990 (Government Code §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 §8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code §8355(a) to inform employees about all of the following:
   a. The dangers of substance use in the workplace;
   b. 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 §8355(a) that every employee who works on this 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. 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

CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Use of Funds stipulations indicated herein (XL, Subsections A–E). CONTRACTOR shall furnish copies of Use of Funds policies and procedures at the request of the COUNTY.

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 that information produced through these funds, and which pertains to drugs and alcohol-related programs, 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, Division 10.7, Chapter 1429, §§11999-11999.3). CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

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 §202 of the Controlled Substances Act (21 U.S.C. §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 or Federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

F. *Marijuana Restriction*
Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. §75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC §812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

XLI. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Hatch Act. CONTRACTOR shall furnish copies of Hatch Act policies and procedures at the request of the COUNTY.

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 or the Department of Health Care Services CONTRACTOR has not performed satisfactorily or fails to provide for the health and safety of members served under this Agreement (42 C.F.R. §438.230(c)(1)(iii). 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 members are to be transferred to another facility for services, furnish to COUNTY, upon request, all member information and documents deemed necessary by COUNTY to affect an orderly transfer;
   4. If appropriate, assist COUNTY in effecting the transfer of member in a manner consistent with the best interest of the member's 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 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. The provisions concerning audits, record retention, confidentiality, data security, indemnification, insurance, overpayment recovery, and compliance shall survive expiration or termination of this Agreement (42 CFR 438.230; 45 CFR 164.530).

XLIII. DISPUTE

In the event of a dispute between COUNTY and CONTRACTOR over the execution of the terms of this Agreement, the quality of member 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.

Material Non-Compliance means any violation of this Agreement that:

A. Involves patient safety, health, or welfare (e.g., understaffing, credential lapses, HIPAA breaches);
B. Involves fraud, waste, or abuse of County funds (e.g., false billing, improper reimbursement);
C. Violates Federal law (42 CFR §438, HIPAA, Social Security Act);
D. Violates California law (WIC §5600 et seq., Health & Safety Code);
E. Results in a finding by County, State, or Federal regulators;

F. Remains uncured 30 days after written notice;
G. Involves criminal conduct or excluded party violations;
H. Results in failure to obtain/maintain required licenses, certifications, insurance, or NPIs;
I. Involves non-disclosure or misrepresentation of ownership, control, or criminal history; or
J. Involves failure to implement corrective action plan.

Non-material violations (technical non-compliance) shall be subject to 30-day cure period before termination.

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 the application thereof to any persons or circumstances are declared invalid by a court of competent jurisdiction, or is declared to be 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 with the United States Postal Service(or other qualified mail carrier), postage prepaid:

CONTRACTOR:
SOCIAL SCIENCE SERVICES, INC.
dba CEDAR HOUSE LIFE
CHANGE CENTER
18612 Santa Ana Avenue
Bloomington, CA 92316

COUNTY:
RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
ATTN: CONTRACTS ADMINISTRATION
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 an 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.

XLVIII. DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made, natural, or biological disaster. Such disaster preparedness and contingency plans shall be developed and implemented within sixty (60) days of execution of this Agreement and shall include provisions to ensure the continuation of critical services for a minimum period following a disaster or emergency, to the extent practicable. RUHS-BH expects CONTRACTOR to have a disaster plan in place and RUHS-BH expects CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

XLIX. SWEATFREE CODE OF CONDUCT

If CONTRACTOR is contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code §6108.

A. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements.

L. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol,

or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of §1633.2 of the Civil Code.

LI. RUSSIAN SANCTIONS

CONTRACTOR must certify that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. CONTRACTOR is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). CONTRACTOR is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars ($5,000,000) or more. CONTRACTOR shall submit the signed certification regarding COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE, Attachment F, attached hereto, to RUHS-BH with the Agreement.

CONTRACTORs with an agreement value of Five Million Dollars ($5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
C. Direct support to the government and people of Ukraine.

LII. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

LIII. TUBERCULOSIS TREATMENT

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

LIV. TRIBAL COMMUNITIES AND ORGANIZATIONS

CONTRACTOR shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. CONTRACTOR shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

LV. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

COUNTY AOD Program Administrator shall participate and represent the COUNTY in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. COUNTY AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

LVI. ADOLESCENT BEST PRACTICES GUIDELINES

CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Agreement. Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

LVII. ADDITIONAL CONTRACT RESTRICTIONS

A. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for COUNTY or DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

C. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Federal or State governments that affect the provisions, terms, or funding of this Contract in any manner.

LVIII. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual

Services Act (Government Code §§7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACTOR shall comply with the applicable provisions of §1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

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 exclusion database checks to confirm identity and to determine 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 care 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 exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan 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

EXHIBIT A
SCOPE OF WORK

Level of Care/Services:	**Sobering Center**
Contractor:	**SOCIAL SCIENCE SERVICES, INC. dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**
Dept ID:	**4100514408.55600**

The following Scope of Work defines the requirements for the delivery of contracted Behavioral Health Services by the CONTRACTOR on behalf of the COUNTY and establishes the standards for service delivery, authorization, documentation, and compliance applicable to the CONTRACTOR.

I. PURPOSE:

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County.

II. SERVICE LOCATIONS

CONTRACTOR is approved to provide the services outlined in this Scope of Work at all locations mutually agreed upon by COUNTY, provided such locations are properly certified and/or licensed, as applicable, by DHCS and enrolled as Medi-Cal provider sites. All approved service locations shall be accurately identified and maintained on CONTRACTOR's Schedule(s), Exhibit(s), or Attachment(s) as applicable, and services shall be provided only at locations approved by COUNTY and DHCS for the applicable Medi-Cal program and certification type.

III. SCOPE OF SERVICES:

Sobering Center will serve individuals with acute intoxication of alcohol and other drugs, who do not meet the necessity of medical intervention, and can be stabilized over a brief period of time.

A. **Program Goals and Objectives**

The Sobering Center will provide a safe, short-term, alternative to jail or emergency departments in the intoxication phase and minimize unnecessary hospitalizations, law enforcement resources and incarceration. No special certification is needed for the Sobering Center.

B. **Provision of Services**

1. CONTRACTOR shall provide services to individuals with acute intoxication of alcohol or other drugs which do not meet the necessity of medical intervention. The services are designed to be brief (4-10 hour stays) and focus on stabilizing individuals to a point of sobriety whereby the consumer(s) could then be referred to other available services in the community, such as ARC residential substance use disorder (SUD) or withdrawal management (WM) services, or place of former residence. Sobering Center consumers will receive transportation to their next location (treatment or housing) in order to prevent individuals from walking away from the facility into the community, this is a core service provided by the CONTRACTOR.

2. CONTRACTOR shall build and maintain effective partner relationships with Riverside University Health System (RUHS) entities and community partners (e.g. law enforcement, first responders, homeless resources providers, and social service agencies) in order to effectively receive consumers for entrance and link consumers to resources upon service completion.

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 and withdrawal symptoms (as defined in Practitioner Types below).

4. Components of Care
   a. Monitoring by on-site medical personnel
   b. Provide oral hydration, food, showers, basic hygiene & feminine hygiene items, & clean clothes (if needed)
   c. Referral for ongoing support or transfer planning
   d. Clinical support and education
   e. Screening of individuals for other levels of services at the ARC or within the RUHS-BH system of care.
   f. Transportation, upon leaving

C. **TARGET POPULATION TO BE SERVED**

1. Adults (21 and over)

2. Adolescents (Under age 21)
   Under the EPSDT mandate, members under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and improve 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 between the CONTRACTOR and the RUHS-BH SAPT Care Coordination team assigned to each member.

3. Adolescents (Age 12-17)
   a. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Adolescent Substance Use Disorder Best Practices Guide Adolescent Best Practices Guide OCTOBER 2020.
   b. 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:
      i. 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.
      ii. 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.
      iii. 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.
      iv. Individualized plans for care 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.
      v. 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.

vi. 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.
vii. 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).
viii. If a 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.

c. Developmentally Appropriate Care
   i. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
   ii. 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.
   iii. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
   iv. 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.
   v. 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.
   vi. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
   vii. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.

d. Cultural and Gender Competence
   i. Screening and assessments should be comprehensive, multifaceted, trauma-informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
   ii. 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.
   iii. CONTRACTOR will 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).
   iv. The therapeutic alliance will be informed by the provider'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.
   v. CONTRACTOR is to be sensitive to the cultural expectation's adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.
   vi. CONTRACTORS serving adolescents whose primary language is not English, including adolescents who use sign language, should provide skilled bilingual staff and/or interpreters as needed.

vii. Print and audiovisual materials should be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
viii. CONTRACTOR will train 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 provider'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.
ix. 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. Gender-responsive services should be available to ensure adolescents receive appropriate individualized care.
x. A "safe" environment should be cultivated to talk about sensitive issues; this should include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/nonconfrontational therapies, which will enhance therapeutic alliances.
xi. Programs should 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.
xii. CONTRACTOR will take into account access to services, particularly in rural or frontier areas. When possible, telemedicine or e-therapy should be offered, to adolescents in rural or frontier areas.

e. Systems Collaboration Among Youth Serving Agencies
i. CONTRACTOR will coordinate with the members' COUNTY Care Coordinator and other systems, considering State and Federal laws pertaining to disclosure of confidential member information.
ii. A discharge plan will be developed prior to the member '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.
iii. 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.

f. Integrated Care
i. 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. Individualized treatment and recovery service plans for adolescents will incorporate input from family and significant others in the adolescent's life and multiple adolescent-serving agencies with which the adolescent may be involved (e.g., primary care, schools, child welfare, juvenile justice).
ii. 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.
iii. 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.

iv. 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.

v. 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.

vi. 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).

g. Trauma Informed Care

i. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.

ii. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.

iii. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.

iv. 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.

v. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).

vi. 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).

vii. 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.

viii. 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).

ix. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.

h. Family Centered Care

i. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.

ii. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.

iii. 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).

iv. 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.

v. 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.

vi. 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.

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

i. Recovery-Oriented Systems of Care

i. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.

ii. CONTRACTOR will assist the adolescent in defining what wellness in recovery means for them and supporting the attainment of wellness.

iii. 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.

iv. 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.

v. 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.

vi. Peer recovery groups and mentors can be an option for adolescents to assist in supporting their recovery.

vii. Evidence-Based Services and Practices

viii. 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.

ix. 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).

4. Perinatal

a. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Substance Use Disorder Perinatal Practice Guidelines, November 2025 located on the DHCS website Perinatal Practice Guidelines 2025

b. In accordance with SUBG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate. Treatment providers must also serve women who are pregnant, women

with dependent children, women attempting to regain custody of their children, postpartum women and their children, and women with substance exposed children.

c. The CONTRACTOR must directly provide, or coordinate the following services:
   i. Outreach and engagement;
   ii. Coordinate treatment services with other appropriate services, including health, criminal justice, social, educational, and vocational rehabilitation, as well as additional services that are medically necessary to prevent risk to a fetus, infant, or mother. Health services include but are not limited to primary medical care for women, including referral for prenatal care;
   iii. Screening for alcohol and/or drug use to identify women who have or are developing SUD;
   iv. Primary pediatric care, including immunization, for their children;
   v. 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;
   vi. 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
   vii. Sufficient Care coordination and transportation to ensure that women and their children have access to services.
   viii. Child care services are to be provided while the women are receiving gender-specific treatment services such as onsite licensed child care, a partnership with local, licensed child care, or license-exempt child care through a cooperative arrangement between parents for the care of their children.

D. **DMC-ODS Practitioners**

1. 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. Professional and 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. CONTRACTOR shall provide proof of onsite orientation and training within personnel records. The COUNTY may add, amend or revoke practitioner types via SAPT bulletins.
   a. A Licensed Practitioner of the Healing Arts (LPHA) is defined as a Physician, Nurse Practitioner (NP), Physician Assistant (PA), Registered Nurse, Registered Pharmacist, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Registered CSW, Licensed Professional Clinical Counselor (LPCC), Registered PCC, Licensed Marriage and Family Therapist (LMFT), Registered MFT, Licensed Vocational Nurse (LVN), Licensed Occupational Therapist (LOT), and Licensed Psychiatric Technician (LPT).
      i. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, "registered" means a candidate for licensure who is registered, or has submitted a registration application and is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure, in accordance with applicable statutes and regulations.
   b. Licensed occupational therapists meet the requirements of paragraph (2) of subdivision (b) of 42 CFR 440.110.

c. The CONTRACTOR may contract individually with LPHAs to provide DMC-ODS services.

2. A clinical trainee (CT) is an unlicensed individual who is enrolled in a post-secondary educational degree program in the State of California that is required for the individual to obtain licensure as a Licensed Practitioner of the Healing Arts; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or applicable licensing board to participate in the practicum, clerkship, or internship and provide substance use disorder treatment services, including, but not limited to, all coursework and supervised practice requirements.

3. A medical assistant (MA) is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements and provides administrative, clerical, and technical supportive services, according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner, or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant.

4. A Medi-Cal Certified Peer Support Specialist (MCPSS) is an individual in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and must meet all other applicable California state requirements, including ongoing education requirements. Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

5. Counselors (C) are also known as Registered and certified Alcohol and Drug SUD (AOD) counselors. An AOD counselor is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies, and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Title 9, Division 4, Chapter 8.
   a. 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 registered or certified as defined above.

6. Other Qualified Provider (OP) is an individual at least 18 years of age with a high school diploma or equivalent degree plus two years of related paid or non-paid experience (including experience as a service recipient or caregiver of a service recipient), or related secondary education. OPs may not provide assessment services.

E. **List of Approved Practitioners**
The list of DHCS DMC-ODS and CalAIM practitioners approved to carry out the services in this contract can be found in Schedule(s), Exhibit(s), or Attachment(s).

F. **Outcome Measures**
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 brief SUD Adolescent or Adult Screening tool demonstrating use of the American Society of Addiction Medicine (ASAM) Criteria.
   a. The SUD-Screening will be administered to determine the appropriate LOC.
   b. Member preferences shall be considered such as cultural, geographical, gender, and language and personal schedule. These variances and special circumstances shall be documented in the member chart.
   c. ASAM Criteria shall be applied by using the SUD Adolescent or SUD Adult Transition tool as the member moves through each modality of care.
      i. Re-determination of LOC can take place at any time, as deemed appropriate.
   d. At a minimum, the COUNTY issued SUD Screening and/or Transition tools 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)
   c. 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

IV. COUNTY RESPONSBILITIES

A. **Administrative Support and Technical Assistance**

1. Technical assistance during program start-up and implementation as well as ongoing operational consultation to support Contractor in achieving program goals.

2. RUHS - BH shall provide technical assistance on an as-needed basis for new program contractors. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RUHS - BH and the Department's other contractors to ensure optimal collaborations, etc.

V. CONTRACTOR RESPONSIBILITIES

Providers will adhere to COUNTY written policies and procedures for processing referral requests for initial and continuing authorization of services.

A. **Facility**

1. CONTRACTOR shall provide a therapeutic setting in which treatment services can be provided that will enable the member 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.

2. CONTRACTOR shall provide a copy of any Conditional Use Permit(s) for the present facilities as required by State and/or local ordinances.

3. CONTRACTOR shall provide a valid Drug Medi-Cal (DMC) Certification issued by Department of Health Care Services (DHCS) for all applicable facilities and any additional Alcohol and Other Drug (AOD) certification(s) applicable to levels of care contracted for.

4. The site location shall be easily accessible in terms of parking and public transportation.

5. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate.

6. CONTRACTOR shall demonstrate that it is credentialed according to Section 1(G) of State/COUNTY Agreement and pursuant to 42 CFR 438.214.

7. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for consumers with physical or mental disabilities.

8. Facility shall be accessible to people with disabilities in accordance with Title 45, CFR, Part 84 and the Americans with Disabilities Act.

B. **Staffing And Staff Training Requirements**

1. 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: on the RUHS-BH website.

2. 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.

3. 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 may substitute for required treatment personnel or for one another.

4. CONTRACTOR is required to consider the needs of particular members, extent of the services provided by the program, and physical arrangements of the program when determining staffing ratios (Certification for AOD Programs, DHCS).

5. CONTRACTOR shall provide a list of current staff and copies of appropriate and current license, 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.

6. 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, State 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.

7. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2, California Code of Regulations (CCR) 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 registered AOD counseling staff shall adhere to CCR, Title 9, Section 13040, subdivisions (a)(1) through (5) or any core competency education topics listed in DHCS BHIN 25-029.
   a. Licensed Practitioners of the Healing Arts (LPHAs) are considered licensed professionals.
      i. LPHAs shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.
   b. AOD counseling staff registering on or after January 1, 2026, must complete 80 hours of core competency education within six (6) months of registration per BHIN 25-029 and obtain full certification within five (5) years.
      i. Education must cover the 12 core competency areas mandated by AB 2473.
      ii. Registered AOD counselors with a master's degree in psychology, social work, MFT, or counseling are exempt from core competency coursework but must still meet the 80-hour requirement within their first year.
   c. 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.
   d. 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.
   e. Individuals are required to provide documentation of completion of a minimum of hours of continuing education and payment of a renewal fee to their certifying organization body and maintain professional license/certification/registration.

8. 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.

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

10. 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.

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

12. Personnel policies shall be reviewed and updated annually.
    a. Personnel policies and procedures shall be available to all employees.

13. CONTRACTOR shall have a written Code of Conduct for employees and volunteers/interns. Refer to Practices Guidelines and Procedure Manual for detailed requirements on the RUHS-BH website. Provider Practice Requirements Manual V4.2 Winter 2022.pdf

14. A personnel file shall be maintained on each staff member. The personnel file shall contain at least the following information:
    a. Listing of training and experience.
    b. 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.
        i. 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.).
    c. Annual job performance evaluations.
    d. Personnel action reports of all changes in status of the employee.

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

16. A written staff training plan shall be developed and discussed with staff.
    a. Continuing development of staff expertise shall be encouraged.
    b. Participation in outside training seminars and workshops shall be encouraged.
    c. Proof of completion for mandatory trainings shall be maintained in personnel files.
    d. For State and County mandatory or suggested trainings refer to Practices Guidelines and Procedure Manual at on the RUHS-BH website.

17. CONTRACTOR shall have written procedures for volunteers and interns. Volunteers shall have a written description of their job duties.
    a. A personnel file shall be maintained for each volunteer.
    b. Volunteers shall be accountable to a specific staff member.
    c. Refer to Practices Guidelines and Procedure Manual for detailed description of requirements on the RUHS-BH website.
18. CONTRACTOR shall ensure that the following staffing requirements, which include but are not limited to, the following, are met:
    a. Ensure the provision of culturally competent services including a rich member, peer-to-peer, recovery environment.
    b. Provide administrative, supervisory, and clerical support for the program.
    c. Ensure that personnel are competent, the majority able to provide peer support, and qualified to provide the services necessary within their job duty classification.
    d. Ensure that personnel are competent and qualified to provide the services necessary, including members as providers, in order to meet individual member needs, and employ staff in sufficient numbers to meet such needs. Member-to-staff ratios shall be subject to the approval of RUHS - BH and shall include sufficient trained personnel to ensure compliance with the terms of the contract and any potential or real licensing regulations.
    e. Hire treatment staff who are culturally and ethnically diverse, and who represent the ethnic and gender characteristics of the members being served. CONTRACTOR shall hire sufficient treatment staff that are bilingual (Spanish/English) in order to effectively

translate, interpret and provide treatment services, to the residents and their families. Housekeeping staff may not be used to meet bilingual service staff requirements.

19. Provide staff with orientation and continuing education training and staff development in the areas of mental health, substance use and co-occurring disorders, crisis intervention, motivational interventions, recovery values and philosophy, and member empowerment. Bidders should specify the number of hours required for orientation training. Provide or make arrangements for staff to receive ongoing training in the following areas:
    a. An extensive initial orientation to the program, including principles of Wellness and Recovery that support, the goals of the program, peer-to-peer based interventions including the sixteen ethical standards of the Medi-Cal Peer Support Code of Ethics and the SAMHSA core competences of peer supporters, review policies and procedures, service delivery requirements, outcome measures and reporting, continuing education in these areas shall be required.
    b. Training requirements that meet DHCS site certification standards and requirements.
    c. Non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the members from violent behavior.
    d. Basic assessment that incorporates cultural consideration and integrated (physical and behavioral health) issues and needs, services planning, inter-agency coordination, problem-solving and counseling skills.
    e. Cultural competency in serving members from diverse ethnic and cultural backgrounds including age, gender, sexual orientation, physical disabilities, and member cultures.

C. **Documentation of Services**

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in accordance with HIPPA and with regulations relating to PHI. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and the Riverside University Health System-Behavioral Health. These records shall include but are not limited to:

1. A log of referrals.

2. Ongoing case documentation consistent with AOD Standards.

3. Documentation of individuals/families participating in the program. Copies of material that was presented/discussed.

4. CONTRACTOR shall maintain referrals, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS-BH policies.

5. Services shall meet documentation standards of the DHCS Outpatient and Detoxification Program Certification standards, CalAIM, and be consistent with RUHS-BH policies.

6. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.

7. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.

8. Copies of completed outcome measures.

9. Other requirements may be determined as the CWIC's are implemented.

10. Data entry into the County Management Information System as specified by RUHS - BH.

11. CONTRACTOR shall develop and maintain Individualized Service Plans (ISP) that identify the treatment needs and recovery goals of each member. The ISP will provide a description of recovery goals and the methods and services that will be used to achieve those goals.

12. CONTRACTOR shall maintain records of referrals, denials, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS - BH policies. Service documentation will provide information regarding each member's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.

13. Medi-Cal reimbursable services will meet documentation standards of DHCS certification and be consistent with RUHS - BH policies.

14. CONTRACTOR shall enter member DHCS CalOMS mandated information into the County's database within 24 hours of admission.

15. CONTRACTOR shall document all adverse incidents affecting the physical and emotional welfare of members in accordance with RUHS-BH policy and DHCS Site Certification. Examples of adverse incidents include, but are not limited to, serious physical harm to self or others, serious destruction of property, elopements, etc. CONTRACTOR shall notify RUHS-BH within twenty-four (24) hours of any serious adverse incidents affecting members' welfare along with DHCS death notification and COVID notification requirements.

16. Provide an accurate point in time census to RUHS - BH staff via telephone call or Internet prior to 9:00am every day.

17. All clinical records must comply with Federal and State regulations, HIPAA, and RUHS - BH policies and procedures.

18. CONTRACTOR shall submit a monthly contract report to RUHS - BH, as outlined by RUHS - BH, which summarizes CONTRACTOR activities. Due the 5th of every month.

19. Records maintained at the facility

20. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the member. These records will conform to the requirements of the licensing authority, DHCS, and the COUNTY.

21. The CONTRACTOR will provide SAPT Administrator (or designee) with the following:
    a. Access to all records maintained on members admitted to the facility.
    b. Compliance with requests for social, economic, and demographic data.

22. The COUNTY SAPT Administrator (or designee) will represent the COUNTY in all matters concerning the performance of this agreement.

23. 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).

24. The CONTRACTOR shall understand how the COUNTY'S web-based MIS interacts with CONTRACTORS system in order to accumulate and report data.

25. The CONTRACTOR shall collect data on the member characteristics as specified by DHCS and on services furnished to members as specified by DHCS in the CalOMS Data Collection Guide located on the RUHS-BH website. All former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
    a. CONTRACTOR shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data into COUNTY EHR consistently throughout the month.
    b. 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.
    c. CONTRACTOR staff shall participate in CalOMS-Tx informational meetings, DHCS webinar training, and COUNTY mandatory trainings
    d. 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.
        i. CONTRACTOR shall report data that is accurate and complete by:
            1) Verifying the accuracy and timeliness of reported data;
            2) Screening the data for completeness, logic, and consistency; and
            3) Responding to COUNTY requests for CalOMS corrections and submittals in a timely manner. Refer to Practices Guidelines and Procedure Manual for specific reporting instruction on the RUHS-BH website.

27. 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.
    a. CONTRACTOR will notify COUNTY SAPT Administration about any changes to certification that will effect DATAR non-compliance.
    b. CONTRACTOR will request passwords or resetting of passwords from COUNTY SAPT Administration prior to the monthly due date to ensure timely monthly reporting compliance.
    c. CONTRACTOR shall respond to COUNTY requests for DATAR data submittals in a timely manner.

D. **Certification Changes**
1. CONTRACTOR shall inform COUNTY of an addition or change of information in CONTRACTORs DMC certification immediately.

2. CONRACTOR shall inform COUNTY of CONTRACTOR's intent to reduce covered services or relocate 30 days prior submitting a DMC certification application to DHCS' Provider Enrollment Division (PED). 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.

3. CONTRACTOR must notify DHCS 45 days prior to relocation and submit a supplemental application.

4. 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.

5. 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.

E. **General Program Requirements**

CONTRACTOR shall:

1. Attend and participate in RUHS-BH facilitated quarterly provider meetings.

2. Work cooperatively with the RUHS - BH designated contract monitor(s), regional programs and staff, Regional Administrator or Manager, and other RUHS – BH contractors and their staff in order to quickly and efficiently respond to the needs and requests of RUHS - BH.

3. Fully cooperate with RUHS - BH on-site program liaison. Prepare and submit monthly bills and reports to RUHS - BH accurately and within the requested time frames.

4. Submit to RUHS-BH, by January 1 of each year, any recommendations or changes for the following year's contract.

5. Plan and deliver services in such a manner as to ensure access by all persons in need of services, including all ethnic groups in the County.

6. Maintain all records as required by Title 9, Title 22 of the California Code of Regulations; CFR 42, HIPAA.

7. Agree to meet regularly with COUNTY staff to establish treatment and case management services, recovery plans, and discharge plans for the member referred to the CONTRACTOR.

8. CONTRACTOR will adhere to AB 1037 and DHCS BHIN 26-004 for admission agreements and return to use plans.

VI. ADMINISTRATION

A. **Administrative Procedures**

CONTRACTOR shall comply with administrative procedures and policies necessary to ensure the effective delivery of all services outlined in this Scope of Work as described below:

1. Access to duly authorized representatives from County and State to patient/member records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, appropriateness and timeliness of the services. This shall include, but is not limited to the following:
   a. 24/7 RUHS-BH access to member information.
   b. Request reports and relevant data.
   c. Daily data entry and verification into RUHS-BH Electronic Medical Record (ELMR) computer system.
   d. Remittance advices from Medicare, insurance and other 3rd party payers.
   e. Notification of all admissions, member status, length of stay (LOS), and Member Service Identification (CSI) data.
   f. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.
   g. Additionally CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract period.
   h. CONTRACTOR shall notify RUHS-BH immediately of the loss or suspension of any such licenses and permits.

B. **Regulatory Compliance**
Contractor shall:
1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
   a. State of California Department of Health Care Services laws, regulations and procedures;
   b. Riverside University Health System-Behavioral Health policies and procedures;
   c. County and City Ordinances and Regulations.

2. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established provider responsibility for the program or guest members, shall be allowed to enter and inspect the facility.

3. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

4. Maintain at all times appropriate certification, licenses, and permits to operate the programs pursuant to State laws and local ordinances.

5. CONTRACTOR will comply with AB 1356 and DHCS BHIN 26-007 member reporting requirements regarding the death of member at SUD Recovery or Treatment Facility.

C. **Contract Performance Monitoring**
1. The CONTRACTOR will participate in the COUNTY administrative, clinical and fiscal contract 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, and files to ensure compliance with regulations. COUNTY and/or DHCS monitoring may be announced and/or unannounced. 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:

a. A statement of the deficiency;
b. A list of action steps to be taken to correct the deficiency;
c. Date of completion of each deficiency corrected; and
d. Who will be responsible for correction and ongoing compliance.
e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

2. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.
   e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

3. 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.

4. COUNTY shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

D. **Continuous Quality Management**

1. CONTRACTOR will adhere to DHCS and COUNTY guidelines.

2. 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:
   a. Continuity of activities
   b. Member file review
   c. Recovery or treatment plan review

3. CONTRACTOR shall develop a Utilization Review Committee to conduct regular utilization reviews of CONTRACTOR'S charts and quality of care.
   a. Committee can consist of internal and external committee members who will provide qualitative feedback to CONTRACTOR.

4. 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.

5. 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.
   a. Board training will take place at least annually, and include topics relevant to governing board responsibilities in the non-profit sector.
   b. 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, c, recovery process, and various methods and techniques used in working with addiction.

6. 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.

7. The policies, rules and procedures shall be maintained in compliance with local, state, and federal laws and regulations through an annual review and update.

8. A procedure shall exist for initiating, developing, and declaring policies and procedures. It shall provide for staff input.

9. CONTRACTOR will adhere to applicable current quality assurance standards stated below and/or found within DMC-ODS Waiver, Title 22 – Drug Medi-Cal standards, DHCS Certification for AOD Programs, DHCS BHINs, CalAIM measures, whichever is most stringent.

10. 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.

11. The CONTRACTOR shall implement mechanisms to assess consumer/family satisfaction. The CONTRACTOR shall assess consumer/family satisfaction by:
    a. Surveying consumer/family satisfaction with the CONTRACTOR'S services at least annually;
    b. Evaluating member grievances, appeals and fair hearings at least annually;
    c. Evaluating requests to change counselors providing services at least annually; and
    d. The CONTRACTOR shall inform COUNTY of the results of consumer/family satisfaction activities.

12. 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.

E. **Audit and Review Notifications**

1. Contractor is to contact their county liaison immediately to notify of any reviews/audits being conducted by the state (announced or unannounced) as soon as they are notified or the state shows up at their facility.

2. CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

EXHIBIT A
SCOPE OF WORK

Level of Care/Services:	**ASAM Level 3.2 WM – Clinically Managed Residential Withdrawal Management**
Contractor:	**SOCIAL SCIENCE SERVICES, INC. dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**
Dept ID:	**4100514408.55800/55600**

The following Scope of Work defines the requirements for the delivery of contracted Behavioral Health Services by the CONTRACTOR on behalf of the COUNTY and establishes the standards for service delivery, authorization, documentation, and compliance applicable to the CONTRACTOR.

I. PURPOSE:

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County. Withdrawal Management services include the following components:

A. Assessment
B. Care Coordination
C. Medication Services
D. MAT for Opioid Use Disorder (OUD)
E. MAT for Alcohol Use Disorder (AUD) and other non-opioid SUD's
F. Medi-Cal Peer Support Services
G. Observation

II. SERVICE LOCATIONS

CONTRACTOR is approved to provide the services outlined in this Scope of Work at all locations mutually agreed upon by COUNTY, provided such locations are properly certified and/or licensed, as applicable, by DHCS and enrolled as Medi-Cal provider sites. All approved service locations shall be accurately identified and maintained on CONTRACTOR's Schedule(s), Exhibit(s), or Attachment(s) as applicable, and services shall be provided only at locations approved by COUNTY and DHCS for the applicable Medi-Cal program and certification type.

III. 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 Licensed Practitioner of the Healing Arts (LPHA) as medically necessary and in accordance with an individualized treatment plan.

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.

WM services are provided according to guidance outlined within Department of Health Care Services (DHCS) Behavioral Health Information Notices (BHIN) 23-068 and 24-001 as well as DHCS's Certification for Alcohol and Other Drug Programs dated February 2025, including updates to regulatory guidance as released. Staff providing WM services are to complete the required orientation and annual training which address, at minimum, the provision of detoxification

services including physical checks and appropriate documentation as well as the special needs of members receiving these services.

A. **Program Goals and Objectives**
To provide WM services provided to members when medically necessary for maximum reduction of the SUD symptoms and restoration of the member to their best possible functional level.

B. **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 members 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 members 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 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: 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 and withdrawal symptoms (as defined in Practitioner Types below).

5. Service Components: The components of withdrawal management are:
   a. Intake: The process of admitting a member 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. Assessment (as defined below)
   c. Care Coordination (as defined below)
   d. Medication Services MAT for OUD, AUD and non-opioid SUDs (as defined below)
   e. Medi-Cal Peer Support Services (as defined below)
   f. Observation (as defined below
   g. Medication Services (as defined below
   h. Clinical Services: Individualized planning for care reflecting case management, interdisciplinary team coordination of related addiction treatment, health care, mental health, social services, and discharge planning services to prepare the member 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.
   i. Documentation: Ongoing progress notes, case documentation and transition services consistent with DMC-ODS and AOD Certification Standards.

j. Discharge Services: The process to prepare the member 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
   a. Clinical Requirements: The clinical components of Level 3.2 WM include all necessary services for assessment and medication or non-medication withdrawal management:
   b. Clinical support, best-practices therapies, and education designed to enhance the member's health education and understanding of addiction.
   c. Daily assessment of progress through withdrawal management.
   d. Services to families and significant others.
   e. Referral for ongoing support or transfer planning.
   f. Video conferencing is not considered face-to-face when prescribing medication for withdrawal management. The WM member 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 member.

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. 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 .

C. **Service Delivery Requirements**

1. Assessment: Assessment consists of activities to evaluate or monitor the status of a member's behavioral health, determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Timely assessments ensure that members receive the right service at the right time, and in the right place, providers shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member 's clinical needs and generally accepted standards of practice. Assessments shall be updated as clinically appropriate, such as when the member's condition changes. Clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the determination of a diagnosis or during the assessment, even if the assessment ultimately indicates the member does not meet the access criteria for the delivery system in which they initially sought care. Assessment services may include one or more of the following components:
   a. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.
   b. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and

evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing.

c. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member 's needs, planned interventions and to address and monitor a member 's progress and restoration of a member to their best possible functional level.

2. Care Coordination
   Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the member with linkages to service and supports designed to restore the member to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination shall be provided to a member in conjunction with all levels of treatment. It may also be delivered and claimed as a standalone service. DMC-ODS plans, through executed memoranda of understanding, shall implement care coordination services with other SUD, physical, and/or mental health services to ensure a member-centered and whole-person approach to wellness.
   a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
   b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
   c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
   d. Care coordination shall be consistent with and shall not violate confidentiality of alcohol or drug member s as set forth in 42 CFR Part 2, and California Law.

3. Medication Services: The prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

4. Medications for Addiction Treatment (MAT) includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care.
   a. MAT for OUD, AUD, and other non-Opioid SUDs: MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD as authorized by Social

Security Act Section 1905(a)(29). MAT for AUD and Non-Opioid SUDs includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

b. The additional service provisions related to MAT include prescribing, administering, dispensing, ordering, monitoring, and/or managing the medications used for MAT services.
c. MAT may be provided with the following service components assessment, care coordination, counseling, family therapy, medication services, patient education, recovery services, SUD crisis intervention services, and withdrawal management services.

5. Medi-Cal Peer Support Services (MPSS): Are defined as "culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower Medi-Cal members through strength-based coaching, support linkages to community resources, and educate members and their families about their conditions and the process of recovery." Medi-Cal Peer Support Services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Medi-Cal Peer Support Services can be delivered and claimed as a standalone service or provided in conjunction with other DMC-ODS services or levels of care including inpatient and residential services. Peer support services are based on an approved plan of care and include educational skill building groups, engagement, and therapeutic activities.

6. Observation
The process of monitoring the beneficiary's course of withdrawal. Observation is conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the beneficiary's health status.

D. **TARGET POPULATION TO BE SERVED**

1. Adults (21 and over)

2. Adolescents (Under age 21)
Under the EPSDT mandate, members under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and improve 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 between the CONTRACTOR and the RUHS-BH SAPT Care Coordination team assigned to each member.

3. Adolescents (Age 12-17)
a. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Adolescent Substance Use Disorder Best Practices Guide Adolescent Best Practices Guide OCTOBER 2020.

b. 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:
   i. 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.
   ii. 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.
   iii. 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.
   iv. Individualized plans for care 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.
   v. 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.
   vi. 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.
   vii. 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).
   viii. If a 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.
c. Developmentally Appropriate Care
   i. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
   ii. 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.
   iii. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
   iv. 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.
   v. 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.
   vi. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
   vii. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.
d. Cultural and Gender Competence

i. Screening and assessments should be comprehensive, multifaceted, trauma-informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
ii. 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.
iii. CONTRACTOR will 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).
iv. The therapeutic alliance will be informed by the provider'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.
v. CONTRACTOR is to be sensitive to the cultural expectation's adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.
vi. CONTRACTORS serving adolescents whose primary language is not English, including adolescents who use sign language, should provide skilled bilingual staff and/or interpreters as needed.
vii. Print and audiovisual materials should be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
viii. CONTRACTOR will train 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 provider'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.
ix. 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. Gender-responsive services should be available to ensure adolescents receive appropriate individualized care.
x. A "safe" environment should be cultivated to talk about sensitive issues; this should include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/nonconfrontational therapies, which will enhance therapeutic alliances.
xi. Programs should 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.
xii. CONTRACTOR will take into account access to services, particularly in rural or frontier areas. When possible, telemedicine or e-therapy should be offered, to adolescents in rural or frontier areas.

e. Systems Collaboration Among Youth Serving Agencies
i. CONTRACTOR will coordinate with the members' COUNTY Care Coordinator and other systems, considering State and Federal laws pertaining to disclosure of confidential member information.
ii. A discharge plan will be developed prior to the member '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.
iii. 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.

f. Integrated Care
   i. 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. Individualized treatment and recovery service plans for adolescents will incorporate input from family and significant others in the adolescent's life and multiple adolescent-serving agencies with which the adolescent may be involved (e.g., primary care, schools, child welfare, juvenile justice).
   ii. 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.
   iii. 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.
   iv. 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.
   v. 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.
   vi. 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).

g. Trauma Informed Care
   i. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.
   ii. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
   iii. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
   iv. 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.
   v. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).
   vi. 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).
   vii. 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.

viii. 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).

ix. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.

h. Family Centered Care
   i. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
   ii. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.
   iii. 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).
   iv. 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.
   v. 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.
   vi. 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.
   vii. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.

i. Recovery-Oriented Systems of Care
   i. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
   ii. CONTRACTOR will assist the adolescent in defining what wellness in recovery means for them and supporting the attainment of wellness.
   iii. 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.
   iv. 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.
   v. 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.
   vi. Peer recovery groups and mentors can be an option for adolescents to assist in supporting their recovery.

vii. Evidence-Based Services and Practices
viii. 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.
ix. 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).

4. Perinatal
   a. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Substance Use Disorder Perinatal Practice Guidelines, November 2025 located on the DHCS website Perinatal Practice Guidelines 2025
   b. In accordance with SUBG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate. Treatment providers must also serve women who are pregnant, women with dependent children, women attempting to regain custody of their children, postpartum women and their children, and women with substance exposed children.
   c. The CONTRACTOR must directly provide, or coordinate the following services:
      a. Outreach and engagement;
      b. Coordinate treatment services with other appropriate services, including health, criminal justice, social, educational, and vocational rehabilitation, as well as additional services that are medically necessary to prevent risk to a fetus, infant, or mother. Health services include but are not limited to primary medical care for women, including referral for prenatal care;
      c. Screening for alcohol and/or drug use to identify women who have or are developing SUD;
      d. Primary pediatric care, including immunization, for their children;
      e. 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;
      f. 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
      g. Sufficient Care coordination and transportation to ensure that women and their children have access to services.
      h. Child care services are to be provided while the women are receiving gender-specific treatment services such as onsite licensed child care, a partnership with local, licensed child care, or license-exempt child care through a cooperative arrangement between parents for the care of their children.

E. **DMC-ODS Access Criteria After Assessment**
   1. Beneficiaries 21 years and older
      a. Pursuant to W&I Section 14059.5(a), for individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. 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

b. The individual must meet the ASAM criteria definition of medical necessity of services based on the ASAM criteria.

2. Beneficiaries under the age of 21
   a. Individuals under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs.
   b. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)). 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.

3. 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 member.

4. For an individual to receive ongoing DMC-ODS services, the Medical Director, licensed physician, or LPHA shall reevaluate that individual's medical necessity qualification and determine that those services are still clinically appropriate for that individual.

5. If necessary, CONTRACTOR shall request a service authorization extension from SAPT Administration.
   a. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

F. **Principles of Care**

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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

1. When the CONTRACTOR identifies that a member 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 member's treatment plan.

b. Assist member to directly access a specialist, as appropriate, for the member's condition and identified physical or mental health needs.

2. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

3. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.
   a. Care coordination plan shall address how member 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.

4. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

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

6. 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.

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

8. CONTRACTOR will consider the impact and consequences of trauma in all clinical interventions, recovery support services, and organizational operations.
   a. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
   b. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
   c. Because substance use can be a coping mechanism for members who have experienced traumatic events, CONTRACTORs will work with members to build other alternative, less harmful coping skills.
   d. CONTRACTOR will not require that members retell the details of their traumatic experience(s).
   e. 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).
   f. 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 member, other members or staff is at risk.
   g. 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).
   h. CONTRACTOR will recognize physical, emotional and psychological safety is critical for recovery.

9. CONTRACTOR will create a family-friendly environment that encourages members and families to engage in recovery efforts. To the maximum extent possible, services will be member 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 member and family).
   a. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
   b. CONTRACTOR will work with member to identify family members available to engage in the member's recovery efforts.
   c. While family-centered care will be supported, programs focused on participants with SUDs will respect and support members who choose not to disclose their circumstances or involve particular family members in their treatment services.
   d. When involvement by the member'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 member's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the member.
   e. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the member; in some cases, this may require a substance use intervention for the parents or caregivers.

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

10. Recovery-Oriented Systems of Care: Recovery services are important to the member's recovery and wellness. As part of the assessment and treatment needs of Dimensions 5 and 6 of the ASAM Criteria and during the transfer/transition planning process, members will be linked to applicable recovery services.
    a. Members may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse.
    b. Recovery services may be provided face-to-face, by telephone, or by telehealth with the member and may be provided anywhere in the community.
    c. The components of Recovery Services are:
        a. Outpatient counseling services in the form of individual and/or group counseling, assessment, and care coordination to stabilize the member.
        b. Recovery Monitoring: Recovery coaching and monitoring designed for the maximum reduction of the member's SUD.
        c. Relapse Prevention: Interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.
    d. CONTRACTOR will assist the member in defining what wellness in recovery means for them and supporting the attainment of wellness.
    e. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
    f. 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.
    g. CONTRACTOR will promote greater responsibility on the part of the member for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
    h. Peer recovery groups and mentors can be an option for members to assist in supporting their recovery.
    i. Treatment and recovery planning will be member centered and guided by the member to the extent that is developmentally appropriate, building on the member's priorities and interests. CONTRACTOR will give the member choices to assist in their self-directed care.
    j. CONTRACTOR will address lapse and relapse as learning opportunities for those in treatment and recovery services.

G. **Care Coordination**

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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

1. When the CONTRACTOR identifies that a member 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 member's problem list; and
    b. Collaborate with COUNTY CCT personnel to assist member to directly access a specialist, as appropriate, for the member's condition and identified needs.

2. Care Coordination activities will include assisting the member in following up on physical or mental health treatment.

3. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

4. CONTRACTOR shall focus on collaborating with COUNTY CCT and member to:
   a. Establish accountability and member responsibility;
   b. Help with transitions of care;
   c. Create a proactive plan of care with member upon arrival at next modality; and
   d. Monitor/follow up as needed with member success and support of member's self-management goals.

5. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.

6. Care coordination plan shall address how member 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.

7. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

H. **General Program Criteria**
   1. Hours/Duration of Treatment

   2. A member 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 member'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 member 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.

   3. Progress Notes

Shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. For each service the practitioner who conducted the session shall type or legibly print their name, and sign and date the progress note within three (3) business days of the session. Signatures and printed names are adjacent to each other.

a. Each progress note for all non-group services shall include:
    a. The type of service rendered.
    b. The date that the service was provided to the member.
    c. Duration of the service, including travel and documentation time.
    d. Location/place of service.
    e. A typed or legibly printed name, signature of the service provider and date of signature.
    f. A brief description of how the service addressed the member's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
    g. A summary of next steps including, but not limited to, planned action steps by the provider or by the member, collaboration with the member, collaboration with the provider(s) and any update to the problem list as appropriate.
b. For group services:
    a. A list of participants is required to be documented and maintained by the provider.
    b. Every member shall have a progress note in their clinical record that documents the service encounter and their attendance in group, including a-e above.
    c. The progress note for the group service shall also include a brief description of the members' response to the service.
c. All notes are to be recorded in ACT format, unless exception is approved by QI and SAPT Administration.

4. Problem List

The provider must create and maintain a problem list for each member.

a. The problem list may include symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
b. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
c. The problem list shall be updated on an ongoing basis to reflect the current presentation of the member.
d. Problem lists are to be updated within a reasonable time and in accordance with generally accepted standards of practice. Providers, within their scopes of practice, shall add to, amend, or resolve problems from the problem list when there is a relevant change to a member 's condition.
e. The problem list shall include, but is not limited to, the following:
    a. Diagnoses identified by a provider acting within their scope of practice, if any.
    b. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
    c. Current International Classification of Disease (ICD) Clinical Modification Codes.
    d. Problems identified by a provider acting within their scope of practice, if any.
    e. Problems or illnesses identified by the member and/or significant support person, if any.

f. The name and title (or credentials) of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

f. Providers shall add to or remove problems from the problem list when there is a relevant change to a member 's condition.

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

I. **DMC-ODS Practitioners**

1. 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. Professional and 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. CONTRACTOR shall provide proof of onsite orientation and training within personnel records. The COUNTY may add, amend or revoke practitioner types via SAPT bulletins.
   a. A Licensed Practitioner of the Healing Arts (LPHA) is defined as a Physician, Nurse Practitioner (NP), Physician Assistant (PA), Registered Nurse, Registered Pharmacist, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Registered CSW, Licensed Professional Clinical Counselor (LPCC), Registered PCC, Licensed Marriage and Family Therapist (LMFT), Registered MFT, Licensed Vocational Nurse (LVN), Licensed Occupational Therapist (LOT), and Licensed Psychiatric Technician (LPT).
      i. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, "registered" means a candidate for licensure who is registered, or has submitted a registration application and is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure, in accordance with applicable statutes and regulations.
      ii. Licensed occupational therapists meet the requirements of paragraph (2) of subdivision (b) of 42 CFR 440.110.
      iii. The CONTRACTOR may contract individually with LPHAs to provide DMC-ODS services.
   b. A clinical trainee (CT) is an unlicensed individual who is enrolled in a post-secondary educational degree program in the State of California that is required for the individual to obtain licensure as a Licensed Practitioner of the Healing Arts; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or applicable licensing board to participate in the practicum, clerkship, or internship and provide substance use disorder treatment services, including, but not limited to, all coursework and supervised practice requirements.
   c. A medical assistant (MA) is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements and provides administrative, clerical, and technical supportive services, according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed

physician and surgeon, nurse practitioner, or physician assistant must be physically present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant.

d. A Medi-Cal Certified Peer Support Specialist (MCPSS) is an individual in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and must meet all other applicable California state requirements, including ongoing education requirements. Peer Support Specialists provide services under the direction of a Behavioral Health Professional.
e. Counselors (C) are also known as Registered and certified Alcohol and Drug SUD (AOD) counselors. An AOD counselor is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies, and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Title 9, Division 4, Chapter 8.
    i. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to members, in a DHCS licensed or certified program is required to be registered or certified as defined above.
f. Other Qualified Provider (OP) is an individual at least 18 years of age with a high school diploma or equivalent degree plus two years of related paid or non-paid experience (including experience as a service recipient or caregiver of a service recipient), or related secondary education. OPs may not provide assessment services.

J. **List of Approved Practitioners**
The list of DHCS DMC-ODS and CalAIM practitioners approved to carry out the services in this contract can be found in Schedule(s), Exhibit(s), or Attachment(s).

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

2. All members requesting SUD services shall be screened for need and ASAM LOC the same day or given an appointment. Non-urgent outpatient SUD services are to be offered within 10 days business days of the initial request. Urgent SUD services are to be provided within 48 hours of request. Non-urgent follow up appointments are to be at minimum, within 10 business days of the prior first service appointment. CONTRACTOR must report timely access data.

3. If CONTRACTOR determines member requires residential or withdrawal management services, they will contact the COUNTY CARES personnel to coordinate member's placement for residential or withdrawal management services.

4. Level of Care Determination and full ASAM Criteria Assessment
    a. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all members, and is separate and distinct from determining medical necessity.
    b. For beneficiaries 21 and over, a full ASAM (biopsychosocial) assessment shall be completed within 30 days of the member's initiation of services within indicated LOC.

c. For beneficiaries under 21, or for adults experiencing homelessness, a full ASAM (biopsychosocial) assessment shall be completed within 60 days of the members initiation of services within indicated LOC.
d. A full ASAM Criteria Assessment (biopsychosocial) is not required to deliver prevention and early intervention services for beneficiaries under 21; a brief SUD Adolescent and/or Adult level of care screening tool, based on ASAM Criteria is sufficient for these services.
    a. If a beneficiary withdraws from treatment prior to completing the full ASAM Criteria assessment and later returns, the time period starts over.
    b. A full Criteria ASAM assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services.
e. A full ASAM Criteria (biopsychosocial) assessment does not need to be repeated unless the member's condition changes.

5. Member preferences shall be considered such as cultural, geographical, gender, language and personal schedule. These preferences and special circumstances shall be documented in the CONTRACTOR member chart if applicable.

6. CONTRACTOR shall notify member:
    a. That oral interpretation is available for any language and written translation is available in prevalent languages;
    b. That auxiliary aids and services are available upon request and at no cost for members with disabilities; and
    c. How to access services.

7. CONTRACTOR shall provide, all written materials for potential members and consistent with the following:
    a. Use easily understood language and format;
    b. Use a font size no smaller than 12 point; and
    c. 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 members or potential members with disabilities or limited English proficiency.

8. 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.

9. 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.

10. When any member requesting outpatient services from CONTRACTOR who cannot be admitted immediately due to full capacity status, CONTRACTOR shall notify the closest COUNTY SAPT Outpatient facility and direct the member there for treatment.

11. The CONTRACTOR shall address urgent conditions while in contact with the member. CONTRACTOR shall reach out to police, a 24/7 behavioral health team, or emergency personnel as the need arises.

L. **Outcome Measures**

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 brief SUD Adolescent or Adult Screening tool demonstrating use of the American Society of Addiction Medicine (ASAM) Criteria.
   a. The SUD-Screening will be administered to determine the appropriate LOC.
   b. Member preferences shall be considered such as cultural, geographical, gender, and language and personal schedule. These variances and special circumstances shall be documented in the member chart.
   c. ASAM Criteria shall be applied by using the SUD Adolescent or SUD Adult Transition tool as the member moves through each modality of care.
      a. Re-determination of LOC can take place at any time, as deemed appropriate.
   d. At a minimum, the COUNTY issued SUD Screening and/or Transition tools 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)
   c. 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

M. **Organization Criteria**

1. Members having a Substance Use Disorder or at risk of developing an SUD will be primary criterion for program participation, cooccurring populations will not be denied by CONTRACTOR.

2. 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.

3. Program objectives shall be measurable and have achievement time frames.

4. 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.

N. **Service Elements**

1. CONTRACTOR shall follow the Adolescent Substance Use Disorder Best Practices Guide issued by DHCS in October of 2020 and any subsequent versions of guidelines issued by DHCS in developing and implementing adolescent treatment programs (if applicable).

2. CONTRACTOR shall comply with the perinatal programs requirements as outlined in the Substance Use Disorder Perinatal Practice Guidelines 2025 and any subsequent versions issued by DHCS (if applicable). If contracted to provide perinatal DMC services,

CONTRACTOR shall be properly certified and shall comply with applicable requirements as outlined by DHCS.

3. CONTRACTOR may provide outpatient services in-person, by telephone or telehealth by a qualified practitioner in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2.

4. CONTRACTOR shall comply with service provisions as detailed in DHCS BHIN 23-068 and 24-001, as well as any subsequent versions of service directives issued by DHCS or the COUNTY.

O. **Member Informing Responsibilities**

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

2. 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 member within fifteen (15) calendar days after receipt or issuance of the termination notice.

3. 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 member's medical and behavioral health issues. COUNTY SAPT Administration shall notify CONTRACTOR, and give the member 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 member's notice shall meet the requirements of 42 CFR §438.404.

4. CONTRACTOR shall notify enrolled members 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.

P. **Performance Outcomes**

The renewal of a contract between RUHS - BH and CONTRACTOR is contingent upon CONTRACTOR'S ability to meet or exceed established or agreed upon expectations and outcomes:

1. CONTRACTOR shall maintain an overall 90% satisfied member rating with service level on their customer satisfaction surveys.

2. RUHS - BH reserves the right to create and/ or modify Performance Outcomes. This will be done in collaboration with CONTRACTOR.

IV. COUNTY RESPONSBILITIES

A. **Administrative Support and Technical Assistance**

1. Technical assistance during program start-up and implementation as well as ongoing operational consultation to support Contractor in achieving program goals.

2. RUHS - BH shall provide technical assistance on an as-needed basis for new program contractors. Such technical assistance typically includes, but is not limited to, orientation

to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RUHS - BH and the Department's other contractors to ensure optimal collaborations, etc.

V. CONTRACTOR RESPONSIBILITIES

Providers will adhere to COUNTY written policies and procedures for processing referral requests for initial and continuing authorization of services.

A. **Facility**

1. CONTRACTOR shall provide a therapeutic setting in which treatment services can be provided that will enable the member 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.

2. CONTRACTOR shall provide a copy of any Conditional Use Permit(s) for the present facilities as required by State and/or local ordinances.

3. CONTRACTOR shall provide a valid Drug Medi-Cal (DMC) Certification issued by Department of Health Care Services (DHCS) for all applicable facilities and any additional Alcohol and Other Drug (AOD) certification(s) applicable to levels of care contracted for.

4. The site location shall be easily accessible in terms of parking and public transportation.

5. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate.

6. CONTRACTOR shall demonstrate that it is credentialed according to Section 1(G) of State/COUNTY Agreement and pursuant to 42 CFR 438.214.

7. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for members with physical or mental disabilities.

8. Facility shall be accessible to people with disabilities in accordance with Title 45, CFR, Part 84 and the Americans with Disabilities Act.

B. **Staffing And Staff Training Requirements**

1. 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: on the RUHS-BH website.

2. 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.

3. CONTRACTOR is required to consider personnel (including volunteers) competency, the needs of particular members, extent of the services provided by the program, and physical arrangements of the program when determining staffing ratios while adhering to County,

State, and Federal guidelines. Program residents will not be substituted for required staff. For every 15 residents receiving withdrawal management services, a program shall have a minimum of (1) one staff, at all times, physically on duty, awake, certified in providing cardiopulmonary resuscitation and first aid, and trained in the use of naloxone. Facility personnel who provide WM services or who monitor or supervise the provision of such service must meet additional training requirements. CONTRACTOR will ensure adequate coverage when regular staff members are absent.

4. CONTRACTOR shall provide a list of current staff and copies of appropriate and current license, 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.

5. 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, State Department of Health Care Services (DHCS) policy letters and any amendments thereto. Members 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.

6. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2, California Code of Regulations (CCR) 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 registered AOD counseling staff shall adhere to CCR, Title 9, Section 13040, subdivisions (a)(1) through (5) or any core competency education topics listed in DHCS BHIN 25-029.
   a. Licensed Practitioners of the Healing Arts (LPHAs) are considered licensed professionals.
      i. LPHAs shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.
   b. AOD counseling staff registering on or after January 1, 2026, must complete 80 hours of core competency education within six (6) months of registration per BHIN 25-029 and obtain full certification within five (5) years.
      i. Education must cover the 12 core competency areas mandated by AB 2473.
      ii. Registered AOD counselors with a master's degree in psychology, social work, MFT, or counseling are exempt from core competency coursework but must still meet the 80-hour requirement within their first year.
   c. 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.
   d. 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.
   e. Individuals are required to provide documentation of completion of a minimum of hours of continuing education and payment of a renewal fee to their certifying organization body and maintain professional license/certification/registration.

7. 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.

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

9. 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.

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

11. Personnel policies shall be reviewed and updated annually.
    a. Personnel policies and procedures shall be available to all employees.

12. CONTRACTOR shall have a written Code of Conduct for employees and volunteers/interns. Refer to Practices Guidelines and Procedure Manual for detailed requirements on the RUHS-BH website. Provider Practice Requirements Manual V4.2 Winter 2022.pdf

13. A personnel file shall be maintained on each staff member. The personnel file shall contain at least the following information:
    a. Listing of training and experience.
    b. 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.).
    c. Annual job performance evaluations.
    d. Personnel action reports of all changes in status of the employee.

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

15. A written staff training plan shall be developed and discussed with staff.
    a. Continuing development of staff expertise shall be encouraged.
    b. Participation in outside training seminars and workshops shall be encouraged.
    c. Proof of completion for mandatory trainings shall be maintained in personnel files.
    d. For State and County mandatory or suggested trainings refer to Practices Guidelines and Procedure Manual at on the RUHS-BH website.

16. CONTRACTOR shall have written procedures for volunteers and interns. Volunteers shall have a written description of their job duties.
    a. A personnel file shall be maintained for each volunteer.
    b. Volunteers shall be accountable to a specific staff member.
    c. Refer to Practices Guidelines and Procedure Manual for detailed description of requirements on the RUHS-BH website.

17. CONTRACTOR shall ensure that the following staffing requirements, which include but are not limited to, the following, are met:
    a. Ensure the provision of culturally competent services including a rich member, peer-to-peer, recovery environment.
    b. Provide administrative, supervisory, and clerical support for the program.
    c. Ensure that personnel are competent, the majority able to provide peer support, and qualified to provide the services necessary within their job duty classification.
    d. Ensure that personnel are competent and qualified to provide the services necessary, including members as providers, in order to meet individual member needs, and employ staff in sufficient numbers to meet such needs. Member-to-staff ratios shall be subject to the approval of RUHS - BH and shall include sufficient trained personnel to ensure compliance with the terms of the contract and any potential or real licensing regulations.
    e. Hire treatment staff who are culturally and ethnically diverse, and who represent the ethnic and gender characteristics of the members being served. CONTRACTOR shall hire sufficient treatment staff that are bilingual (Spanish/English) in order to effectively translate, interpret and provide treatment services, to the residents and their families. Housekeeping staff may not be used to meet bilingual service staff requirements.

18. Provide staff with orientation and continuing education training and staff development in the areas of mental health, substance use and co-occurring disorders, crisis intervention, motivational interventions, recovery values and philosophy, and member empowerment. Bidders should specify the number of hours required for orientation training. Provide or make arrangements for staff to receive ongoing training in the following areas:
    a. An extensive initial orientation to the program, including principles of Wellness and Recovery that support, the goals of the program, peer-to-peer based interventions including the sixteen ethical standards of the Medi-Cal Peer Support Code of Ethics and the SAMHSA core competences of peer supporters, review policies and procedures, service delivery requirements, outcome measures and reporting, continuing education in these areas shall be required.
    b. Training requirements that meet DHCS site certification standards and requirements.
    c. Non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the members from violent behavior.
    d. Basic assessment that incorporates cultural consideration and integrated (physical and behavioral health) issues and needs, services planning, inter-agency coordination, problem-solving and counseling skills.
    e. Cultural competency in serving members from diverse ethnic and cultural backgrounds including age, gender, sexual orientation, physical disabilities, and member cultures.

C. **Documentation of Services**

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in accordance with HIPPA and with regulations relating to PHI. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs and program activities

shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and the Riverside University Health System-Behavioral Health. These records shall include but are not limited to:

1. A log of referrals.

2. Ongoing case documentation consistent with AOD Standards.

3. Documentation of individuals/families participating in the program. Copies of material that was presented/discussed.

4. CONTRACTOR shall maintain referrals, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS-BH policies.

5. Services shall meet documentation standards of the DHCS Outpatient Program Certification standards, CalAIM, and be consistent with RUHS-BH policies.

6. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.

7. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.

8. Copies of completed outcome measures.

9. Other requirements may be determined as the CWIC's are implemented.

10. Data entry into the County Management Information System as specified by RUHS - BH.

11. CONTRACTOR shall develop and maintain Individualized Service Plans (ISP) that identify the treatment needs and recovery goals of each member. The ISP will provide a description of recovery goals and the methods and services that will be used to achieve those goals.

12. CONTRACTOR shall maintain records of referrals, denials, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS - BH policies. Service documentation will provide information regarding each member's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.

13. Medi-Cal reimbursable services will meet documentation standards of DHCS certification and be consistent with RUHS - BH policies.

14. CONTRACTOR shall enter member DHCS CSI mandated information into the County's database within 24 hours of admission.

15. CONTRACTOR shall document all adverse incidents affecting the physical and emotional welfare of members in accordance with RUHS-BH policy and DHCS Site Certification. Examples of adverse incidents include, but are not limited to, serious physical harm to self or others, serious destruction of property, elopements, etc. CONTRACTOR shall notify RUHS-BH within twenty-four (24) hours of any serious adverse incidents affecting

members' welfare along with DHCS death notification and COVID notification requirements.

16. Provide an accurate point in time census to RUHS - BH staff via telephone call or Internet prior to 9:00am every day.

17. All clinical records must comply with Federal and State regulations, HIPAA, and RUHS - BH policies and procedures.

18. CONTRACTOR shall submit a monthly contract report to RUHS - BH, as outlined by RUHS - BH, which summarizes CONTRACTOR activities. Due the 5th of every month.

19. Records maintained at the facility by CONTRACTOR on behalf of RUHS - BH are the property of RUHS - BH.

D. **Certification Changes**

1. CONTRACTOR shall inform COUNTY of an addition or change of information in CONTRACTORs DMC certification immediately.

2. CONRACTOR shall inform COUNTY of CONTRACTOR's intent to reduce covered services or relocate 30 days prior submitting a DMC certification application to DHCS' Provider Enrollment Division (PED). 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.

3. CONTRACTOR must notify DHCS 45 days prior to relocation and submit a supplemental application.

4. 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.

5. 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 members 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.

E. **General Program Requirements**

CONTRACTOR shall:

1. Attend and participate in RUHS-BH facilitated quarterly provider meetings.

2. Work cooperatively with the RUHS - BH designated contract monitor(s), regional programs and staff, Regional Administrator or Manager, and other RUHS – BH contractors and their staff in order to quickly and efficiently respond to the needs and requests of RUHS - BH.

3. Fully cooperate with RUHS - BH on-site program liaison. Prepare and submit monthly bills and reports to RUHS - BH accurately and within the requested time frames.

4. Submit to RUHS-BH, by January 1 of each year, any recommendations or changes for the following year's contract.

5. Plan and deliver services in such a manner as to ensure access by all persons in need of services, including all ethnic groups in the County.

6. Maintain all records as required by Title 9, Title 22 of the California Code of Regulations; CFR 42, HIPAA.

7. Agree to meet regularly with COUNTY staff to establish treatment and case management services, recovery plans, and discharge plans for the member referred to the CONTRACTOR.

8. CONTRACTOR will adhere to AB 1037 and DHCS BHIN 26-004 for admission agreements and return to use plans.

VI. ADMINISTRATION

A. Administrative Procedures

CONTRACTOR shall comply with administrative procedures and policies necessary to ensure the effective delivery of all services outlined in this Scope of Work as described below:

1. Access to duly authorized representatives from County and State to patient/member records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, appropriateness and timeliness of the services. This shall include, but is not limited to the following:
   a. 24/7 RUHS-BH access to member information.
   b. Request reports and relevant data.
   c. Daily data entry and verification into RUHS-BH Electronic Medical Record (ELMR) computer system.
   d. Remittance advices from Medicare, insurance and other 3rd party payers.
   e. Notification of all admissions, member status, length of stay (LOS), and Member Service Identification (CSI) data.
   f. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.
   g. Additionally CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract period.
   h. CONTRACTOR shall notify RUHS-BH immediately of the loss or suspension of any such licenses and permits.

B. Regulatory Compliance

Contractor shall:

1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
   a. State of California Department of Health Care Services laws, regulations and procedures;
   b. Riverside University Health System-Behavioral Health policies and procedures;
   c. County and City Ordinances and Regulations.

2. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established

provider responsibility for the program or guest members, shall be allowed to enter and inspect the facility.

3. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

4. Maintain at all times appropriate certification, licenses, and permits to operate the programs pursuant to State laws and local ordinances.

5. CONTRACTOR will comply with AB 1356 and DHCS BHIN 26-007 member reporting requirements regarding the death of member at SUD Recovery or Treatment Facility.

C. **Contract Performance Monitoring**

1. The CONTRACTOR will participate in the COUNTY administrative, clinical and fiscal contract 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, and files to ensure compliance with regulations. COUNTY and/or DHCS monitoring may be announced and/or unannounced. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.
   e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

2. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.
   e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

3. 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.

4. COUNTY shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

D. **State Monitoring**

1. After the DMC services have been rendered and paid, CONTRACTOR is subject to Post service Post payment (PSPP) utilization reviews performed by DHCS.

2. DHCS shall monitor the CONTRACTOR compliance with utilization review requirements in accordance with Title 22, DMC-ODS, CalAIM, and other state/federal requirements.

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

4. When DHCS cites deficiencies in the 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.

5. CONTRACTOR shall submit a copy of the CAP resulting from a AOD review performed by DHCS by email to the COUNTY Supervising Behavioral Health Specialist at Quality Improvement.
   a. 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.
   b. COUNTY will then conduct a site visit to follow up on reported deficiencies within 30 calendar days of approving the CAP.

6. DHCS shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

7. 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.
   a. The CONTRACTOR must submit an updated CAP to the DMC Unit with 30 days of notification following the same COUNTY approval process stated above.

8. 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.

9. 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.

10. CONTRACTOR shall assure all sites keep a record of the members being treated at each site. CONTRACTOR shall retain member 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 member records

shall be maintained until completion of the audit and the final resolution of all issues as result of the audit.

11. RUHS BH QI will move to disallowing during audits due to Fraud Waste and Abuse as defined by DHCS.

E. **Continuous Quality Management**

1. CONTRACTOR will adhere to DHCS and COUNTY guidelines.

2. CONTRACTOR shall maintain written policies for continuous quality management and shall document in each member's file compliance with the procedures. The procedures shall include the following:
   a. Continuity of activities
   b. Member file review
   c. Recovery or treatment plan review

3. CONTRACTOR shall develop a Utilization Review Committee to conduct regular utilization reviews of CONTRACTOR'S charts and quality of care.
   a. Committee can consist of internal and external committee members who will provide qualitative feedback to CONTRACTOR.

4. 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.

5. 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.
   a. Board training will take place at least annually, and include topics relevant to governing board responsibilities in the non-profit sector.
   b. 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, c, recovery process, and various methods and techniques used in working with addiction.

6. 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.

7. The policies, rules and procedures shall be maintained in compliance with local, state, and federal laws and regulations through an annual review and update.

8. A procedure shall exist for initiating, developing, and declaring policies and procedures. It shall provide for staff input.

9. CONTRACTOR will adhere to applicable current quality assurance standards stated below and/or found within DMC-ODS Waiver, Title 22 – Drug Medi-Cal standards, DHCS Certification for AOD Programs, DHCS BHINs, CalAIM measures, whichever is most stringent.

10. 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.

11. The CONTRACTOR shall implement mechanisms to assess member/family satisfaction. The CONTRACTOR shall assess member/family satisfaction by:
    a. Surveying member/family satisfaction with the CONTRACTOR'S services at least annually;
    b. Evaluating member grievances, appeals and fair hearings at least annually;
    c. Evaluating requests to change counselors providing services at least annually; and
    d. The CONTRACTOR shall inform COUNTY of the results of member/family satisfaction activities.

12. 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.

F. **Audit and Review Notifications**

1. Contractor is to contact their county liaison immediately to notify of any reviews/audits being conducted by the state (announced or unannounced) as soon as they are notified or the state shows up at their facility.

2. CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

EXHIBIT A
SCOPE OF WORK

Level of Care/Services:	**ASAM Level 3.3 – Clinically Managed Population Specific High-Intensity Residential**
Contractor:	**SOCIAL SCIENCE SERVICES, INC. dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**
Dept ID:	**4100514408.55800/55600**

The following Scope of Work defines the requirements for the delivery of contracted Behavioral Health Services by the CONTRACTOR on behalf of the COUNTY and establishes the standards for service delivery, authorization, documentation, and compliance applicable to the CONTRACTOR.

I. PURPOSE:

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County. Residential treatment facilities are non-institutional, 24-hour non-medical, short-term residential program that provides rehabilitation services to members 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 member 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. Residential treatment services include:

A. Assessment
B. Care Coordination
C. Counseling (individual and group)
D. Family Therapy
E. Medication Services
F. MAT for Opioid Use Disorder (OUD)
G. MAT for Alcohol Use Disorder (AUD) and other non-opioid SUD's
H. Patient Education
I. Recovery Services
J. SUD Crisis Intervention Services

II. SERVICE LOCATIONS

CONTRACTOR is approved to provide the services outlined in this Scope of Work at all locations mutually agreed upon by COUNTY, provided such locations are properly certified and/or licensed, as applicable, by DHCS and enrolled as Medi-Cal provider sites. All approved service locations shall be accurately identified and maintained on CONTRACTOR's Schedule(s), Exhibit(s), or

Attachment(s) as applicable, and services shall be provided only at locations approved by COUNTY and DHCS for the applicable Medi-Cal program and certification type.

III. SCOPE OF SERVICES:

A. Program Goals and Objectives

1. To provide residential services based on the integrated model of care that provides intensive treatment, care coordination, support, and wrap-around services based on the principles of mental health and substance abuse recovery. All services will be consistent with federal and state regulatory guidelines and afford conditions and an environment that is conducive to the member establishing and maintaining a drug and or alcohol-free lifestyle and design for living. CONTRACTOR is to be Alcohol and Other Drugs (AOD) and DMC certified as well as licensed to provide Incidental Medical Services by DHCS..

2. Residential services are co-occurring enhanced to ensure attention and treatment can be focused on acute mental health, substance use, and medical stabilization and is designed to treat disorders in those with cognitive impairments, SMI/SUD to meet the needs of this population. Most importantly, appropriate medical services must be in place—including the ability to consult with a physician, psychiatrist, or physician extender and to be able to access emergency services at any time. Medical, psychiatric, laboratory and toxicology services must be provided either on-site or through consultation/referral.

3. The statewide goal for the average length of stay for residential treatment services provided by participating counties is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard "cap" on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. However, providers and CCT in partnership, shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

4. CONTRACTOR is to provide SUD treatment and related services to individuals designated as eligible, based on medical necessity, appropriate diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM-5-TR), and by ASAM criteria. Services will be provided at different levels of care as set forth. Contractor is to work collaboratively with RUHS-BH to form an integrated network of care for the targeted population in need of behavioral health treatment services.

5. Minimize the unnecessary utilization of space resources, staffing resources, clinical services, and detention services in the Riverside County jails, which are expended on individuals who are arrested for low-level offenses and quality of life infractions, and are subsequently cited and quickly released. The alternative plan is to help stabilize, treat, motivate, and link these individuals to community-based services instead of jail.

6. Increase the community's capacity to serve justice-involved members who have been diverted from the Riverside County jail system at the earliest stages of incarceration, from the Emergency Treatment Services (ETS), or directly from the streets.

7. For justice-involved adults who were cited and released within 24 hours, a more dignified, member-centered alternative would be to receive treatment, support, and services. This transformed approach would intervene in breaking the cycle of arrest-treatment-release and eventual re-arrest

8. Minimize unnecessary hospitalizations and to serve as the portal for justice-involved members for stabilization, treatment, and linkage coordination.

B. **Service Delivery Requirements**

1. Services to improve the ability to structure and organize tasks of daily living and recovery.

2. Planned clinical program activities (at least five hours/week) directed to stabilize the member's SUD symptoms, increase motivation, and develop recovery skills.

3. Counseling and clinical monitoring to support involvement in productive daily living activities.

4. Drug screening and monitoring of medication adherence.

5. Recovery support services, including support for the affected family.

6. Addiction pharmacotherapy.

7. Community house meetings and responsibilities to promote community recovery concepts and norms.

8. Initial Screening and Placement
   a. Members seeking services shall be able to utilize the COUNTY Community Access, Referral, Evaluation and Support (CARES) toll-free phone number to receive a phone screening. Alternatively, members shall be able to appear in person at a COUNTY clinic, or screenings provided by COUNTY as a field-based service by SAPT Administration approved teams (i.e. Care Coordination Team (CCT)/START).
   b. COUNTY initial SUD screening shall be based on ASAM Patient Placement Criteria (Level of Care Screening), completed by a registered or certified substance abuse counselor, or Licensed Practitioner of the Healing Arts (LPHA). SUD screening and predetermined 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 CARES or SAPT Administration approved teams for residential services prior to admitting member into residential services.
   d. CONTRACTOR agrees to keep the COUNTY CARES Unit informed of bed availability by following all RUHS-BH Bed Tracking Entry protocols.
   e. Once COUNTY predetermines the ASAM LOC, the member shall be scheduled with a CONTRACTOR for a complete intake assessment to determine diagnosis and medical necessity, an LPHA may change the SUD Screening ASAM LOC upon placement as medically necessary, CONTRACTOR must update CARES and SAPT Administration on this change.
   f. The COUNTY shall allow each member 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 CCT counselor to member.
   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 member 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:
   a. A copy of a legible individualized placement referral form verifying admission date and LOC.
   b. Proof of Drug Medi-Cal eligibility (as applicable)
   i. The CONTRACTOR must verify Medi-Cal eligibility upon admission and every month thereafter the member remains in treatment. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

j. Completed placement referral forms shall be submitted within 24 hours of member'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 on the RUHS-BH website.

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):
   a. 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.
   b. Reduce barriers to member's accepting TB treatment through coordinating with COUNTY CCT personnel.
   c. Routinely make available TB services to each individual receiving treatment for SUD use and/or misuse.

C. **Residential Services**

1. Intake: The process of admitting a member into a substance use disorder treatment program.

2. Assessment: Consists of activities to evaluate or monitor the status of a member's behavioral health, determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Timely assessments ensure that members receive the right service, at the right time, and in the right place, providers shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice. Assessments shall be updated as clinically appropriate, such as when the member's condition changes. Clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the determination of a diagnosis or during the assessment, even if the assessment ultimately indicates the member does not meet the access criteria for the delivery system in which they initially sought care. Assessment services may include one or more of the following components:
   a. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.
   b. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and

laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing.

c. Care planning member an ongoing, interactive component of service delivery and may be notated within the assessment record, problem list, or progress notes

3. Individual Counseling: Services provided in-person, by telephone, or by telehealth qualify as Medi-Cal reimbursable units of services and are reimbursed without distinction. consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

4. Group Counseling: Contacts with multiple members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

5. Family Therapy: A rehabilitative service, provided by an LPHA, that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

6. Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks. When provided in a group setting, adhere to the 2 – 15 rule for participants.

7. Medication Services: The prescription or administration of medication related to substance use disorder-services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. SUD Crisis Intervention Services: Contact with a member in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the member in imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem and be limited to the stabilization of the member's immediate situation.

9. Clinician Consultation: Consists of DMC-ODS Licensed Practitioners of the Healing Arts (LPHAs) consulting with licensed professionals, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with

complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members. DMC-ODS plans may contract with one or more physicians, clinicians, or pharmacists specializing in addiction to provide consultation services. Consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems

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

11. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.

12. Support Services: Medical, psychological, laboratory and toxicology services. If available only by referral, medical and psychiatric consultation should be available within 24-hours (face-to-face or telehealth). Direct referral with close coordination of transfer to more intensive levels of care and medication management.

13. Group counseling is described as a face-to-face contact treating two or more members 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.

D. **Residential Standalone Services**

1. Residential services are reimbursed on a per diem basis for Assessment, Counseling (individual and group), Family Therapy, Medication Services, Patient Education, and SUD Crisis Intervention Services. Care Coordination, Recovery Support Services, Medi-Cal Peer Support Specialist Services, MAT for OUD, and MAT for AUD are described as standalone.

2. Care Coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the member with linkages to service and supports designed to restore the member to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination includes one or more of the following components:
   a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
   b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
   c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

d. Care coordination shall be consistent with and shall not violate confidentiality of alcohol or drug members as set forth in 42 CFR Part 2, and California Law.

3. Medi-Cal Peer Support Services (MPSS) are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people supporting the member (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Peer Support Services are delivered and claimed as a standalone service and must be billed separately. Peer Support Services are not counted towards minimum weekly clinical hour requirements.

4. Medications for Addiction Treatment (MAT) includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care.
   a. MAT for OUD, AUD, and other non-Opioid SUDs: MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD as authorized by Social Security Act Section 1905(a)(29). MAT for AUD and Non-Opioid SUDs includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.
   b. The additional service provisions related to MAT include prescribing, administering, dispensing, ordering, monitoring, and/or managing the medications used for MAT services.
   c. MAT may be provided with the following service components assessment, care coordination, counseling, family therapy, medication services, patient education, recovery services, SUD crisis intervention services, and withdrawal management services.

5. Recovery Services
   Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member'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 members.
   a. Recovery Services can be delivered and claimed as a standalone service and may be provided in clinical or non-clinical settings (including the community).
   b. Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
   c. Recovery Services include

a. Assessment, care coordination, counseling (individual and group), and family therapy;
b. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the member's SUD;
c. Relapse Prevention, which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.

6. For detailed description of residential service criteria and documentation, refer to Provider Practice Requirements Manual V4.2 Winter 2022.pdf. Providers are required to adhere to SAPT memos and bulletins in addition to DHCS Behavioral Health Information Notices (BHINs).

E. TARGET POPULATION TO BE SERVED

1. Adults (Aged 21 and over)

2. Adolescents (Under age 21):
   Under the EPSDT mandate, members under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and improve 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 members 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 member.

3. Adolescents (Age 12-17)
   a. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Adolescent Substance Use Disorder Best Practices Guide Adolescent Best Practices Guide OCTOBER 2020.
   b. 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:
      i. 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.
      ii. 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.
      iii. 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.
      iv. Individualized plans for care 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.

v. 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.
vi. 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.
vii. 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).
viii. If a 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.

c. Developmentally Appropriate Care
i. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
ii. 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.
iii. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
iv. 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.
v. 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.
vi. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
vii. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.

d. Cultural and Gender Competence
i. Screening and assessments should be comprehensive, multifaceted, trauma-informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
ii. 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.
iii. CONTRACTOR will 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).
iv. The therapeutic alliance will be informed by the provider'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.
v. CONTRACTOR is to be sensitive to the cultural expectation's adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.

vi. CONTRACTORS serving adolescents whose primary language is not English, including adolescents who use sign language, should provide skilled bilingual staff and/or interpreters as needed.
vii. Print and audiovisual materials should be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
viii. CONTRACTOR will train 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 provider'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.
ix. 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. Gender-responsive services should be available to ensure adolescents receive appropriate individualized care.
x. A "safe" environment should be cultivated to talk about sensitive issues; this should include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/nonconfrontational therapies, which will enhance therapeutic alliances.
xi. Programs should 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.
xii. CONTRACTOR will take into account access to services, particularly in rural or frontier areas. When possible, telemedicine or e-therapy should be offered, to adolescents in rural or frontier areas.

e. Systems Collaboration Among Youth Serving Agencies
i. CONTRACTOR will coordinate with the members' COUNTY Care Coordinator and other systems, considering State and Federal laws pertaining to disclosure of confidential member information.
ii. A discharge plan will be developed prior to the member '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.
iii. 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.

f. Integrated Care
i. 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. Individualized treatment and recovery service plans for adolescents will incorporate input from family and significant others in the adolescent's life and multiple adolescent-serving agencies with which the adolescent may be involved (e.g., primary care, schools, child welfare, juvenile justice).
ii. 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.

iii. 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.
iv. 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.
v. 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.
vi. 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).

g. Trauma Informed Care
i. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.
ii. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
iii. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
iv. 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.
v. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).
vi. 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).
vii. 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.
viii. 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).
ix. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.

h. Family Centered Care
i. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
ii. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.
iii. 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).

iv. 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.

v. 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.

vi. 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.

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

4. Perinatal
   a. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Substance Use Disorder Perinatal Practice Guidelines, November 2025 located on the DHCS website Perinatal Practice Guidelines 2025
   b. In accordance with SUBG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate. Treatment providers must also serve women who are pregnant, women with dependent children, women attempting to regain custody of their children, postpartum women and their children, and women with substance exposed children.
   c. The CONTRACTOR must directly provide, or coordinate the following services:
      a. Outreach and engagement;
      b. Coordinate treatment services with other appropriate services, including health, criminal justice, social, educational, and vocational rehabilitation, as well as additional services that are medically necessary to prevent risk to a fetus, infant, or mother. Health services include but are not limited to primary medical care for women, including referral for prenatal care;
      c. Screening for alcohol and/or drug use to identify women who have or are developing SUD;
      d. Primary pediatric care, including immunization, for their children;
      e. 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;
      f. 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
      g. Sufficient Care coordination and transportation to ensure that women and their children have access to services.
      h. Child care services are to be provided while the women are receiving gender-specific treatment services such as onsite licensed child care, a partnership with local, licensed child care, or license-exempt child care through a cooperative arrangement between parents for the care of their children.

F. **Admission Criteria**

1. Enrollment discrimination is prohibited.

2. The CONTRACTOR accepts individuals eligible for enrollment in the order in which they are placed and referred by COUNTY without restriction.

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

4. 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.

5. 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 member meets all initial admission criteria. Any member discharged from a program may apply for re-admission through the COUNTY.

6. 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 members under FFS Medicaid, as set forth in 42 CFR §550.340, and for members under the age of 21, as set forth in 42 CFR Section 440, subpart B.

7. CONTRACTOR shall admit, on priority basis pregnant women who are using or misusing substances. Priority admissions shall be given in the following order:
   a. Pregnant women and postpartum who are using or abusing substances.
   b. Adolescents under age 21 who are eligible under the EPSDT program.

8. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo substance use disorder (SUD) treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

9. CONTRACTOR shall only admit members placed directly from CARES and COUNTY BH Teams at approval from Substance Abuse Program Administrator (or designee). CONTRACTOR shall maintain close communication with COUNTY in the coordination of member admission and transition so that contracted treatment services and transitions in care can be accessed in a timely manner.

10. CONTRACTOR shall only admit Riverside County residents with Medi-Cal 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 member admission and transition so that contracted treatment services can be accessed in a timely manner.

11. Within 24 hours of admission, CONTRACTOR will submit through the BOX to COUNTY SAPT Administration:
    a. A legible individualized Contractor Admission form
    b. Proof of Drug Medi-Cal eligibility

a. The CONTRACTOR must verify Medi-Cal eligibility upon admission and every month thereafter the member remains in treatment. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

12. Admission forms for individuals admitted on holidays or weekends shall be submitted by CONTRACTOR to COUNTY SAPT Administration office prior to 1:00 p.m. the next working day.

13. COUNTY SAPT Administration will verify Contractor Admission form and issue a service authorization. For detailed instruction pertaining to the COUNTY'S authorization process, refer to the current Practices Guidelines and Procedure Manual located on the RUHS-BH website.

14. All Residential and Inpatient Treatment services provided to a member while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person.

15. A member receiving Residential or Inpatient services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria.

16. Each member 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.

17. CONTRACTOR's are required to either offer Medication Assisted Treatment (MAT) directly, or have effective referral mechanisms in place with Opioid Treatment Programs (OTP), community health centers, or other MAT providers such that members have access to all 4 FDA-approved medications for SUDs.
    a. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT.
        a. Providing contact information for a MAT provider does not meet the requirement of an effective referral.

G. **DMC-ODS Access Criteria After Assessment**
1. Beneficiaries 21 years and older
    a. Pursuant to W&I Section 14059.5(a), for individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. 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
    b. The individual must meet the ASAM criteria definition of medical necessity of services based on the ASAM criteria

2. Beneficiaries under the age of 21

a. Individuals under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs.
b. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)). 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.

3. 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 member.

4. If the SUD screening and placement does not match the assessment made by the LPHA or Medical Director, CONTRACTOR will work with COUNTY to provide care coordination to the member to the appropriate LOC.

5. For an individual to receive ongoing DMC-ODS services, the Medical Director, licensed physician, or LPHA shall reevaluate that individual's medical necessity qualification and determine that those services are still clinically appropriate for that individual.

6. If necessary, CONTRACTOR shall request a service authorization extension from SAPT Administration.
   a. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

H. **Principles of Care**

1. 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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

2. When the CONTRACTOR identifies that a member 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 member's treatment plan.
   b. Assist member to directly access a specialist, as appropriate, for the member's condition and identified physical or mental health needs.

3. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

4. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.
   a. Care coordination plan shall address how member 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.

5. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

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

7. 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.

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

9. CONTRACTOR will consider the impact and consequences of trauma in all clinical interventions, recovery support services, and organizational operations.
    a. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
    b. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
    c. Because substance use can be a coping mechanism for members who have experienced traumatic events, CONTRACTORs will work with members to build other alternative, less harmful coping skills.
    d. CONTRACTOR will not require that members retell the details of their traumatic experience(s).
    e. 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).
    f. 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 member, other members or staff is at risk.
    g. 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).
    h. CONTRACTOR will recognize physical, emotional and psychological safety is critical for recovery.

10. CONTRACTOR will create a family-friendly environment that encourages members and families to engage in recovery efforts. To the maximum extent possible, services will be member 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 member and family).
    a. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
    b. CONTRACTOR will work with member to identify family members available to engage in the member's recovery efforts.
    c. While family-centered care will be supported, programs focused on participants with SUDs will respect and support members who choose not to disclose their circumstances or involve particular family members in their treatment services.
    d. When involvement by the member'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 member's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the member.
    e. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the member; in some cases, this may require a substance use intervention for the parents or caregivers.
    f. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.

11. Recovery-Oriented Systems of Care: Recovery services are important to the member's recovery and wellness. As part of the assessment and treatment needs of Dimensions 5 and 6, of the ASAM Criteria and during the transfer/transition planning process, members will be linked to applicable recovery services.
    a. Members may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse.
    b. Recovery services may be provided face-to-face, by telephone, or by telehealth with the member and may be provided anywhere in the community.
    c. The components of Recovery Services are:
        a. Outpatient counseling services in the form of individual and/or group counseling, assessment, and care coordination to stabilize the member.
        b. Recovery Monitoring: Recovery coaching and monitoring designed for the maximum reduction of the member's SUD.
        c. Relapse Prevention: Interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.
    d. CONTRACTOR will assist the member in defining what wellness in recovery means for them and supporting the attainment of wellness.
    e. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
    f. 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.
    g. CONTRACTOR will promote a greater responsibility on the part of the member for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
    h. Peer recovery groups and mentors can be an option for members to assist in supporting their recovery.
    i. Treatment and recovery planning will be member centered and guided by the member to the extent that is developmentally appropriate, building on the member's priorities and interests. CONTRACTOR will give the member choices to assist in their self-directed care.
    j. CONTRACTOR will address lapse and relapse as learning opportunities for those in treatment and recovery services.

I. **General Program Criteria**

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 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. Length of Stay
    a. Residential services for adults (an individual 21 and over) may be authorized for up to 60 days, authorizations for extensions to follow RUHS SAPT Administration guidelines.
        a. EPSDT: In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under Section 1905(a) of the Social Security Act, all Counties, irrespective of their participation in the DMC-ODS program, shall ensure

that all beneficiaries under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Social Security Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate. RUHS-BH, a DMC-ODS county, is responsible for the provision of SUD services pursuant to the EPSDT mandate. RUHS-BH shall refer to DHCS guidance regarding Medi-Cal SUD treatment services for beneficiaries under age 21 for further compliance with EPSDT requirements.

3. Hours/Duration of Treatment
   a. Duration varies with severity of an individual's illness and the response to treatment.
   b. A minimum of 20 hours per week of individual and/or group counseling sessions and/or structured therapeutic activities shall be provided for each member in accordance with the member'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.

4. 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 are available through consultation or referral.

5. Each member 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.

6. All new members shall be oriented to the services, requirements, and physical layout of the program. Upon admission, the member will be given a complete orientation to the CONTRACTOR'S program, list of daily activities, and general house rules.

7. Members shall be involved in frequent informal discussion with each other and staff concerning alcohol and other drug problems and recovery.

8. Members shall be expected to participate in all activities of the program unless excused due to illness or outside appointments.

9. CONTRACTOR shall provide a safe, drug-free and structured 24-hour day treatment and recovery program with meals, furnishings, and necessities. CONTRACTOR shall provide limited emergency clothing to members admitted to CONTRACTOR'S program.

10. CONTRACTOR shall make provisions for both emergency and limited medical services for minor physical problems.

11. CONTRACTOR shall provide for the transportation of members, including liaison for court obligations, participation in self-help groups, to medical facilities and any other local resources when appropriate.

12. Residential treatment shall be very structured to control the use of the telephone, cell phones, leaving the facility without an escort and receiving visitors.

13. CONTRACTOR shall provide necessary emotional support to maintain and assist the member in developing an alcohol and/or other drug free lifestyle.

14. CONTRACTOR shall ensure that members 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.

15. CONTRACTOR shall demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for members with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for beneficiaries if not provided on-site). Providing a member the contact information for a treatment program is insufficient. Members needing or utilizing MAT must be served and cannot be denied treatment services or be required to decrease dosage or be tapered off medications as a condition of entering or remaining in the program.

16. Problem List: The provider must create and maintain a problem list for each member.
    a. The problem list may include symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
        i. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.
        ii. The problem list shall be updated on an ongoing basis to reflect the current presentation of the member. Problem lists are to be updated within a reasonable time and in accordance with generally accepted standards of practice. Providers, within their scopes of practice, shall add to, amend, or resolve problems from the problem list when there is a relevant change to a member's condition.
        iii. The problem list shall include, but is not limited to, the following:
            1) Diagnoses identified by a provider acting within their scope of practice, if any.
            2) Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
            3) Current International Classification of Disease (ICD) Clinical Modification Codes.
            4) Problems identified by a provider acting within their scope of practice, if any.
            5) Problems or illnesses identified by the member and/or significant support person, if any.
            6) The name and title (or credentials) of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed
        iv. Providers shall add to or remove problems from the problem list when there is a relevant change to a member's condition.

17. Progress Notes: Shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. For each service the practitioner who conducted the session shall type or legibly print their name, and sign and date the progress note within three (3) business days of the session. Signatures and printed names are adjacent to each other.

a. Each progress note for all non-group services shall include:
   i. The type of service rendered.
   ii. The date that the service was provided to the member.
   iii. Duration of the service, including travel and documentation time.
   iv. Location/place of service.
   v. A typed or legibly printed name, signature of the service provider and date of signature.
   vi. A brief description of how the service addressed the member's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
   vii. A summary of next steps including, but not limited to, planned action steps by the provider or by the member, collaboration with the member, collaboration with the provider(s) and any update to the problem list as appropriate.
b. For group services:
   i. A list of participants is required to be documented and maintained by the provider.
   ii. Every member shall have a progress note in their clinical record that documents the service encounter and their attendance in group, including a-e above.
   iii. The progress note for the group service shall also include a brief description of the members' response to the service.
c. All notes are to be recorded in ACT format, unless exception is approved by QI and SAPT Administration.

J. **Care Coordination**

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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

a. When the CONTRACTOR identifies that a member 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 member's problem list; and
   b. Collaborate with COUNTY CCT personnel to assist member to directly access a specialist, as appropriate, for the member's condition and identified needs.

b. Care Coordination activities will include assisting the member in following up on physical or mental health treatment.

c. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

d. CONTRACTOR shall focus on collaborating with COUNTY CCT and member to:
   a. Establish accountability and member responsibility;
   b. Help with transitions of care;
   c. Create a proactive plan of care with member upon arrival at next modality; and
   d. Monitor/follow up as needed with member success and support of member's self-management goals.

e. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will

work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.

f. Care coordination plan shall address how member 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.

g. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

K. **Incidental Medical Services (IMS)**

1. All licensed residential facilities in Riverside County are required to apply for and obtain approval from the Department of Health Care Services (DHCS) to provide Incidental Medical Services (IMS). Incidental Medical Services are optional services provided at a facility by a health care practitioner (HCP), or staff under the supervision of a HCP, to address medical issues associated with detoxification, treatment, or recovery services.

2. IMS must be provided at the facility in compliance with the community standard of practice. IMS does not include general primary medical care or medical services required to be performed in a licensed health facility, as defined by HSC Section 1200 or 1250. Upon DHCS approval, the following IMS must be provided:
   a. Obtaining medical histories.
   b. Monitoring health status.
   c. Testing associated with detoxification from alcohol or drugs.
   d. Providing alcoholism or drug abuse recovery or treatment services.
   e. Overseeing patient self-administered medications.
   f. Treating substance abuse disorders, including detoxification.

3. Existing licensed residential facilities seeking to provide IMS services shall submit a Supplemental Application (DHCS5255) together with applicable fees and supporting documentation as outlined in MHSUDS Info Notice 18-031.

L. **Medication Services**

CONTRACTOR shall assist members in understanding the role of medication in their personal recovery plan; explain the range of medication choices, provide education to members in the side-effect profiles of medications and how these side effects can be managed. CONTRACTOR shall obtain member informed consent to take medication as required by RUHS – BH policies. Members' questions and concerns about medication will be addressed and resolved quickly and proactively to increase members' self-responsibility for medication management.

CONTRACTOR shall provide medications to all members, including Medi-Cal and indigent members. CONTRACTOR shall make arrangements with a pharmacy to bill Medi-Cal directly

for medication costs on behalf of Medi-Cal eligible members. The CONTRACTOR shall maintain appropriate documentation for auditing purposes of medication costs incurred on behalf of indigent members. CONTRACTOR shall bill RUHS - BH separately on a monthly basis for medication costs incurred by indigent members. Medications for indigent members shall be limited to psychotropic medications included in the Medi-Cal Formulary. The CONTRACTOR shall make reasonable efforts to acquire and utilize sample medications to optimally reduce medication costs for indigent members.

CONTRACTOR shall administer and monitor medication according to the following requirements:

1. A qualified psychiatric practitioner (psychiatrist, psychiatric nurse practitioner/physician assistant), here-in referred to as prescribing practitioner, shall prescribe all medications. All telemedicine protocols would be subject to review and approval by RUHS – BH.

2. Medications shall be taken voluntarily by members, based on the prescribing practitioner's orders and observed by CONTRACTORS staff.

3. Licensed nursing personnel may receive prescribing practitioner's orders over the telephone. All orders received over the telephone shall be accurately and clearly written on the member's chart and signed by the person receiving the orders. All telephone orders shall be countersigned by the licensed prescribing practitioner within seven (7) days from the time the telephone orders are issued.

4. Prior to the administration of medication, staff authorized to dispense medication shall review the prescribing practitioner's orders to ensure the correct name of member and medication, proper dosage, route of administration, and time of administration.

5. Staff qualified and authorized to dispense medication shall document in the member's record the name of the medication, dosage, route of administration, and time of administration.

6. Staff qualified and authorized to dispense medication shall also document in the member's record their response to the medication and any reported, observed or suspected side effects associated with it. The prescribing practitioner shall be notified immediately if any side effects occurred in response to medication.

7. All medications shall be securely double-locked in a designated storage area. The storage area shall be close to running water so that staff can wash their hands with soap and water before administering any medication to members.

8. All Schedule II - V medications (controlled substance prescriptions) shall be securely stored under a double lock system to prevent access by unauthorized personnel. Schedule II - V medications shall be counted at the end of each shift. At least two (2) staff, one (1) from each shift, will sign a Schedule II - V medications log verifying the accuracy of the count. The CONTRACTOR shall develop procedures to prevent and address any misuse or unexplained disappearance of Schedule II - V medications. Furthermore, the CONTRACTOR shall notify the RUHS - BH within 24 hours after discovering any misuse or disappearance of Schedule II - V medications. Refer to http://www.pharmacy.ca.gov for additional information on Schedule II – V medications.

9. Shall make arrangements with a local pharmacy to receive verbal and written medication orders from the prescribing practitioner who has been designated to provide psychiatric services to the members in the facility.

10. Shall store medications in single unit doses if possible. The CONTRACTOR shall ensure that sufficient medications are always available to meet the needs of members. At least a two-week supply of medication shall be available for each member.

M. **DMC-ODS Practitioners**

1. 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. Professional and 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. CONTRACTOR shall provide proof of onsite orientation and training within personnel records. The COUNTY may add, amend or revoke practitioner types via SAPT bulletins.
   a. A Licensed Practitioner of the Healing Arts (LPHA) is defined as a Physician, Nurse Practitioner (NP), Physician Assistant (PA), Registered Nurse, Registered Pharmacist, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Registered CSW, Licensed Professional Clinical Counselor (LPCC), Registered PCC, Licensed Marriage and Family Therapist (LMFT), Registered MFT, Licensed Vocational Nurse (LVN), Licensed Occupational Therapist (LOT), and Licensed Psychiatric Technician (LPT).
      i. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, "registered" means a candidate for licensure who is registered, or has submitted a registration application and is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure, in accordance with applicable statutes and regulations.
      ii. Licensed occupational therapists meet the requirements of paragraph (2) of subdivision (b) of 42 CFR 440.110.
      iii. The CONTRACTOR may contract individually with LPHAs to provide DMC-ODS services.
   b. A clinical trainee (CT) is an unlicensed individual who is enrolled in a post-secondary educational degree program in the State of California that is required for the individual to obtain licensure as a Licensed Practitioner of the Healing Arts; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or applicable licensing board to participate in the practicum, clerkship, or internship and provide substance use disorder treatment services, including, but not limited to, all coursework and supervised practice requirements.
   c. A medical assistant (MA) is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements and provides administrative, clerical, and technical supportive services, according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner, or physician assistant must be physically

present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant.

d. A Medi-Cal Certified Peer Support Specialist (MCPSS) is an individual in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and must meet all other applicable California state requirements, including ongoing education requirements. Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

e. Counselors (C) are also known as Registered and certified Alcohol and Drug SUD (AOD) counselors. An AOD counselor is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies, and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Title 9, Division 4, Chapter 8.
   i. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to members, in a DHCS licensed or certified program is required to be registered or certified as defined above.

f. Other Qualified Provider (OP) is an individual at least 18 years of age with a high school diploma or equivalent degree plus two years of related paid or non-paid experience (including experience as a service recipient or caregiver of a service recipient), or related secondary education. OPs may not provide assessment services.

N. **List of Approved Practitioners**
The list of DHCS DMC-ODS and CalAIM practitioners approved to carry out the services in this contract can be found in Schedule(s), Exhibit(s), or Attachment(s).

O. **Treatment Methodology**
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, CONTRACTOR 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 per ASAM modality: Motivational Interviewing (MI); Cognitive-Behavioral Therapy (CBT); Relapse Prevention; Trauma-Informed Treatment; or Psycho-Education.

P. **Timely Access**

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

2. Non-urgent outpatient SUD services are to be offered within 10 days business days of the initial request. Urgent SUD services are to be provided within 48 hours of request. CONTRACTOR must report timely access data.

3. Level of Care Determination and ASAM Criteria Assessment
   a. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all members and is separate and distinct from determining medical necessity.
   b. A full ASAM (biopsychosocial) assessment shall be completed within 72 hours of the member's initiation of services within indicated LOC.
   c. If a beneficiary withdraws from treatment prior to completing the full ASAM Criteria assessment and later returns, the time period starts over.
   d. A full ASAM Criteria (biopsychosocial) assessment does not need to be repeated unless the member's condition changes.

4. Member preferences shall be considered such as cultural, geographical, gender, language and personal schedule. These preferences and special circumstances shall be documented in the CONTRACTOR member chart if applicable.

5. CONTRACTOR shall notify member:
   a. That oral interpretation is available for any language and written translation is available in prevalent languages;
   b. That auxiliary aids and services are available upon request and at no cost for members with disabilities; and
   c. How to access services.

6. CONTRACTOR shall provide, all written materials for potential members and consistent with the following:
   a. Use easily understood language and format;
   b. Use a font size no smaller than 12 point; and
   c. 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 members or potential members with disabilities or limited English proficiency.

7. 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.

8. The CONTRACTOR shall address urgent conditions while in contact with the member. CONTRACTOR shall reach out to police, a 24/7 behavioral health team, or emergency personnel as the need arises.

Q. **Outcome Measures**

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 brief SUD Adolescent or Adult Screening tool demonstrating use of the American Society of Addiction Medicine (ASAM) Criteria.
   a. The SUD-Screening will be administered to determine the appropriate LOC.

b. Member preferences shall be considered such as cultural, geographical, gender, and language and personal schedule. These variances and special circumstances shall be documented in the member chart.
c. ASAM Criteria shall be applied by using the SUD Adolescent or SUD Adult Transition tool as the member moves through each modality of care.
   i. Re-determination of LOC can take place at any time, as deemed appropriate.
d. At a minimum, the COUNTY issued SUD Screening and/or Transition tools 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)
   c. 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

R. **Organization Criteria**

1. Members having a Substance Use Disorder or at risk of developing an SUD will be primary criterion for program participation, cooccurring populations will not be denied by CONTRACTOR.

2. 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.

3. Program objectives shall be measurable and have achievement time frames.

4. 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.

S. **Service Elements**

1. CONTRACTOR shall follow the Adolescent Substance Use Disorder Best Practices Guide issued by DHCS in October of 2020 and any subsequent versions of guidelines issued by DHCS in developing and implementing adolescent treatment programs (if applicable).

2. CONTRACTOR shall comply with the perinatal programs requirements as outlined in the Substance Use Disorder Perinatal Practice Guidelines 2025 and any subsequent versions issued by DHCS (if applicable).
   a. If contracted to provide perinatal DMC services, CONTRACTOR shall be properly certified and shall comply with applicable requirements as outlined by DHCS.

3. CONTRACTOR may provide outpatient services in-person, by telephone or telehealth by a qualified practitioner in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2.

4. CONTRACTOR shall comply with service provisions as detailed in DHCS BHIN 23-068 and 24-001, as well as any subsequent versions of service directives as issued by DHCS or the COUNTY.

T. **Member Informing Responsibilities**

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

2. 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 member within fifteen (15) calendar days after receipt or issuance of the termination notice.

3. 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 member's medical and behavioral health issues. COUNTY SAPT Administration shall notify CONTRACTOR, and give the member 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 member's notice shall meet the requirements of 42 CFR §438.404.

4. CONTRACTOR shall notify enrolled members 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.

U. **Performance Outcomes**

The renewal of a contract between RUHS - BH and CONTRACTOR is contingent upon CONTRACTOR'S ability to meet or exceed established or agreed upon expectations and outcomes:

1. CONTRACTOR shall maintain an overall 90% satisfied member rating with service level on their customer satisfaction surveys.

2. RUHS - BH reserves the right to create and/ or modify Performance Outcomes. This will be done in collaboration with CONTRACTOR.

IV. COUNTY RESPONSBILITIES

A. **Administrative Support And Technical Assistance**

1. Technical assistance during program start-up and implementation as well as ongoing operational consultation to support contractor in achieving program goals.

2. COUNTY personnel will provide prior authorization for residential services within 24 hours of the member seeking and meeting medical necessity for residential services.

3. COUNTY personnel will review the DSM and ASAM Criteria to ensure that the member meets the requirements for the service prior to referral to a residential facility.

4. RUHS - BH shall provide technical assistance on an as-needed basis for new program contractors. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RUHS - BH and the Department's other contractors to ensure optimal collaborations, etc.

B. **Facility Responsibilities (Leave in for ARC/County-Owned Facilities)**
COUNTY shall be responsible for the following (including, but not limited to):
   a. Furnishing the facility with the furniture, equipment and other items (all space, furniture, equipment and other items purchased by the COUNTY shall remain the sole property of the COUNTY);

   b. Providing basic building maintenance services and repairs including plumbing, heating, air conditioning, garbage service, water, natural gas and electrical systems necessary to operate the facilities;

   c. Furnishing services of the maintenance staff, as required for the proper preventative maintenance and repair of COUNTY owned equipment;

   d. Installing and maintaining cameras, panic button and intercom systems;

   e. Visiting the facility to assist with discharge plans and provide case management services;

   f. Providing care of the outside areas and periodically wash and clean the exterior windows, walls, and interior window;

   g. Ensuring that built-in equipment is operational at start-up and throughout the term of the resulting lease;

   h. Provide security services; and

   i. Providing utility bills to CONTRACTOR.

V. CONTRACTOR RESPONSIBILITIES

Providers will adhere to COUNTY written policies and procedures for processing referral requests for initial and continuing authorization of services.

Provider will follow county admittance and referral protocols to optimize the outcomes of successful completions of members seeking treatment and sobriety sustainability. Provider is expected to adhere to contractual clinical and administrative requirements, which are monitored on a quarterly basis for compliance.

A. **Facility Responsibilities (Leave in for ARC/County-Owned Facilities)**
CONTRACTOR shall be responsible for the following (including, but not limited to):
   a. CONTRACTOR shall be required to sign a lease agreement with the COUNTY for use of the designated COUNTY facility, associated costs shall be as defined on the contract agreement and scope of work.

   b. Providing all the services listed herein;

   c. Ensuring COUNTY staff are allowed on-site at all times;

d. Procuring, displaying and keeping in effect all necessary licenses, permits, and certificates required by law. All cost associated with such licenses, permits, and certificates shall be considered part of the operating cost of the business;

e. Paying utilities;

f. Purchasing snacks, materials, utensils, paper supplies;

g. Providing towels, uniforms (if applicable), and laundry service;

h. Providing janitorial/housekeeping to ensure cleanliness of the facilities such as cleaning tables, bathrooms, common areas, emptying trash receptacles and mopping spills;

i. Replacing County-furnished or County-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees; and

j. Any cost associated with facility improvements or electrical upgrades required for additional equipment.

B. **Facility**

1. CONTRACTOR shall provide a therapeutic setting in which treatment services can be provided that will enable the member 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.

2. CONTRACTOR shall provide a copy of any Conditional Use Permit(s) for the present facilities as required by State and/or local ordinances.

3. CONTRACTOR shall provide a valid Drug Medi-Cal (DMC) Certification issued by Department of Health Care Services (DHCS) for all applicable facilities and any additional Alcohol and Other Drug (AOD) certification(s) if applicable for Olevels of care contracted for.

4. The site location shall be easily accessible in terms of parking and public transportation.

5. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate.

6. CONTRACTOR shall demonstrate that it is credentialed according to Section 1(G) of State/COUNTY Agreement and pursuant to 42 CFR 438.214.

7. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for members with physical or mental disabilities.

8. Facility shall be accessible to people with disabilities in accordance with Title 45, CFR, Part 84 and the Americans with Disabilities Act.

C. **Staffing And Staff Training Requirements**

1. 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: on the RUHS-BH website.

2. 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.

3. CONTRACTOR is required to consider personnel (including volunteers) competency, the needs of particular members, extent of the services provided by the program, and physical arrangements of the program when determining staffing ratios while adhering to County, State, and Federal guidelines. Program residents will not be substituted for required staff. CONTRACTOR will ensure adequate coverage when regular staff members are absent.

4. CONTRACTOR shall provide a list of current staff and copies of appropriate and current license, 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.

5. 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, State Department of Health Care Services (DHCS) policy letters and any amendments thereto. Members 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.

6. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2, California Code of Regulations (CCR) 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 registered AOD counseling staff shall adhere to CCR, Title 9, Section 13040, subdivisions (a)(1) through (5) or any core competency education topics listed in DHCS BHIN 25-029. be registered pursuant to Section 13035(f).
   a. Licensed Practitioners of the Healing Arts (LPHAs) are considered licensed professionals.
      i. LPHAs shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.
   b. AOD counseling staff registering on or after January 1, 2026, must complete 80 hours of core competency education within six (6) months of registration per BHIN 25-029 and obtain full certification within five (5) years.
      i. Education must cover the 12 core competency areas mandated by AB 2473.
      ii. Registered AOD counselors with a master's degree in psychology, social work, MFT, or counseling are exempt from core competency coursework but must still meet the 80-hour requirement within their first year.

c. 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.
d. 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.
e. Individuals are required to provide documentation of completion of a minimum of hours of continuing education and payment of a renewal fee to their certifying organization body and maintain professional license/certification/registration.

7. 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.

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

9. 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.

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

11. Personnel policies shall be reviewed and updated annually.
    a. Personnel policies and procedures shall be available to all employees.

12. CONTRACTOR shall have a written Code of Conduct for employees and volunteers/interns. Refer to Practices Guidelines and Procedure Manual for detailed requirements on the RUHS-BH website.

13. A personnel file shall be maintained on each staff member. The personnel file shall contain at least the following information:
    a. Listing of training and experience.
    b. 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.
       i. 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.).
    c. Annual job performance evaluations.
    d. Personnel action reports of all changes in status of the employee.

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

15. A written staff training plan shall be developed and discussed with staff.
    a. Continuing development of staff expertise shall be encouraged.
    b. Participation in outside training seminars and workshops shall be encouraged.
    c. Proof of completion for mandatory trainings shall be maintained in personnel files.
    d. For State and County mandatory or suggested trainings refer to Practices Guidelines and Procedure Manual at on the RUHS-BH website.

16. CONTRACTOR shall have written procedures for volunteers and interns. Volunteers shall have a written description of their job duties.
    a. A personnel file shall be maintained for each volunteer.
    b. Volunteers shall be accountable to a specific staff member.
    c. Refer to Practices Guidelines and Procedure Manual for detailed description of requirements on the RUHS-BH website.

17. CONTRACTOR shall ensure that the following staffing requirements, which include but are not limited to, the following, are met:
    a. Ensure the provision of culturally competent services including a rich member, peer-to-peer, recovery environment.
    b. Provide administrative, supervisory, and clerical support for the program.
    c. Ensure that personnel are competent, the majority able to provide peer support, and qualified to provide the services necessary within their job duty classification.
    d. Ensure that personnel are competent and qualified to provide the services necessary, including members as providers, in order to meet individual member needs, and employ staff in sufficient numbers to meet such needs. Member-to-staff ratios shall be subject to the approval of RUHS - BH and shall include sufficient trained personnel to ensure compliance with the terms of the contract and any potential or real licensing regulations.
    e. Hire treatment staff who are culturally and ethnically diverse, and who represent the ethnic and gender characteristics of the members being served. CONTRACTOR shall hire sufficient treatment staff that are bilingual (Spanish/English) in order to effectively translate, interpret and provide treatment services, to the residents and their families. Housekeeping staff may not be used to meet bilingual service staff requirements.

18. Provide staff with orientation and continuing education training and staff development in the areas of mental health, substance use and co-occurring disorders, crisis intervention, motivational interventions, recovery values and philosophy, and member empowerment. Bidders should specify the number of hours required for orientation training. Provide or make arrangements for staff to receive ongoing training in the following areas:
    a. An extensive initial orientation to the program, including principles of Wellness and Recovery that support, the goals of the program, peer-to-peer based interventions including the sixteen ethical standards of the Medi-Cal Peer Support Code of Ethics and the SAMHSA core competences of peer supporters, review policies and procedures, service delivery requirements, outcome measures and reporting, continuing education in these areas shall be required.
    b. Training requirements that meet DHCS site certification standards and requirements.
    c. Non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the members from violent behavior.

d. Basic assessment that incorporates cultural consideration and integrated (physical and behavioral health) issues and needs, services planning, inter-agency coordination, problem-solving and counseling skills.
e. Cultural competency in serving members from diverse ethnic and cultural backgrounds including age, gender, sexual orientation, physical disabilities, and member cultures.

D. **Documentation of Services**

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in accordance with HIPPA and with regulations relating to PHI. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and the Riverside University Health System-Behavioral Health. These records shall include but are not limited to:

1. Treatment Documentation
   a. Level 3.3 programs are to provide a thorough Individualized biopsychosocial assessment.
   b. Individualized problem list and documentation of individualized progress notes reflecting implementation of individualized treatment plan and member's response to interventions (as described in AOD Standards).

2. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the member. These records will conform to the requirements of the licensing authority, DHCS, and the COUNTY.

3. The CONTRACTOR will provide SAPT Administrator (or designee) with the following:
   a. Access to all records maintained on members admitted to the facility.
   b. Compliance with requests for social, economic, and demographic data.

4. The COUNTY SAPT Administrator (or designee) will represent the COUNTY in all matters concerning the performance of this agreement.

5. 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).

6. The CONTRACTOR shall understand how the COUNTY'S web-based MIS interacts with CONTRACTORS system in order to accumulate and report data.

7. The CONTRACTOR shall collect data on the member characteristics as specified by DHCS and on services furnished to members as specified by DHCS in the CalOMS Data Collection Guide located on the RUHS-BH website. All former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
   a. CONTRACTOR shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data into COUNTY EHR consistently throughout the month.

b. 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.
c. CONTRACTOR staff shall participate in CalOMS-Tx informational meetings, DHCS webinar training, and COUNTY mandatory trainings
d. 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.
    i. CONTRACTOR shall report data that is accurate and complete by:
    ii. Verifying the accuracy and timeliness of reported data;
    iii. Screening the data for completeness, logic, and consistency; and
        (1) Responding to COUNTY requests for CalOMS corrections and submittals in a timely manner. Refer to Practices Guidelines and Procedure Manual for specific reporting instruction on the RUHS-BH website.

8. 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.
    a. CONTRACTOR will notify COUNTY SAPT Administration about any changes to certification that will effect DATAR non-compliance.
    b. CONTRACTOR will request passwords or resetting of passwords from COUNTY SAPT Administration prior to the monthly due date to ensure timely monthly reporting compliance.
    c. CONTRACTOR shall respond to COUNTY requests for DATAR data submittals in a timely manner.

9. A log of referrals.

10. Documentation of individuals/families participating in the program. Copies of material that was presented/discussed.

11. CONTRACTOR shall maintain referrals, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS-BH policies.

12. Services shall meet documentation standards of the DHCS Residential Program Certification standards, CalAIM, and be consistent with RUHS-BH policies.

13. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.

14. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.

15. Copies of completed outcome measures.

16. Data entry into the County Management Information System as specified by RUHS - BH.

17. CONTRACTOR shall develop and maintain Individualized Service Plans (ISP) that identify the treatment needs and recovery goals of each member. The ISP will provide a

description of recovery goals and the methods and services that will be used to achieve those goals.

18. CONTRACTOR shall maintain records of referrals, denials, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS - BH policies. Service documentation will provide information regarding each member's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.

19. Medi-Cal reimbursable services will meet documentation standards of DHCS certification and be consistent with RUHS - BH policies.

20. CONTRACTOR shall enter member DHCS CalOMS mandated information into the County's database within 24 hours of admission.

21. CONTRACTOR shall document all adverse incidents affecting the physical and emotional welfare of members in accordance with RUHS-BH policy and DHCS Site Certification. Examples of adverse incidents include, but are not limited to, serious physical harm to self or others, serious destruction of property, elopements, etc. CONTRACTOR shall notify RUHS-BH within twenty-four (24) hours of any serious adverse incidents affecting members' welfare along with DHCS death notification and requirements.

22. All clinical records must comply with Federal and State regulations, HIPAA, and RUHS - BH policies and procedures.

23. CONTRACTOR shall submit a monthly contract report to RUHS - BH, as outlined by RUHS - BH, which summarizes CONTRACTOR activities. Due the 5th of every month.

24. Records maintained at the facility by CONTRACTOR on behalf of RUHS - BH are the property of RUHS-BH.

E. **Certification Changes**

1. CONTRACTOR shall inform COUNTY of an addition or change of information in CONTRACTORs DMC certification immediately.

2. CONRACTOR shall inform COUNTY of CONTRACTOR's intent to reduce covered services or relocate 30 days prior submitting a DMC certification application to DHCS' Provider Enrollment Division (PED). 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.

3. CONTRACTOR must notify DHCS 45 days prior to relocation and submit a supplemental application.

4. 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.

5. 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 members 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.

F. **General Program Requirements**
CONTRACTOR shall:

1. Attend and participate in RUHS-BH facilitated quarterly provider meetings.

2. Providers and the COUNTY CARES and Care Coordination teams will follow placement and referral protocols to ensure that there is consistent application of review criteria for authorization, placement and referral decisions.

3. Work cooperatively with the RUHS - BH designated contract monitor(s), regional programs and staff, Regional Administrator or Manager, and other RUHS – BH contractors and their staff in order to quickly and efficiently respond to the needs and requests of RUHS - BH.

4. Fully cooperate with RUHS - BH on-site program liaison. Prepare and submit monthly bills and reports to RUHS - BH accurately and within the requested time frames.

5. Submit to RUHS-BH, by January 1 of each year, any recommendations or changes for the following year's contract.

6. Coordinate member admissions and discharges to ensure that contracted services are accessed in a timely manner so that treatment is provided in the least restrictive setting possible.

7. Plan and deliver services in such a manner as to ensure access by all persons in need of services, including all ethnic groups in the County.

8. Provide for special dietary needs and diets in accordance with physician's orders or members' spiritual beliefs.

9. Maintain all records as required by Title 9, Title 22 of the California Code of Regulations; CFR 42, HIPAA.

10. Maintain treatment environments and facilities conducive to quality care and treatment of persons disabled due to mental illness, including housekeeping and replacement of household goods and supplies.

11. Provide adequate accommodations for COUNTY staff to meet with member and member' family/support persons. Such accommodations must allow for confidentiality, privacy and safety.

12. Agree to meet regularly with COUNTY staff to establish treatment and case management services, recovery plans, and discharge plans for the member referred to the CONTRACTOR.

VI. ADMINISTRATION

A. **Administrative Procedures**
CONTRACTOR shall comply with administrative procedures and policies necessary to ensure the effective delivery of all services outlined in this Scope of Work as described below:

1. Access to duly authorized representatives from County and State to patient/member records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, appropriateness and timeliness of the services. This shall include, but is not limited to the following:
   a. 24/7 RUHS-BH access to member information.
   b. Request reports and relevant data.
   c. Daily data entry and verification into RUHS-BH Electronic Medical Record (ELMR) computer system.
   d. Remittance advices from Medicare, insurance and other 3rd party payers.
   e. Notification of all admissions, member status, length of stay (LOS), and Member Service Identification (CSI) data.
   f. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.
   g. Additionally CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract period. CONTRACTOR shall notify RUHS-BH immediately of the loss or suspension of any such licenses and permits.

B. **Admission Criteria and Procedures**

CONTRACTOR shall admit residents according to the following criteria and procedures:

1. For residential treatment to be reimbursed on a daily basis, the service provided must include a required service activity on the date of billing.

2. Adults, or youth based upon contract, who carry a primary psychiatric diagnosis meeting Department of Health Care Services –access and eligibility criteria for services;

3. Facility access complies with the State of California Department of Health Care Services requirements related to the Americans with Disabilities Act. Therefore, CONTRACTOR shall admit members that utilize wheelchairs and walkers within these parameters.

4. Admit only members who can benefit from brief intensive crisis stabilization services. These services are intended to be open to the community as a whole with no barriers to access;

5. RUHS – BH shall collaborate with CONTRACTOR to clarify and specify admission criteria within the parameters of contracted obligations, effective member services and resource management; and

6. CONTRACTOR shall not admit the following members:
   a. Members who need to be involuntarily detained because they pose an imminent danger to self or others, or require a locked setting due to grave disability (i.e., meet California W & I Code Section 5150 criteria);
   b. Members who are in crisis solely because of substance use or intoxication, and do not exhibit a co-occurring SUD. Co-occurring members will not be denied solely based on being under the influence if in psychiatric crisis and in no danger of acute detoxification needing inpatient SUD level of care
   c. Members who have physical healthcare problems that require and emergency room or skilled nursing care

C. **Discharges**

CONTRACTOR shall be contractually bound to contact the COUNTY CCT personnel when a member completes residential care to aid member 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 members are to be discharged from treatment:
   a. When the member satisfactorily completes the residential treatment program.
   b. When the member demonstrates unsatisfactory progress in accomplishing the treatment goals and another modality is deemed more appropriate to member's recovery success.
   c. When the member refuses to adhere to program rules and regulations.
   d. When the member threatens or engages in violent behavior or vandalism directed at staff, self, other members or property.
   e. When medically required, i.e. illness/medical condition which requires ongoing or intensive medical attention.
   f. The final decision for discharge from a residential treatment program rests with the CONTRACTOR's Program Director.

D. **Regulatory Compliance**

Contractor shall:

1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
   a. State of California Department of Health Care Services laws, regulations and procedures;
   b. Riverside University Health System-Behavioral Health policies and procedures;
   c. County and City Ordinances and Regulations.

2. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established provider responsibility for the program or guest members, shall be allowed to enter and inspect the facility.

3. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

4. Maintain at all times appropriate certification, licenses, and permits to operate the programs pursuant to State laws and local ordinances.

5. CONTRACTOR will comply with AB 1356 and DHCS BHIN 26-007 member reporting requirements regarding the death of member at SUD Recovery or Treatment Facility.

E. **Contract Performance Monitoring**

1. The CONTRACTOR will participate in the COUNTY administrative, clinical and fiscal contract 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, and files to ensure compliance with regulations. COUNTY and/or DHCS monitoring may be announced and/or unannounced. 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:

a. A statement of the deficiency;
b. A list of action steps to be taken to correct the deficiency;
c. Date of completion of each deficiency corrected; and
d. Who will be responsible for correction and ongoing compliance.
e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

2. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.
   e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

3. 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.

4. COUNTY shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

F. **State Monitoring**

1. After the DMC services have been rendered and paid, CONTRACTOR is subject to is subject to Post service Post payment (PSPP) utilization reviews performed by DHCS.

2. DHCS shall monitor the CONTRACTOR compliance with PSPP utilization review requirements in accordance with DMC-ODS, CalAIM, and other state/federal requirements.

3. DHCS shall monitor the CONTRACTOR compliance with utilization review requirements in accordance with Title 22, DMC-ODS, CalAIM, and other state/federal requirements.

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

5. When DHCS cites deficiencies in the 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and

d. Who will be responsible for correction and ongoing compliance.

6. CONTRACTOR shall submit a copy of the CAP resulting from a AOD review performed by DHCS by email to the COUNTY Supervising Behavioral Health Specialist at Quality Improvement.
   a. 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.
   b. COUNTY will then conduct a site visit to follow up on reported deficiencies within 30 calendar days of approving the CAP.

7. DHCS shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

8. 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.
   a. The CONTRACTOR must submit an updated CAP to the DMC Unit with 30 days of notification following the same COUNTY approval process stated above.

9. 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.

10. 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.

11. CONTRACTOR shall assure all sites keep a record of the members being treated at each site. CONTRACTOR shall retain member 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 member records shall be maintained until completion of the audit and the final resolution of all issues as result of the audit.

G. **Continuous Quality Management**
   1. CONTRACTOR will adhere to DHCS and COUNTY guidelines.

   2. CONTRACTOR shall maintain written policies for continuous quality management and shall document in each member's file compliance with the procedures. The procedures shall include the following:
      a. Continuity of activities
      b. Member file review
      c. Recovery plan review

3. 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.

4. 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.

5. 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.
   a. Board training will take place at least annually, and include topics relevant to governing board responsibilities in the non-profit sector.
   b. 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, care coordination, recovery process, and various methods and techniques used in working with addiction.

6. 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.

7. The policies, rules and procedures shall be maintained in compliance with local, state, and federal laws and regulations through an annual review and update.

8. A procedure shall exist for initiating, developing, and declaring policies and procedures. It shall provide for staff input.

9. CONTRACTOR will adhere to applicable current quality assurance standards stated below and/or found within DMC-ODS Waiver, Title 22 – Drug Medi-Cal standards, DHCS Certification for AOD Programs, DHCS BHINs, CalAIM measures, whichever is most stringent.

10. 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.

11. The CONTRACTOR shall implement mechanisms to assess member/family satisfaction. The CONTRACTOR shall assess member/family satisfaction by:
    a. Surveying member/family satisfaction with the CONTRACTOR'S services at least annually;
    b. Evaluating member grievances, appeals and fair hearings at least annually;
    c. Evaluating requests to change counselors providing services at least annually; and
    d. The CONTRACTOR shall inform COUNTY of the results of member/family satisfaction activities.

12. 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.

H. **Audit and Review Notifications**

1. Contractor is to contact their county liaison immediately to notify of any reviews/audits being conducted by the state (announced or unannounced) as soon as they are notified or the state shows up at their facility.

2. CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

EXHIBIT A
SCOPE OF WORK

Level of Care/Services:	**ASAM Level 3.5 - Clinically Managed High-Intensity (Adults) or Medium-Intensity (Adolescents) Residential**
Contractor:	**SOCIAL SCIENCE SERVICES, INC. dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**
Dept ID:	**4100514408.55800/55600**

The following Scope of Work defines the requirements for the delivery of contracted Behavioral Health Services by the CONTRACTOR on behalf of the COUNTY and establishes the standards for service delivery, authorization, documentation, and compliance applicable to the CONTRACTOR.

I. PURPOSE:

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system, composed of County-operated clinics and contract service providers, delivering a variety of treatment services in each geographic region of the County. Residential treatment facilities are non-institutional, 24-hour non-medical, short-term residential program that provides rehabilitation services to members 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 member 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. Residential treatment services include:

A. Assessment
B. Care Coordination
C. Counseling (individual and group)
D. Family Therapy
E. Medication Services
F. MAT for Opioid Use Disorder (OUD)
G. MAT for Alcohol Use Disorder (AUD) and other non-opioid SUD's
H. Patient Education
I. Recovery Services
J. SUD Crisis Intervention Services

II. SERVICE LOCATIONS

CONTRACTOR is approved to provide the services outlined in this Scope of Work at all locations mutually agreed upon by COUNTY, provided such locations are properly certified and/or licensed, as applicable, by DHCS and enrolled as Medi-Cal provider sites. All approved service locations shall be accurately identified and maintained on CONTRACTOR's Schedule(s), Exhibit(s), or

Attachment(s) as applicable, and services shall be provided only at locations approved by COUNTY and DHCS for the applicable Medi-Cal program and certification type.

III. SCOPE OF SERVICES:

A. Program Goals and Objectives

To provide residential services based on the integrated model of care that provides intensive treatment, care coordination, support, and wrap-around services based on the principles of mental health and substance abuse recovery. All services will be consistent with federal and state regulatory guidelines and afford conditions and an environment that is conducive to the member establishing and maintaining a drug and or alcohol-free lifestyle and design for living. CONTRACTOR is to be Alcohol and Other Drugs (AOD) and DMC certified as well as licensed to provide Incidental Medical Services by DHCS..

Residential services are co-occurring enhanced to ensure attention and treatment can be focused on acute mental health, substance use, and medical stabilization and is designed to treat disorders in those with cognitive impairments, SMI/SUD to meet the needs of this population. Most importantly, appropriate medical services must be in place—including the ability to consult with a physician, psychiatrist, or physician extender and to be able to access emergency services at any time. Medical, psychiatric, laboratory and toxicology services must be provided either on-site or through consultation/referral.

1. The statewide goal for the average length of stay for residential treatment services provided by participating counties is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard "cap" on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. However, providers and CCT in partnership, shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

2. CONTRACTOR is to provide SUD treatment and related services to individuals designated as eligible, based on medical necessity, appropriate diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM-5-TR), and by ASAM criteria. Services will be provided at different levels of care as set forth. Contractor is to work collaboratively with RUHS-BH to form an integrated network of care for the targeted population in need of behavioral health treatment services.

3. Minimize the unnecessary utilization of space resources, staffing resources, clinical services, and detention services in the Riverside County jails, which are expended on individuals who are arrested for low-level offenses and quality of life infractions, and are subsequently cited and quickly released. The alternative plan is to help stabilize, treat, motivate, and link these individuals to community-based services instead of jail.

4. Increase the community's capacity to serve justice-involved members who have been diverted from the Riverside County jail system at the earliest stages of incarceration, from the Emergency Treatment Services (ETS), or directly from the streets.

5. For justice-involved adults who were cited and released within 24 hours, a more dignified, member-centered alternative would be to receive treatment, support, and services. This transformed approach would intervene in breaking the cycle of arrest-treatment-release and eventual re-arrest

6. Minimize unnecessary hospitalizations and to serve as the portal for justice-involved members for stabilization, treatment, and linkage coordination.

B. **Service Delivery Requirements**

1. Services to improve the ability to structure and organize tasks of daily living and recovery.

2. Planned clinical program activities (at least ten hours/week) directed to stabilize the member's SUD symptoms, increase motivation, and develop recovery skills.

3. Counseling and clinical monitoring to support involvement in productive daily living activities.

4. Drug screening and monitoring of medication adherence.

5. Recovery support services, including support for the affected family.

6. Addiction pharmacotherapy.

7. Community house meetings and responsibilities to promote community recovery concepts and norms.

8. Initial Screening and Placement
   a. Members seeking services shall be able to utilize the COUNTY Community Access, Referral, Evaluation and Support (CARES) toll-free phone number to receive a phone screening. Alternatively, members shall be able to appear in person at a COUNTY clinic, or screenings provided by COUNTY as a field-based service by SAPT Administration approved teams (i.e. Care Coordination Team (CCT)/START).
   b. COUNTY brief initial SUD Adult or Adolescent screening shall be based on ASAM Patient Placement Criteria (Level of Care Screening), completed by a registered or AOD counselor, or Licensed Practitioner of the Healing Arts (LPHA). SUD screening and predetermined level of care (LOC) shall be entered into the COUNTY EHR at that time.
   c. The CONTRACTOR must receive prior authorization from COUNTY CARES, COUNTY authorized placement, or SAPT Administration approved teams for residential services prior to admitting member into residential services.
   d. CONTRACTOR agrees to keep the COUNTY CARES Unit informed of bed availability by following all RUHS-BH Bed Tracking Entry protocols.
   e. Once COUNTY predetermines the ASAM LOC, the member shall be scheduled with a CONTRACTOR for a complete intake assessment to determine diagnosis and medical necessity, an LPHA may change the SUD Screening ASAM LOC upon placement as medically necessary, CONTRACTOR must update CARES and SAPT Administration on this change.
   f. The COUNTY shall allow each member 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 CCT counselor to member.
   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 member meets the requirements for the referred treatment.

i. Upon verifying ASAM LOC, CONTRACTOR will submit through the BOX to COUNTY SAPT Administration:
   i. A copy of a legible individualized placement referral form verifying admission date and LOC.
   ii. Proof of Drug Medi-Cal eligibility (as applicable)
      1) The CONTRACTOR must verify Medi-Cal eligibility upon admission and every month thereafter the member remains in treatment. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

j. Completed placement referral forms shall be submitted within 24 hours of member'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 on the RUHS-BH website.

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

m. CONTRACTOR shall ensure the following related to Tuberculosis (TB):
   i. 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.
   ii. Reduce barriers to member's accepting TB treatment through coordinating with COUNTY CCT personnel.
   iii. Routinely make available TB services to each individual receiving treatment for SUD use and/or misuse.

C. **Residential Services**

1. Intake: The process of admitting a member into a substance use disorder treatment program.

2. Assessment: Consists of activities to evaluate or monitor the status of a member's behavioral health, determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Timely assessments ensure that members receive the right service, at the right time, and in the right place, providers shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice. Assessments shall be updated as clinically appropriate, such as when the member's condition changes. Clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the determination of a diagnosis or during the assessment, even if the assessment ultimately indicates the member does not meet the access criteria for the delivery system in which they initially sought care. Assessment services may include one or more of the following components:
   a. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the SUD.
   b. Diagnosis of SUD utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and

laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing.

c. Care planning member an ongoing, interactive component of service delivery and may be notated within the assessment record, problem list, or progress notes

3. Individual Counseling: Services provided in-person, by telephone, or by telehealth qualify as Medi-Cal reimbursable units of services and are reimbursed without distinction. consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

4. Group Counseling: Contacts with multiple members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

5. Family Therapy: A rehabilitative service, provided by an LPHA, that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

6. Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks. When provided in a group setting, adhere to the 2 – 15 rule for participants.

7. Medication Services: The prescription or administration of medication related to substance use disorder-services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. SUD Crisis Intervention Services: Contact with a member in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the member in imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem and be limited to the stabilization of the member's immediate situation.

9. Clinician Consultation: Consists of DMC-ODS Licensed Practitioners of the Healing Arts (LPHAs) consulting with licensed professionals, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with

complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members. DMC-ODS plans may contract with one or more physicians, clinicians, or pharmacists specializing in addiction to provide consultation services. Consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems

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

11. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.

12. Support Services: Medical, psychological, laboratory and toxicology services. If available only by referral, medical and psychiatric consultation should be available within 24-hours (face-to-face or telehealth). Direct referral with close coordination of transfer to more intensive levels of care and medication management.

13. Group counseling is described as a face-to-face contact treating two or more members 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.

D. **Residential Standalone Services**

1. Residential services are reimbursed on a per diem basis for Assessment, Counseling (individual and group), Family Therapy, Medication Services, Patient Education, and SUD Crisis Intervention Services. Care Coordination, Recovery Support Services, Medi-Cal Peer Support Specialist Services, MAT for OUD, and MAT for AUD are described as standalone.

2. Care Coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the member with linkages to service and supports designed to restore the member to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone. Care coordination includes one or more of the following components:
   a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
   b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
   c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

d. Care coordination shall be consistent with and shall not violate confidentiality of alcohol or drug members as set forth in 42 CFR Part 2, and California Law.

3. Medi-Cal Peer Support Services (MPSS) are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people supporting the member (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Peer Support Services are delivered and claimed as a standalone service and must be billed separately. Peer Support Services are not counted towards minimum weekly clinical hour requirements.

4. Medications for Addiction Treatment (MAT) includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care.
   a. MAT for OUD, AUD, and other non-Opioid SUDs: MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat OUD as authorized by Social Security Act Section 1905(a)(29). MAT for AUD and Non-Opioid SUDs includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.
   b. The additional service provisions related to MAT include prescribing, administering, dispensing, ordering, monitoring, and/or managing the medications used for MAT services.
   c. MAT may be provided with the following service components assessment, care coordination, counseling, family therapy, medication services, patient education, recovery services, SUD crisis intervention services, and withdrawal management services.

5. Recovery Services
   Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member'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 members.
   a. Recovery Services can be delivered and claimed as a standalone service and may be provided in clinical or non-clinical settings (including the community).
   b. Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
   c. Recovery Services include

i. Assessment, care coordination, counseling (individual and group), and family therapy;
ii. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the member's SUD;
iii. Relapse Prevention, which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.

6. For detailed description of residential service criteria and documentation, refer to Provider Practice Requirements Manual V4.2 Winter 2022.pdf. Providers are required to adhere to SAPT memos and bulletins in addition to DHCS Behavioral Health Information Notices (BHINs).

E. TARGET POPULATION TO BE SERVED

1. Adults (Aged 21 and over)

2. Adolescents (Under age 21):
Under the EPSDT mandate, members under the age of 21 are eligible to receive all appropriate and medically necessary services needed to correct and improve 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 members 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 member.

3. Adolescents (Age 12-17)
   a. Programs treating youth between ages 12-17 are expected to follow the Department of Health Care Services (DHCS) Adolescent Substance Use Disorder Best Practices Guide Adolescent Best Practices Guide OCTOBER 2020.
   b. 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:
      i. 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.
      ii. 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.
      iii. 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.
      iv. Individualized plans for care 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.

v. 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.
vi. 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.
vii. 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).
viii. If a 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.

c. Developmentally Appropriate Care
i. CONTRACTOR staff will understand the developmental stages, growth, behavior, values/beliefs, and cultural differences among adolescents.
ii. 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.
iii. CONTRACTOR will use effective strategies to engage adolescents channel their energy, and hold their attention; these strategies are different from those for adults.
iv. 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.
v. 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.
vi. All screenings and assessment services will be developmentally appropriate, trauma informed, and responsive to gender identity, sexuality, and culture.
vii. Services, material, and resources provided to adolescents will be accessible in that they will be developmentally appropriate and tailored to adolescents.

d. Cultural and Gender Competence
i. Screening and assessments should be comprehensive, multifaceted, trauma-informed, culturally and developmentally appropriate, and provided in an empathetic, nonjudgmental manner.
ii. 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.
iii. CONTRACTOR will 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).
iv. The therapeutic alliance will be informed by the provider'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.
v. CONTRACTOR is to be sensitive to the cultural expectation's adolescents have in their interactions with authority figures and adults and their expectations in interactions across genders and cultural/racial groups.

vi. CONTRACTORS serving adolescents whose primary language is not English, including adolescents who use sign language, should provide skilled bilingual staff and/or interpreters as needed.
vii. Print and audiovisual materials should be both linguistically and literacy appropriate (e.g., at various reading and developmental levels) for adolescents and their families.
viii. CONTRACTOR will train 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 provider'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.
ix. 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. Gender-responsive services should be available to ensure adolescents receive appropriate individualized care.
x. A "safe" environment should be cultivated to talk about sensitive issues; this should include having gender-matched staff and gender-specific services and therapies, including same-gender groups and nonaggressive/nonconfrontational therapies, which will enhance therapeutic alliances.
xi. Programs should 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.
xii. CONTRACTOR will take into account access to services, particularly in rural or frontier areas. When possible, telemedicine or e-therapy should be offered, to adolescents in rural or frontier areas.

e. Systems Collaboration Among Youth Serving Agencies
i. CONTRACTOR will coordinate with the members' COUNTY Care Coordinator and other systems, considering State and Federal laws pertaining to disclosure of confidential member information.
ii. A discharge plan will be developed prior to the member '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.
iii. 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.

f. Integrated Care
i. 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. Individualized treatment and recovery service plans for adolescents will incorporate input from family and significant others in the adolescent's life and multiple adolescent-serving agencies with which the adolescent may be involved (e.g., primary care, schools, child welfare, juvenile justice).
ii. 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.

iii. 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.
iv. 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.
v. 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.
vi. 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).

g. Trauma Informed Care
i. The impact and consequences of trauma will be considered in all clinical interventions, recovery support services, and organizational operations.
ii. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
iii. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
iv. 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.
v. CONTRACTOR will not require that adolescents retell the details of their traumatic experience(s).
vi. 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).
vii. 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.
viii. 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).
ix. CONTRACTOR will recognize physical, emotional, and psychological safety is critical for recovery.

h. Family Centered Care
i. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
ii. CONTRACTOR will work with adolescent to identify family members available to engage in the adolescent's recovery efforts.
iii. 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).

iv. 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.

v. 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.

vi. 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.

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

4. Perinatal
   a. The COUNTY requires CONTRACTOR adherence to all requirements listed in the Substance Use Disorder Perinatal Practice Guidelines, November 2025 located on the DHCS website Perinatal Practice Guidelines 2025
   b. In accordance with SUBG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their children into treatment services, if appropriate. Treatment providers must also serve women who are pregnant, women with dependent children, women attempting to regain custody of their children, postpartum women and their children, and women with substance exposed children.
   c. The CONTRACTOR must directly provide, or coordinate the following services:
      i. Outreach and engagement;
      ii. Coordinate treatment services with other appropriate services, including health, criminal justice, social, educational, and vocational rehabilitation, as well as additional services that are medically necessary to prevent risk to a fetus, infant, or mother. Health services include but are not limited to primary medical care for women, including referral for prenatal care;
      iii. Screening for alcohol and/or drug use to identify women who have or are developing SUD;
      iv. Primary pediatric care, including immunization, for their children;
      v. 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;
      vi. 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
      vii. Sufficient Care coordination and transportation to ensure that women and their children have access to services.
      viii. Child care services are to be provided while the women are receiving gender-specific treatment services such as onsite licensed child care, a partnership with local, licensed child care, or license-exempt child care through a cooperative arrangement between parents for the care of their children.

F. **Admission Criteria**
   1. Enrollment discrimination is prohibited.

2. The CONTRACTOR accepts individuals eligible for enrollment in the order in which they are placed and referred by COUNTY without restriction.

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

4. 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.

5. 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 member meets all initial admission criteria. Any member discharged from a program may apply for re-admission through the COUNTY.

6. 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 members under FFS Medicaid, as set forth in 42 CFR §550.340, and for members under the age of 21, as set forth in 42 CFR Section 440, subpart B.

7. CONTRACTOR shall admit, on priority basis pregnant women who are using or misusing substances. Priority admissions shall be given in the following order:
   a. Pregnant women and postpartum who are using or abusing substances.
   b. Adolescents under age 21 who are eligible under the EPSDT program.

8. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo substance use disorder (SUD) treatment (42 USC 300x-23 and 45 CFR 96.126(e)).

9. CONTRACTOR shall only admit members placed directly from CARES and COUNTY BH Teams at approval from Substance Abuse Program Administrator (or designee). CONTRACTOR shall maintain close communication with COUNTY in the coordination of member admission and transition so that contracted treatment services and transitions in care can be accessed in a timely manner.

10. CONTRACTOR shall only admit Riverside County residents with Medi-Cal 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 member admission and transition so that contracted treatment services can be accessed in a timely manner.

11. Within 24 hours of admission, CONTRACTOR will submit through the BOX to COUNTY SAPT Administration:
    a. A legible individualized Contractor Admission form
    b. Proof of Drug Medi-Cal eligibility

i. The CONTRACTOR must verify Medi-Cal eligibility upon admission and every month thereafter the member remains in treatment. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

12. Admission forms for individuals admitted on holidays or weekends shall be submitted by CONTRACTOR to COUNTY SAPT Administration office prior to 1:00 p.m. the next working day.

13. COUNTY SAPT Administration will verify Contractor Admission form and issue a service authorization. For detailed instruction pertaining to the COUNTY'S authorization process, refer to the current Practices Guidelines and Procedure Manual located on the RUHS-BH website.

14. All Residential and Inpatient Treatment services provided to a member while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person.

15. A member receiving Residential or Inpatient services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria.

16. Each member 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.

17. CONTRACTOR's are required to either offer Medication Assisted Treatment (MAT) directly, or have effective referral mechanisms in place with Opioid Treatment Programs (OTP), community health centers, or other MAT providers such that members have access to all 4 FDA-approved medications for SUDs.
    a. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT.
    b. Providing contact information for a MAT provider does not meet the requirement of an effective referral.

G. **DMC-ODS Access Criteria After Assessment**

1. Beneficiaries 21 years and older
    a. Pursuant to W&I Section 14059.5(a), for individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. 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
    b. The individual must meet the ASAM criteria definition of medical necessity of services based on the ASAM criteria

2. Beneficiaries under the age of 21

a. Individuals under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs.
b. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)). 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.

3. 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 member.

4. If the SUD screening and placement does not match the assessment made by the LPHA or Medical Director, CONTRACTOR will work with COUNTY to provide care coordination to the member to the appropriate LOC.

5. For an individual to receive ongoing DMC-ODS services, the Medical Director, licensed physician, or LPHA shall reevaluate that individual's medical necessity qualification and determine that those services are still clinically appropriate for that individual.

6. If necessary, CONTRACTOR shall request a service authorization extension from SAPT Administration.
   a. For details, refer to Practices Guidelines and Procedure Manual on the RUHS-BH website.

H. **Principles of Care**

1. 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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

2. When the CONTRACTOR identifies that a member 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 member's treatment plan.
   b. Assist member to directly access a specialist, as appropriate, for the member's condition and identified physical or mental health needs.

3. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

4. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.

a. Care coordination plan shall address how member 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.

5. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

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

7. 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.

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

9. CONTRACTOR will consider the impact and consequences of trauma in all clinical interventions, recovery support services, and organizational operations.
   a. Screenings and assessments will be trauma informed, and trauma-specific interventions will be used when appropriate.
   b. Trauma-specific services will include evidence-based and promising practices that directly address the effect of trauma and facilitate recovery and healing.
   c. Because substance use can be a coping mechanism for members who have experienced traumatic events, CONTRACTORs will work with members to build other alternative, less harmful coping skills.
   d. CONTRACTOR will not require that members retell the details of their traumatic experience(s).
   e. 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).
   f. 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 member, other members or staff is at risk.
   g. 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).
   h. CONTRACTOR will recognize physical, emotional and psychological safety is critical for recovery.

10. CONTRACTOR will create a family-friendly environment that encourages members and families to engage in recovery efforts. To the maximum extent possible, services will be member 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 member and family).
   a. CONTRACTOR will adopt a broad definition of family that includes family of origin or of choice.
   b. CONTRACTOR will work with member to identify family members available to engage in the member's recovery efforts.
   c. While family-centered care will be supported, programs focused on participants with SUDs will respect and support members who choose not to disclose their circumstances or involve particular family members in their treatment services.
   d. When involvement by the member'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 member's family services. If the parent(s) are not available, CONTRACTOR staff will assist in developing alternate social and family support systems for the member.
   e. Regardless of the parents' or caregivers' capacity, CONTRACTOR will give them the opportunity to build skills to support the member; in some cases, this may require a substance use intervention for the parents or caregivers.
   f. CONTRACTOR will offer family members support services in accordance with the goals determined by the family unit.

11. Recovery-Oriented Systems of Care: Recovery services are important to the member's recovery and wellness. As part of the assessment and treatment needs of Dimensions 5 and 6, of the ASAM Criteria and during the transfer/transition planning process, members will be linked to applicable recovery services.
    a. Members may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse.
    b. Recovery services may be provided face-to-face, by telephone, or by telehealth with the member and may be provided anywhere in the community.
    c. The components of Recovery Services are:
        i. Outpatient counseling services in the form of individual and/or group counseling, assessment, and care coordination to stabilize the member.
        ii. Recovery Monitoring: Recovery coaching and monitoring designed for the maximum reduction of the member's SUD.
        iii. Relapse Prevention: Interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.
    d. CONTRACTOR will assist the member in defining what wellness in recovery means for them and supporting the attainment of wellness.
    e. CONTRACTOR will be a guide rather than a director of services in treatment planning and service provision.
    f. 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.
    g. CONTRACTOR will promote a greater responsibility on the part of the member for their own treatment and encourage them to practice decision making skills and roles, thereby enhancing self-confidence and self-efficacy.
    h. Peer recovery groups and mentors can be an option for members to assist in supporting their recovery.
    i. Treatment and recovery planning will be member centered and guided by the member to the extent that is developmentally appropriate, building on the member's priorities and interests. CONTRACTOR will give the member choices to assist in their self-directed care.
    j. CONTRACTOR will address lapse and relapse as learning opportunities for those in treatment and recovery services.

I. **General Program Criteria**

1. Service Definition
   24-hour residential care for members who require a 24-hour supportive treatment environment in order to develop sufficient recovery skills to avoid relapse or continued AOD use. Members 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. Length of Stay
    a. Residential services for adults (an individual 21 and over) may be authorized for up to 60 days, authorizations for extensions to follow RUHS SAPT Administration guidelines.
        i. EPSDT: In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under Section 1905(a) of the Social Security Act, all

Counties, irrespective of their participation in the DMC-ODS program, shall ensure that all beneficiaries under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Social Security Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate. RUHS-BH, a DMC-ODS county, is responsible for the provision of SUD services pursuant to the EPSDT mandate. RUHS-BH shall refer to DHCS guidance regarding Medi-Cal SUD treatment services for beneficiaries under age 21 for further compliance with EPSDT requirements.

3. Hours/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 week of individual and/or group counseling sessions and/or structured therapeutic activities shall be provided for each member in accordance with the member's plan for treatment.
   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.

4. 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 are available through consultation or referral.

5. Each member 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.

6. All new members shall be oriented to the services, requirements, and physical layout of the program. Upon admission, the member will be given a complete orientation to the CONTRACTOR'S program, list of daily activities, and general house rules.

7. Members shall be involved in frequent informal discussion with each other and staff concerning alcohol and other drug problems and recovery.

8. Members shall be expected to participate in all activities of the program unless excused due to illness or outside appointments.

9. CONTRACTOR shall provide a safe, drug-free and structured 24-hour day treatment and recovery program with meals, furnishings, and necessities. CONTRACTOR shall provide limited emergency clothing to members admitted to CONTRACTOR'S program.

10. CONTRACTOR shall make provisions for both emergency and limited medical services for minor physical problems.

11. CONTRACTOR shall provide for the transportation of members, including liaison for court obligations, participation in self-help groups, to medical facilities and any other local resources when appropriate.

12. Residential treatment shall be very structured to control the use of the telephone, cell phones, leaving the facility without an escort and receiving visitors.

13. CONTRACTOR shall provide necessary emotional support to maintain and assist the member in developing an alcohol and/or other drug free lifestyle.

14. CONTRACTOR shall ensure that members 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.

15. CONTRACTOR shall demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for members with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for beneficiaries if not provided on-site). Providing a member the contact information for a treatment program is insufficient. Members needing or utilizing MAT must be served and cannot be denied treatment services or be required to decrease dosage or be tapered off medications as a condition of entering or remaining in the program.

16. Problem List: The provider must create and maintain a problem list for each member.
    a. The problem list may include symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
        i. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.
        ii. The problem list shall be updated on an ongoing basis to reflect the current presentation of the member. Problem lists are to be updated within a reasonable time and in accordance with generally accepted standards of practice. Providers, within their scopes of practice, shall add to, amend, or resolve problems from the problem list when there is a relevant change to a member's condition.
        iii. The problem list shall include, but is not limited to, the following:
            1) Diagnoses identified by a provider acting within their scope of practice, if any.
            2) Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
            3) Current International Classification of Disease (ICD) Clinical Modification Codes.
            4) Problems identified by a provider acting within their scope of practice, if any.
            5) Problems or illnesses identified by the member and/or significant support person, if any.
            6) The name and title (or credentials) of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed
        iv. Providers shall add to or remove problems from the problem list when there is a relevant change to a member's condition.

17. Progress Notes: Shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. For each service the practitioner who conducted the session shall type or legibly print their name, and sign and date the progress note within three (3) business days of the session. Signatures and printed names are adjacent to each other.

a. Each progress note for all non-group services shall include:
   i. The type of service rendered.
   ii. The date that the service was provided to the member.
   iii. Duration of the service, including travel and documentation time.
   iv. Location/place of service.
   v. A typed or legibly printed name, signature of the service provider and date of signature.
   vi. A brief description of how the service addressed the member's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
   vii. A summary of next steps including, but not limited to, planned action steps by the provider or by the member, collaboration with the member, collaboration with the provider(s) and any update to the problem list as appropriate.
b. For group services:
   i. A list of participants is required to be documented and maintained by the provider.
   ii. Every member shall have a progress note in their clinical record that documents the service encounter and their attendance in group, including a-e above.
   iii. The progress note for the group service shall also include a brief description of the members' response to the service.
c. All notes are to be recorded in ACT format, unless exception is approved by QI and SAPT Administration.

J. **Care Coordination**

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 member with services that the member receives from any other Medi-Cal managed care plan, COUNTY or other COUNTY CONTRACTOR.

a. When the CONTRACTOR identifies that a member may have special health care needs or an ongoing special condition that requires a course of treatment or regular care monitoring, CONTRACTOR shall:
   i. Document special needs in the member's problem list; and
   ii. Collaborate with COUNTY CCT personnel to assist member to directly access a specialist, as appropriate, for the member's condition and identified needs.

b. Care Coordination activities will include assisting the member in following up on physical or mental health treatment.

c. The CONTRACTOR shall ensure that, in the course of coordinating care, each member'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.

d. CONTRACTOR shall focus on collaborating with COUNTY CCT and member to:
   i. Establish accountability and member responsibility;
   ii. Help with transitions of care;
   iii. Create a proactive plan of care with member upon arrival at next modality; and
   iv. Monitor/follow up as needed with member success and support of member's self-management goals.

e. CONTRACTOR shall develop a care coordination plan that provides for seamless transitions of care for members within the DMC-ODS system of care. CONTRACTOR will

work with COUNTY personnel to ensure members successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services.

f. Care coordination plan shall address how member 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.

g. To ensure the Level of Care (LOC) consistently aligns with current clinical needs, members must be re-assessed using the ASAM criteria via the SUD Adult or Adolescent Transition Tool at every transition point. Each case must be individualized based on the member's specific progress or lack thereof. While re-assessment may occur at any time deemed clinically appropriate, it is mandatory at the entry into each LOC and upon every transition to a new level. This includes successful completion of a program to determine the appropriate next step in the treatment continuum or a transition to self-directed recovery in the community.

K. **Incidental Medical Services (IMS)**

1. All licensed residential facilities in Riverside County are required to apply for and obtain approval from the Department of Health Care Services (DHCS) to provide Incidental Medical Services (IMS). Incidental Medical Services are optional services provided at a facility by a health care practitioner (HCP), or staff under the supervision of a HCP, to address medical issues associated with detoxification, treatment, or recovery services.

2. IMS must be provided at the facility in compliance with the community standard of practice. IMS does not include general primary medical care or medical services required to be performed in a licensed health facility, as defined by HSC Section 1200 or 1250. Upon DHCS approval, the following IMS must be provided:
   i. Obtaining medical histories.
   ii. Monitoring health status.
   iii. Testing associated with detoxification from alcohol or drugs.
   iv. Providing alcoholism or drug abuse recovery or treatment services.
   v. Overseeing patient self-administered medications.
   vi. Treating substance abuse disorders, including detoxification.

3. Existing licensed residential facilities seeking to provide IMS services shall submit a Supplemental Application (DHCS5255) together with applicable fees and supporting documentation as outlined in MHSUDS Info Notice 18-031.

L. **Medication Services**

CONTRACTOR shall assist members in understanding the role of medication in their personal recovery plan; explain the range of medication choices, provide education to members in the side-effect profiles of medications and how these side effects can be managed. CONTRACTOR shall obtain member informed consent to take medication as required by RUHS – BH policies. Members' questions and concerns about medication will be addressed and resolved quickly and proactively to increase members' self-responsibility for medication management.

CONTRACTOR shall provide medications to all members, including Medi-Cal and indigent members. CONTRACTOR shall make arrangements with a pharmacy to bill Medi-Cal directly

for medication costs on behalf of Medi-Cal eligible members. The CONTRACTOR shall maintain appropriate documentation for auditing purposes of medication costs incurred on behalf of indigent members. CONTRACTOR shall bill RUHS - BH separately on a monthly basis for medication costs incurred by indigent members. Medications for indigent members shall be limited to psychotropic medications included in the Medi-Cal Formulary. The CONTRACTOR shall make reasonable efforts to acquire and utilize sample medications to optimally reduce medication costs for indigent members.

CONTRACTOR shall administer and monitor medication according to the following requirements:

1. A qualified psychiatric practitioner (psychiatrist, psychiatric nurse practitioner/physician assistant), here-in referred to as prescribing practitioner, shall prescribe all medications. All telemedicine protocols would be subject to review and approval by RUHS – BH.

2. Medications shall be taken voluntarily by members, based on the prescribing practitioner's orders and observed by CONTRACTORS staff.

3. Licensed nursing personnel may receive prescribing practitioner's orders over the telephone. All orders received over the telephone shall be accurately and clearly written on the member's chart and signed by the person receiving the orders. All telephone orders shall be countersigned by the licensed prescribing practitioner within seven (7) days from the time the telephone orders are issued.

4. Prior to the administration of medication, staff authorized to dispense medication shall review the prescribing practitioner's orders to ensure the correct name of member and medication, proper dosage, route of administration, and time of administration.

5. Staff qualified and authorized to dispense medication shall document in the member's record the name of the medication, dosage, route of administration, and time of administration.

6. Staff qualified and authorized to dispense medication shall also document in the member's record their response to the medication and any reported, observed or suspected side effects associated with it. The prescribing practitioner shall be notified immediately if any side effects occurred in response to medication.

7. All medications shall be securely double-locked in a designated storage area. The storage area shall be close to running water so that staff can wash their hands with soap and water before administering any medication to members.

8. All Schedule II - V medications (controlled substance prescriptions) shall be securely stored under a double lock system to prevent access by unauthorized personnel. Schedule II - V medications shall be counted at the end of each shift. At least two (2) staff, one (1) from each shift, will sign a Schedule II - V medications log verifying the accuracy of the count. The CONTRACTOR shall develop procedures to prevent and address any misuse or unexplained disappearance of Schedule II - V medications. Furthermore, the CONTRACTOR shall notify the RUHS - BH within 24 hours after discovering any misuse or disappearance of Schedule II - V medications. Refer to http://www.pharmacy.ca.gov for additional information on Schedule II – V medications.

9. Shall make arrangements with a local pharmacy to receive verbal and written medication orders from the prescribing practitioner who has been designated to provide psychiatric services to the members in the facility.

10. Shall store medications in single unit doses if possible. The CONTRACTOR shall ensure that sufficient medications are always available to meet the needs of members. At least a two-week supply of medication shall be available for each member.

M. **DMC-ODS Practitioners**

1. 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. Professional and 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. CONTRACTOR shall provide proof of onsite orientation and training within personnel records. The COUNTY may add, amend or revoke practitioner types via SAPT bulletins.
   a. A Licensed Practitioner of the Healing Arts (LPHA) is defined as a Physician, Nurse Practitioner (NP), Physician Assistant (PA), Registered Nurse, Registered Pharmacist, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Registered CSW, Licensed Professional Clinical Counselor (LPCC), Registered PCC, Licensed Marriage and Family Therapist (LMFT), Registered MFT, Licensed Vocational Nurse (LVN), Licensed Occupational Therapist (LOT), and Licensed Psychiatric Technician (LPT).
      i. For a social worker candidate, a marriage and family therapist candidate, or a professional clinical counselor candidate, "registered" means a candidate for licensure who is registered, or has submitted a registration application and is in the process of obtaining registration in accordance with the criteria established by the corresponding state licensing authority for the purpose of acquiring the experience required for licensure, in accordance with applicable statutes and regulations.
      ii. Licensed occupational therapists meet the requirements of paragraph (2) of subdivision (b) of 42 CFR 440.110.
      iii. The CONTRACTOR may contract individually with LPHAs to provide DMC-ODS services.
   b. A clinical trainee (CT) is an unlicensed individual who is enrolled in a post-secondary educational degree program in the State of California that is required for the individual to obtain licensure as a Licensed Practitioner of the Healing Arts; is participating in a practicum, clerkship, or internship approved by the individual's program; and meets all relevant requirements of the program and/or applicable licensing board to participate in the practicum, clerkship, or internship and provide substance use disorder treatment services, including, but not limited to, all coursework and supervised practice requirements.
   c. A medical assistant (MA) is an individual who is at least 18 years of age, meets all applicable education, training and/or certification requirements and provides administrative, clerical, and technical supportive services, according to their scope of practice, under the supervision of a licensed physician and surgeon, or to the extent authorized under state law, a nurse practitioner or physician assistant that has been delegated supervisory authority by a physician and surgeon. The licensed physician and surgeon, nurse practitioner, or physician assistant must be physically

present in the treatment facility (medical office or clinic setting) during the provision of services by a medical assistant.

d. A Medi-Cal Certified Peer Support Specialist (MCPSS) is an individual in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and must meet all other applicable California state requirements, including ongoing education requirements. Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

e. Counselors (C) are also known as Registered and certified Alcohol and Drug SUD (AOD) counselors. An AOD counselor is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies, and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Title 9, Division 4, Chapter 8.

   i. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to members, in a DHCS licensed or certified program is required to be registered or certified as defined above.

f. Other Qualified Provider (OP) is an individual at least 18 years of age with a high school diploma or equivalent degree plus two years of related paid or non-paid experience (including experience as a service recipient or caregiver of a service recipient), or related secondary education. OPs may not provide assessment services.

N. **List of Approved Practitioners**

The list of DHCS DMC-ODS and CalAIM practitioners approved to carry out the services in this contract can be found in Schedule(s), Exhibit(s), or Attachment(s).

O. **Treatment Methodology**

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, CONTRACTOR 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 per ASAM modality: Motivational Interviewing (MI); Cognitive-Behavioral Therapy (CBT); Relapse Prevention; Trauma-Informed Treatment; or Psycho-Education.

P. **Timely Access**

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

2. Non-urgent outpatient SUD services are to be offered within 10 days business days of the initial request. Urgent SUD services are to be provided within 48 hours of request. CONTRACTOR must report timely access data.

3. Level of Care Determination and ASAM Criteria Assessment
   a. The ASAM Criteria shall be used to determine placement into the appropriate level of care for all members and is separate and distinct from determining medical necessity.
   b. A full ASAM (biopsychosocial) assessment shall be completed within 72 hours of the member's initiation of services within indicated LOC.
      i. If a beneficiary withdraws from treatment prior to completing the full ASAM Criteria assessment and later returns, the time period starts over.
   c. A full ASAM Criteria (biopsychosocial) assessment does not need to be repeated unless the member's condition changes.

4. Member preferences shall be considered such as cultural, geographical, gender, language and personal schedule. These preferences and special circumstances shall be documented in the CONTRACTOR member chart if applicable.

5. CONTRACTOR shall notify member:
   a. That oral interpretation is available for any language and written translation is available in prevalent languages;
   b. That auxiliary aids and services are available upon request and at no cost for members with disabilities; and
   c. How to access services.

6. CONTRACTOR shall provide, all written materials for potential members and consistent with the following:
   a. Use easily understood language and format;
   b. Use a font size no smaller than 12 point; and
   c. 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 members or potential members with disabilities or limited English proficiency.

7. 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.

8. The CONTRACTOR shall address urgent conditions while in contact with the member. CONTRACTOR shall reach out to police, a 24/7 behavioral health team, or emergency personnel as the need arises.

Q. **Outcome Measures**

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 brief SUD Adolescent or Adult Screening tool demonstrating use of the American Society of Addiction Medicine (ASAM) Criteria.
   a. The SUD Screening will be administered to determine the appropriate LOC.

b. Member preferences shall be considered such as cultural, geographical, gender, and language and personal schedule. These variances and special circumstances shall be documented in the member chart.
c. ASAM Criteria shall be applied by using the SUD Adolescent or SUD Adult Transition tool as the member moves through each modality of care.
   i. Re-determination of LOC can take place at any time, as deemed appropriate.
d. At a minimum, the COUNTY issued SUD Screening and/or Transition tools 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)
   c. 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

R. **Organization Criteria**

1. Members having a Substance Use Disorder or at risk of developing an SUD will be primary criterion for program participation, cooccurring populations will not be denied by CONTRACTOR.

2. 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.

3. Program objectives shall be measurable and have achievement time frames.

4. 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.

S. **Service Elements**

1. CONTRACTOR shall follow the Adolescent Substance Use Disorder Best Practices Guide issued by DHCS in October of 2020 and any subsequent versions of guidelines issued by DHCS in developing and implementing adolescent treatment programs (if applicable).

2. CONTRACTOR shall comply with the perinatal programs requirements as outlined in the Substance Use Disorder Perinatal Practice Guidelines 2025 and any subsequent versions issued by DHCS (if applicable).
   a. If contracted to provide perinatal DMC services, CONTRACTOR shall be properly certified and shall comply with applicable requirements as outlined by DHCS.

3. CONTRACTOR may provide outpatient services in-person, by telephone or telehealth by a qualified practitioner in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2.

4. CONTRACTOR shall comply with service provisions as detailed in DHCS BHIN 23-068 and 24-001, as well as any subsequent versions of service directives as issued by DHCS or the COUNTY.

T. **Member Informing Responsibilities**

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

2. 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 member within fifteen (15) calendar days after receipt or issuance of the termination notice.

3. 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 member's medical and behavioral health issues. COUNTY SAPT Administration shall notify CONTRACTOR, and give the member 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 member's notice shall meet the requirements of 42 CFR §438.404.

4. CONTRACTOR shall notify enrolled members 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.

U. **Performance Outcomes**

The renewal of a contract between RUHS - BH and CONTRACTOR is contingent upon CONTRACTOR'S ability to meet or exceed established or agreed upon expectations and outcomes:

1. CONTRACTOR shall maintain an overall 90% satisfied member rating with service level on their customer satisfaction surveys.

2. RUHS - BH reserves the right to create and/ or modify Performance Outcomes. This will be done in collaboration with CONTRACTOR.

IV. COUNTY RESPONSBILITIES

A. **Administrative Support and Technical Assistance**

1. Technical assistance during program start-up and implementation as well as ongoing operational consultation to support Contractor in achieving program goals.

2. COUNTY personnel will provide prior authorization for residential services within 24 hours of the member seeking and meeting medical necessity for residential services.

3. COUNTY personnel will review the DSM and ASAM Criteria to ensure that the member meets the requirements for the service prior to referral to a residential facility.

4. RUHS - BH shall provide technical assistance on an as-needed basis for new program contractors. Such technical assistance typically includes, but is not limited to, orientation

to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RUHS - BH and the Department's other contractors to ensure optimal collaborations, etc.

B. **Facility Responsibilities (Leave in for ARC/County-Owned Facilities)**
COUNTY shall be responsible for the following (including, but not limited to):
   a. Furnishing the facility with the furniture, equipment and other items (all space, furniture, equipment and other items purchased by the COUNTY shall remain the sole property of the COUNTY);

   b. Providing basic building maintenance services and repairs including plumbing, heating, air conditioning, garbage service, water, natural gas and electrical systems necessary to operate the facilities;

   c. Furnishing services of the maintenance staff, as required for the proper preventative maintenance and repair of COUNTY owned equipment;

   d. Installing and maintaining cameras, panic button and intercom systems;

   e. Visiting the facility to assist with discharge plans and provide case management services;

   f. Providing care of the outside areas and periodically wash and clean the exterior windows, walls, and interior window;

   g. Ensuring that built-in equipment is operational at start-up and throughout the term of the resulting lease;

   h. Provide security services; and

   i. Providing utility bills to CONTRACTOR.

V. CONTRACTOR RESPONSIBILITIES

Providers will adhere to COUNTY written policies and procedures for processing referral requests for initial and continuing authorization of services.

Provider will follow county admittance and referral protocols to optimize the outcomes of successful completions of members seeking treatment and sobriety sustainability. Provider is expected to adhere to contractual clinical and administrative requirements, which are monitored on a regular basis for compliance.

A. **Facility Responsibilities (Leave in for ARC/County-Owned Facilities)**
CONTRACTOR shall be responsible for the following (including, but not limited to):
   a. CONTRACTOR shall be required to sign a lease agreement with the COUNTY for use of the designated COUNTY facility, associated costs shall be as defined on the contract agreement and scope of work.

   b. Providing all the services listed herein;

   c. Ensuring COUNTY staff are allowed on-site at all times;

d. Procuring, displaying and keeping in effect all necessary licenses, permits, and certificates required by law. All cost associated with such licenses, permits, and certificates shall be considered part of the operating cost of the business;

e. Paying utilities;

f. Purchasing snacks, materials, utensils, paper supplies;

g. Providing towels, uniforms (if applicable), and laundry service;

h. Providing janitorial/housekeeping to ensure cleanliness of the facilities such as cleaning tables, bathrooms, common areas, emptying trash receptacles and mopping spills;

i. Replacing County-furnished or County-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees; and

j. Any cost associated with facility improvements or electrical upgrades required for additional equipment.

B. **Facility**

1. CONTRACTOR shall provide a therapeutic setting in which treatment services can be provided that will enable the member 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.

2. CONTRACTOR shall provide a copy of any Conditional Use Permit(s) for the present facilities as required by State and/or local ordinances.

3. CONTRACTOR shall provide a valid Drug Medi-Cal (DMC) Certification issued by Department of Health Care Services (DHCS) for all applicable facilities and any additional Alcohol and Other Drug (AOD) certification(s) if applicable to levels of care contracted for..

4. The site location shall be easily accessible in terms of parking and public transportation.

5. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate.

6. CONTRACTOR shall demonstrate that it is credentialed according to Section 1(G) of State/COUNTY Agreement and pursuant to 42 CFR 438.214.

7. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for members with physical or mental disabilities.

8. Facility shall be accessible to people with disabilities in accordance with Title 45, CFR, Part 84 and the Americans with Disabilities Act.

C. **Staffing And Staff Training Requirements**

1. 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: on the RUHS-BH website.

2. 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.

3. CONTRACTOR is required to consider personnel (including volunteers) competency, the needs of particular members, extent of the services provided by the program, and physical arrangements of the program when determining staffing ratios while adhering to County, State, and Federal guidelines. Program residents will not be substituted for required staff. CONTRACTOR will ensure adequate coverage when regular staff members are absent.

4. CONTRACTOR shall provide a list of current staff and copies of appropriate and current license, 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.

5. 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, State Department of Health Care Services (DHCS) policy letters and any amendments thereto. Members 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.

6. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2, California Code of Regulations (CCR) 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 registered AOD counseling staff shall adhere to CCR, Title 9, Section 13040, subdivisions (a)(1) through (5) or any core competency education topics listed in DHCS BHIN 25-029. be registered pursuant to Section 13035(f).
   a. Licensed Practitioners of the Healing Arts (LPHAs) are considered licensed professionals.
      i. LPHAs shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.
   b. AOD counseling staff registering on or after January 1, 2026, must complete 80 hours of core competency education within six (6) months of registration per BHIN 25-029 and obtain full certification within five (5) years.
      i. Education must cover the 12 core competency areas mandated by AB 2473.
      ii. Registered AOD counselors with a master's degree in psychology, social work, MFT, or counseling are exempt from core competency coursework but must still meet the 80-hour requirement within their first year.
   c. 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.

d. 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.
e. Individuals are required to provide documentation of completion of a minimum of hours of continuing education and payment of a renewal fee to their certifying organization body and maintain professional license/certification/registration.

7. 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.

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

9. 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.

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

11. Personnel policies shall be reviewed and updated annually.
    a. Personnel policies and procedures shall be available to all employees.

12. CONTRACTOR shall have a written Code of Conduct for employees and volunteers/interns. Refer to Practices Guidelines and Procedure Manual for detailed requirements on the RUHS-BH website.

13. A personnel file shall be maintained on each staff member. The personnel file shall contain at least the following information:
    a. Listing of training and experience.
    b. 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.
       i. 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.).
    c. Annual job performance evaluations.
    d. Personnel action reports of all changes in status of the employee.

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

15. A written staff training plan shall be developed and discussed with staff.
    a. Continuing development of staff expertise shall be encouraged.
    b. Participation in outside training seminars and workshops shall be encouraged.
    c. Proof of completion for mandatory trainings shall be maintained in personnel files.
    d. For State and County mandatory or suggested trainings refer to Practices Guidelines and Procedure Manual at on the RUHS-BH website.

16. CONTRACTOR shall have written procedures for volunteers and interns. Volunteers shall have a written description of their job duties.
    a. A personnel file shall be maintained for each volunteer.
    b. Volunteers shall be accountable to a specific staff member.
    c. Refer to Practices Guidelines and Procedure Manual for detailed description of requirements on the RUHS-BH website.

17. CONTRACTOR shall ensure that the following staffing requirements, which include but are not limited to, the following, are met:
    a. Ensure the provision of culturally competent services including a rich member, peer-to-peer, recovery environment.
    b. Provide administrative, supervisory, and clerical support for the program.
    c. Ensure that personnel are competent, the majority able to provide peer support, and qualified to provide the services necessary within their job duty classification.
    d. Ensure that personnel are competent and qualified to provide the services necessary, including members as providers, in order to meet individual member needs, and employ staff in sufficient numbers to meet such needs. Member-to-staff ratios shall be subject to the approval of RUHS - BH and shall include sufficient trained personnel to ensure compliance with the terms of the contract and any potential or real licensing regulations.
    e. Hire treatment staff who are culturally and ethnically diverse, and who represent the ethnic and gender characteristics of the members being served. CONTRACTOR shall hire sufficient treatment staff that are bilingual (Spanish/English) in order to effectively translate, interpret and provide treatment services, to the residents and their families. Housekeeping staff may not be used to meet bilingual service staff requirements.

18. Provide staff with orientation and continuing education training and staff development in the areas of mental health, substance use and co-occurring disorders, crisis intervention, motivational interventions, recovery values and philosophy, and member empowerment. Bidders should specify the number of hours required for orientation training. Provide or make arrangements for staff to receive ongoing training in the following areas:
    a. An extensive initial orientation to the program, including principles of Wellness and Recovery that support, the goals of the program, peer-to-peer based interventions including the sixteen ethical standards of the Medi-Cal Peer Support Code of Ethics and the SAMHSA core competences of peer supporters, review policies and procedures, service delivery requirements, outcome measures and reporting, continuing education in these areas shall be required.
    b. Training requirements that meet DHCS site certification standards and requirements.
    c. Non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the members from violent behavior.
    d. Basic assessment that incorporates cultural consideration and integrated (physical and behavioral health) issues and needs, services planning, inter-agency coordination, problem-solving and counseling skills.

e. Cultural competency in serving members from diverse ethnic and cultural backgrounds including age, gender, sexual orientation, physical disabilities, and member cultures.

D. **Documentation of Services**

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in accordance with HIPPA and with regulations relating to PHI. All confidential information shall be stored in a locked space. The documentation of staffing, payroll, other program costs and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and the Riverside University Health System-Behavioral Health. These records shall include but are not limited to:

1. Treatment Documentation
   a. Level 3.5 programs are to provide a thorough Individualized biopsychosocial assessment within 72 hours of admission.
   b. Individualized problem list and documentation of individualized progress notes reflecting implementation of individualized treatment plan and member's response to interventions (as described in AOD Standards).

2. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the member. These records will conform to the requirements of the licensing authority, DHCS, and the COUNTY.

3. The CONTRACTOR will provide SAPT Administrator (or designee) with the following:
   i. Access to all records maintained on members admitted to the facility.
   ii. Compliance with requests for social, economic, and demographic data.

4. The COUNTY SAPT Administrator (or designee) will represent the COUNTY in all matters concerning the performance of this agreement.

5. 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).

6. The CONTRACTOR shall understand how the COUNTY'S web-based MIS interacts with CONTRACTORS system in order to accumulate and report data.

7. The CONTRACTOR shall collect data on the member characteristics as specified by DHCS and on services furnished to members as specified by DHCS in the CalOMS Data Collection Guide located on the RUHS-BH website. All former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
   i. CONTRACTOR shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data into COUNTY EHR consistently throughout the month.
   ii. 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.
   iii. CONTRACTOR staff shall participate in CalOMS-Tx informational meetings, DHCS webinar training, and COUNTY mandatory trainings

iv. 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.
   i. CONTRACTOR shall report data that is accurate and complete by:
   ii. Verifying the accuracy and timeliness of reported data;
   iii. Screening the data for completeness, logic, and consistency; and
      (1) Responding to COUNTY requests for CalOMS corrections and submittals in a timely manner. Refer to Practices Guidelines and Procedure Manual for specific reporting instruction on the RUHS-BH website.

8. 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.
   i. CONTRACTOR will notify COUNTY SAPT Administration about any changes to certification that will effect DATAR non-compliance.
   ii. CONTRACTOR will request passwords or resetting of passwords from COUNTY SAPT Administration prior to the monthly due date to ensure timely monthly reporting compliance.
   iii. CONTRACTOR shall respond to COUNTY requests for DATAR data submittals in a timely manner.

9. A log of referrals.

10. Documentation of individuals/families participating in the program. Copies of material that was presented/discussed.

11. CONTRACTOR shall maintain referrals, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS-BH policies.

12. Services shall meet documentation standards of the DHCS Residential Program Certification standards, CalAIM, and be consistent with RUHS-BH policies.

13. Monthly contract report, as outlined by RUHS-BH, shall be submitted to RUHS-BH. This monthly report shall summarize contractor activities.

14. All records maintained by the contractor on behalf of RUHS-BH are the property of RUHS-BH.

15. Copies of completed outcome measures.

16. Other requirements may be determined as the CWIC's are implemented.

17. Data entry into the County Management Information System as specified by RUHS - BH.

18. CONTRACTOR shall develop and maintain Individualized Service Plans (ISP) that identify the treatment needs and recovery goals of each member. The ISP will provide a description of recovery goals and the methods and services that will be used to achieve those goals.

19. CONTRACTOR shall maintain records of referrals, denials, assessments, progress notes, and any other documentation related to members' care in accordance with State and Federal standards and RUHS - BH policies. Service documentation will provide information regarding each member's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.

20. Medi-Cal reimbursable services will meet documentation standards of DHCS certification and be consistent with RUHS - BH policies.

21. CONTRACTOR shall enter member DHCS CalOMS mandated information into the County's database within 24 hours of admission.

22. CONTRACTOR shall document all adverse incidents affecting the physical and emotional welfare of members in accordance with RUHS-BH policy and DHCS Site Certification. Examples of adverse incidents include, but are not limited to, serious physical harm to self or others, serious destruction of property, elopements, etc. CONTRACTOR shall notify RUHS-BH within twenty-four (24) hours of any serious adverse incidents affecting members' welfare along with DHCS death notification and requirements.

23. All clinical records must comply with Federal and State regulations, HIPAA, and RUHS - BH policies and procedures.

24. CONTRACTOR shall submit a monthly contract report to RUHS - BH, as outlined by RUHS - BH, which summarizes CONTRACTOR activities. Due the 5th of every month.

25. Records maintained at the facility by CONTRACTOR on behalf of RUHS - BH are the property of RUHS - BH.

E. **Certification Changes**

1. CONTRACTOR shall inform COUNTY of an addition or change of information in CONTRACTORs DMC certification immediately.

2. CONRACTOR shall inform COUNTY of CONTRACTOR's intent to reduce covered services or relocate 30 days prior submitting a DMC certification application to DHCS' Provider Enrollment Division (PED). 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.

3. CONTRACTOR must notify DHCS 45 days prior to relocation and submit a supplemental application.

4. 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.

5. 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 members 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.

F. **General Program Requirements**

CONTRACTOR shall:

1. Attend and participate in RUHS-BH facilitated quarterly provider meetings.

2. Providers and the COUNTY CARES and Care Coordination teams will follow placement and referral protocols to ensure that there is consistent application of review criteria for authorization, placement and referral decisions.

3. Work cooperatively with the RUHS - BH designated contract monitor(s), regional programs and staff, Regional Administrator or Manager, and other RUHS – BH contractors and their staff in order to quickly and efficiently respond to the needs and requests of RUHS - BH.

4. Fully cooperate with RUHS - BH on-site program liaison. Prepare and submit monthly bills and reports to RUHS - BH accurately and within the requested time frames.

5. Submit to RUHS-BH, by January 1 of each year, any recommendations or changes for the following year's contract.

6. Coordinate member admissions and discharges to ensure that contracted services are accessed in a timely manner so that treatment is provided in the least restrictive setting possible.

7. Plan and deliver services in such a manner as to ensure access by all persons in need of services, including all ethnic groups in the County.

8. Provide for special dietary needs and diets in accordance with physician's orders or members' spiritual beliefs.

9. Maintain all records as required by Title 9, Title 22 of the California Code of Regulations; CFR 42, HIPAA.

10. Maintain treatment environments and facilities conducive to quality care and treatment of persons disabled due to mental illness, including housekeeping and replacement of household goods and supplies.

11. Provide adequate accommodations for COUNTY staff to meet with member and member' family/support persons. Such accommodations must allow for confidentiality, privacy and safety.

12. Agree to meet regularly with COUNTY staff to establish treatment and case management services, recovery plans, and discharge plans for the member referred to the CONTRACTOR.

VI. ADMINISTRATION

A. **Administrative Procedures**

CONTRACTOR shall comply with administrative procedures and policies necessary to ensure the effective delivery of all services outlined in this Scope of Work as described below:

1. Access to duly authorized representatives from County and State to patient/member records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, appropriateness and timeliness of the services. This shall include, but is not limited to the following:

a. 24/7 RUHS-BH access to member information.
b. Request reports and relevant data.
c. Daily data entry and verification into RUHS-BH Electronic Medical Record (ELMR) computer system.
d. Remittance advices from Medicare, insurance and other 3rd party payers.
e. Notification of all admissions, member status, length of stay (LOS), and Member Service Identification (CSI) data.
f. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.
g. Additionally CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract period. CONTRACTOR shall notify RUHS-BH immediately of the loss or suspension of any such licenses and permits.

B. **Admission Criteria and Procedures**

CONTRACTOR shall admit residents according to the following criteria and procedures:

1. For residential treatment to be reimbursed on a daily basis, the service provided must include a required service activity on the date of billing.

2. Adults, or youth based upon contract, who carry a primary psychiatric diagnosis meeting Department of Health Care Services –access and eligibility criteria for services;

3. Facility access complies with the State of California Department of Health Care Services requirements related to the Americans with Disabilities Act. Therefore, CONTRACTOR shall admit members that utilize wheelchairs and walkers within these parameters.

4. Admit only members who can benefit from brief intensive crisis stabilization services. These services are intended to be open to the community as a whole with no barriers to access;

5. RUHS – BH shall collaborate with CONTRACTOR to clarify and specify admission criteria within the parameters of contracted obligations, effective member services and resource management; and

6. CONTRACTOR shall not admit the following members:
   a. Members who need to be involuntarily detained because they pose an imminent danger to self or others, or require a locked setting due to grave disability (i.e., meet California W & I Code Section 5150 criteria);
   b. Members who are in crisis solely because of substance use or intoxication, and do not exhibit a co-occurring SUD. Co-occurring members will not be denied solely based on being under the influence if in psychiatric crisis and in no danger of acute detoxification needing inpatient SUD level of care
   c. Members who have physical healthcare problems that require and emergency room or skilled nursing care

C. **Discharges**

CONTRACTOR shall be contractually bound to contact the COUNTY CCT personnel when a member completes residential care to aid member 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 members are to be discharged from treatment:
   a. When the member satisfactorily completes the residential treatment program.
   b. When the member demonstrates unsatisfactory progress in accomplishing the treatment goals and another modality is deemed more appropriate to member's recovery success.
   c. When the member refuses to adhere to program rules and regulations.
   d. When the member threatens or engages in violent behavior or vandalism directed at staff, self, other members or property.
   e. When medically required, i.e. illness/medical condition which requires ongoing or intensive medical attention.
   f. The final decision for discharge from a residential treatment program rests with the CONTRACTOR's Program Director.

D. **Regulatory Compliance**

Contractor shall:

1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
   a. State of California Department of Health Care Services laws, regulations and procedures;
   b. Riverside University Health System-Behavioral Health policies and procedures;
   c. County and City Ordinances and Regulations.

2. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established provider responsibility for the program or guest members, shall be allowed to enter and inspect the facility.

3. Submit monthly documentation to RUHS-BH as outlined by RUHS-BH.

4. Maintain at all times appropriate certification, licenses, and permits to operate the programs pursuant to State laws and local ordinances.

5. CONTRACTOR will comply with AB 1356 and DHCS BHIN 26-007 member reporting requirements regarding the death of member at SUD Recovery or Treatment Facility.

E. **Contract Performance Monitoring**

1. The CONTRACTOR will participate in the COUNTY administrative, clinical and fiscal contract 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, and files to ensure compliance with regulations. COUNTY and/or DHCS monitoring may be announced and/or unannounced. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;

c. Date of completion of each deficiency corrected; and
d. Who will be responsible for correction and ongoing compliance.
e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

2. 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.
   e. For more detailed information about CAP requirements, refer to the RUHS-BH website.

3. 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.

4. COUNTY shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

F. **State Monitoring**
1. After the DMC services have been rendered and paid, CONTRACTOR is subject to is subject to Post service Post payment (PSPP) utilization reviews performed by DHCS.

2. DHCS shall monitor the CONTRACTOR compliance with PSPP utilization review requirements in accordance with DMC-ODS, CalAIM, and other state/federal requirements.

3. DHCS shall monitor the CONTRACTOR compliance with utilization review requirements in accordance with Title 22, DMC-ODS, CalAIM, and other state/federal requirements.

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

5. When DHCS cites deficiencies in the 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:
   a. A statement of the deficiency;
   b. A list of action steps to be taken to correct the deficiency;
   c. Date of completion of each deficiency corrected; and
   d. Who will be responsible for correction and ongoing compliance.

6. CONTRACTOR shall submit a copy of the CAP resulting from a AOD review performed by DHCS by email to the COUNTY Supervising Behavioral Health Specialist at Quality Improvement.
   a. 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.
   b. COUNTY will then conduct a site visit to follow up on reported deficiencies within 30 calendar days of approving the CAP.

7. DHCS shall review provider for fraud, waste and abuse as it pertains to treatment services, prescribing medication, billing and reporting costs. Provider's policies and procedures to prevent fraud, waste and abuse shall adhere to requirements as stated 42 CFR 438.608. Payment recovery shall occur 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.

8. 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.
   a. The CONTRACTOR must submit an updated CAP to the DMC Unit with 30 days of notification following the same COUNTY approval process stated above.

9. 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.

10. 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.

11. CONTRACTOR shall assure all sites keep a record of the members being treated at each site. CONTRACTOR shall retain member 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 member records shall be maintained until completion of the audit and the final resolution of all issues as result of the audit.

G. **Continuous Quality Management**
   1. CONTRACTOR will adhere to DHCS and COUNTY guidelines.

   2. CONTRACTOR shall maintain written policies for continuous quality management and shall document in each member's file compliance with the procedures. The procedures shall include the following:
      a. Continuity of activities
      b. Member file review
      c. Recovery plan review

   3. 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.

4. 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.

5. 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.
   a. Board training will take place at least annually, and include topics relevant to governing board responsibilities in the non-profit sector.
   b. 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, care coordination, recovery process, and various methods and techniques used in working with addiction.

6. 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.

7. The policies, rules and procedures shall be maintained in compliance with local, state, and federal laws and regulations through an annual review and update.

8. A procedure shall exist for initiating, developing, and declaring policies and procedures. It shall provide for staff input.

9. CONTRACTOR will adhere to applicable current quality assurance standards stated below and/or found within DMC-ODS Waiver, Title 22 – Drug Medi-Cal standards, DHCS Certification for AOD Programs, DHCS BHINs, CalAIM measures, whichever is most stringent.

10. 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.

11. The CONTRACTOR shall implement mechanisms to assess member/family satisfaction. The CONTRACTOR shall assess member/family satisfaction by:
    a. Surveying member/family satisfaction with the CONTRACTOR'S services at least annually;
    b. Evaluating member grievances, appeals and fair hearings at least annually;
    c. Evaluating requests to change counselors providing services at least annually; and
    d. The CONTRACTOR shall inform COUNTY of the results of member/family satisfaction activities.

12. 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.

H. **Audit and Review Notifications**

1. Contractor is to contact their county liaison immediately to notify of any reviews/audits being conducted by the state (announced or unannounced) as soon as they are notified or the state shows up at their facility.

2. CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

EXHIBIT B
SUBSTANCE USE
LAWS, REGULATIONS AND POLICIES

In addition to the statues and regulations previously referenced in this AGREEMENT, services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statutes/regulations or relevant sections therein:

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 § 794), prohibiting discrimination on the basis of individuals with disabilities.
- 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 § 7501 et seq.)
- National Voter Registration Act of 1993
- 42 C.F.R. Part 2
- 45 C.F.R. Parts 160 and 164
- Social Security Act Title XIX (42 U.S.C. § 1396, et seq.)
- 42 C.F.R. Parts 455

State

- Behavioral Health Services Act (BHSA)
- Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with § 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with § 10800.
- California Code of Regulations, Title 9, § 9424-9444 (Reimbursable Expenditures/Accounting Records)
- California Code of Regulations, Title 9, § 9530(k) (Allowable Costs)
- California Health & Safety Code § 11760 - 11841.
- California Health & Safety Code, § 11811.7, 11812 and 11813
- California Health and Safety Code, Chapter 7, § 11830 - 11834.
- California Health and Safety Code § 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, § 9545
- California Penal Code Sections 11164 – 11174.4 et seq.
- California Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
- California Welfare & Institutions Code § 5328
- California Welfare & Institutions Code § 5330 (Monetary Penalties)
- California Welfare & Institutions Code § 15600 et. seq. (Elder and Dependent Adult Abuse)
- California Welfare & Institutions Code § 5670 et seq.

- California Welfare & Institutions Code § 5751.7
- California Civil Code § 1798.82
- 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
- DHCS Information Notice 91-09, 99-02
- Drug Medi-Cal Application Information at: https://www.dhcs.ca.gov/provgovpart/Pages/DMCApplicationInformation.aspx
- Proposition 36 Treatment Provider Manual (if applicable)
- DMH Letter 98-13 (Uniform Method of Determining Ability to Pay)
- Title 22 C.C.R. Div. 3, Chpt. 3
- Title 22 C.C.R. Div. 4
- Title 22 C.C.R. Div 5
- Perinatal Practice Guidelines at: https://www.dhcs.ca.gov/services/MH/Documents/Perinatal-Practice-Guidelines-2025.pdf
- Title 22 Section 551341.1
  Adolescent Substance Use Disorder Best Practices Guide at https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.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
- Code of Ethics – Policy 108
- Cultural Competence – Policy 162
- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Ordering, Receiving, and Paying for Medications – Policy 547
- Psychotropic Medication Prescribing and Monitoring – Policy 548
- Psychotropic Medication – Informed Consent for Psychotropic Medication – Policy 549
- Health Privacy & Security – Board of Supervisors Policy B-23
- 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
- Riverside County Mental Health Plan
- Riverside University Health System – Behavioral Health – Outpatient Provider Manual
- Riverside University Health System – Behavioral Health – Inpatient Provider Manual
- Riverside University Health System – Behavioral Health – Medications Guidelines
- County and Departmental policies, as applicable to this Agreement
- All RUHS-BH Letters and Bulletins as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **SOCIAL SCIENCE SERVICES, INC. dba CEDAR HOUSE LIFE CHANGE CENTER AT ARLINGTON**
PROGRAM NAME: **DMC-ODS**
DEPARTMENT ID: **4100514408-55600/55800**

A. MAXIMUM OBLIGATION:
COUNTY'S maximum obligation for FY 2026/2027 shall be $6,722,490.00 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES
Schedules present (for planning purposes only) budgetary and rate 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, and maximum obligation. Schedule K contains line-item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

☒ Schedule I

☒ Schedule K

☒ Schedule P

C. REIMBURSEMENT:
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 Schedule I or P, 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.

D. 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.

E. RECONCILIATION:
The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. 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 combined final year-end reconciliation 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. Refer to Section J. MUTUAL COST RECONCILIATION, for year-end cost reconciliation options.

☒ The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.

☒ The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section K. PAYMENT RECONCILIATION, for payment reconciliation requirements.

☒ The final year-end reconciliation for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in Schedule I and/or Schedule K. Refer to Section K. PAYMENT RECONCILIATION, for payment reconciliation requirements.

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

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

4. 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.

5. 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.

6. 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.

7. 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.

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

9. 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.

10. 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 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 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 reconciliation 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 reconciliation 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. In addition, CONTRACTOR'S failure to comply with Network Adequacy reporting requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

5. Notwithstanding the provisions stated 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 ($1/12^{th}$) monthly basis, or based upon the actual cost invoice by expenditure category.

   a. CONTRACTOR will be responsible for entering all service-related data into the COUNTY's MIS (i.e. ELMR, CalOMS) on a monthly basis and approve their services in the MIS for electronic batching (invoicing) and subsequent payment.
   b. CONTRACTOR is required to enter all units of service into COUNTY's MIS no later than 5:00 p.m. on the fifth (5^{th}) calendar day following the date of service. Late entry of services into 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**. CONTRACTOR PIF form and invoice 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 (5^{th}) 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 submission and the submission of a signed PIF and invoice, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
   f. Failure to enter and approve all applicable services into the MIS, for the applicable month, faxing and/or e-mailing the signed PIF and invoice, 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.

6. CONTRACTOR shall generate a monthly invoice for payment through the MIS batching process.

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

8. To ensure 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 not in effect. CONTRACTOR shall provide

COUNTY with a print screen from the Medi-Cal eligibility website indicating Medicare and/or insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and comment "Medicare/OHC Termed" on documentation provided to the COUNTY.

9. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF and invoice is received by the COUNTY.

10. Pursuant to Section III. 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 recovery and/or considered an overpayment by COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILIATION:

DHCS Behavioral Health Information Notice (BH-IN) 23-023, dated June 1, 2023, outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.

    a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Contracts Administration Unit email inboxes. (CostReport@ruhealth.org; BHContracts@ruhealth.org)
    b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete the following steps.
        i. CONTRACTOR should provide all applicable supporting financial information, as determined appropriate by the COUNTY. Cost reconciliation documents shall detail the actual cost of services provided.
        ii. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as amended.
        iii. If denied, CONTRACTOR may resubmit justification for further review.

K. PAYMENT RECONCILIATION:

If required per Section E., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall review COUNTY provided reconciliation documentation and provide any additional supporting documentation as appropriate to reconcile to payment within Forty-five (45) calendar days of receipt from COUNTY.

1. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as amended.

2. All CONTRACTORS must send one representative to the COUNTY'S annual payment reconciliation training that covers the preparation of the year-end payment reconciliation documents. 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 payment reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.

3. CONTRACTOR will be notified in writing by COUNTY, if the payment reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain 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.

4. The payment reconciliation 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 the payment reconciliation shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.

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

6. 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 reconciliation. 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).

L. 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 Contracts Administration Unit. The CONTRACTOR shall submit properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. 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 XLII. 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.

N. 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.

O. 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 maintenance 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 reconciliation. 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.

RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH
SCHEDULE I

CONTRACT PROVIDER NAME:	Social Science Services, Inc., dba Cedar House Life Change Center		**FISCAL YEAR**
REGION:	SUBSTANCE ABUSE PREVENTION AND TREATMENT - ARC	**ELMR Provider Number**	**2026/2027**
ASSIGNED DEPT. ID(S)	4100514408-55800/55600	198	

NEGOTIATED RATE MEDI-CAL

SERVICE REPORTING*	RESIDENTIAL - DAY RATE; ANCILLARY SERVICES - HOURLY RATE PER SCHEDULE P					
SERVICE TYPE*	**Detox, 3.2WM**	**Residential 3.3**	**Residential 3.5**	**Board and Care**	**Sobering Center**	
SYSTEM RU	36CHA32	36CHA33	36CHA35	36CHA32 36CHA33 36CHA35	36ARC50	
NEGOTIATED RATE	**$330.21**	**$341.57**	**$294.60**	**$24.72**	Actual Cost	
BUDGET 4100514408-55600					$1,022,490	
BUDGET 4100514408-55800	$800,000	$900,000	$2,752,811	$1,247,189		**TOTAL**
TOTAL CONTRACT MAXIMUM FY 2026/2027						**$6,722,490**

*Refer to Schedule P for Allowable Service Codes and Unit Duration, as well as Ancillary Services allowed in Residential

NPI	SERVICE ADDRESS	DMC	CALOMS	DISCIPLINE & CODE
408: 1588376024	10001 County Farm Road, Riverside, CA 92503	33CU	330053	RN-5, MD-1, LPHA-109, PSYCH-114, PA-107, NP-105, LCSW-46, AOD COUNSELOR-108, PEER-112

SCHEDULE K - BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: Cedar House Life Change Center at Arlington	FISCAL YEAR:	2026/2027
PROGRAM NAME: Sobering Center	PERFORMANCE PERIOD:	7/1/2026-6/30/2027
REGION/POPULATION: SAPT	MONTHLY REIMBURSEMENT:	ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: $1,022,490	YEAR END SETTLEMENT:	ACTUAL COST
	SAPT	
	Dept ID: 4100514408.55600	
	RU: 36ARC50	
MODE OF SERVICE:	60	
SERVICE FUNCTION:	60	
SERVICE TYPE:	NON-DMC	
1. Personnel Expenditures (from Staffing Detail)	TOTAL CONTRACT	
a. Personnel Expenditures (from Staffing Detail)	$536,963	
b. Employee Benefits	$125,949	
Total Personnel Expenditures	$662,912	
2. Operating Expenditures		
a. Professional Services	$13,857	
b. Translation and Interpreter Services	$0.00	
c. Travel and Transportation	$34,797	
d. Maintenance/ Repairs	$1,970	
e. Furniture	$0.00	
f. Equipment	$1,694	
g. Utilities	$12,134	
h. Lease	$114,373	
i. General Office Expenditures	$18,438	
j. Testing Supplies/ Services	$21,407	
k. Other Operating Expenses	$7,540	
Total Operating Expenditures	$226,209	
Total Program Cost	$889,122	
3. Indirect Administrative Expenses		
a. Quality Support, Training and Development, Regional Administration	$33,342	
b. Executive, Finance, Human Resources, Management Information Systems	$100,026	
Total Indirect Administrative Expenses	$133,368	
Total Budget	**$1,022,490**	

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH SCHEDULE P FY 2026/2027

ELMR Service Code	ELMR Service Code Discription	Sched I Category	State Code	State Code Description	Unit Duration	Max Units Daily	PA / PA-CT 107	NP / NP-CT 105	RN / RN-CT $	MD/DO _ MD/DO - Clerks 1	LVN / LVN-CT	PhD/PsyD-CT	LCSW-CT LMFT-CT LPCC-CT	LPT / LPT-CT	LOT / LOT-CT	Medical Asst (MA)	ADD Counselor 108	Other Qualified Provider (OQP)	Peer 112
			PROVIDER TYPE HOURLY RATE				$ 402.04	$ 402.04	$ 323.37	$ 859.95	$ 194.34	$ 269.30	$ 256.48	$ 173.92	$ 218.86	$ 193.53	$ 250.53	$ 218.86	$ 223.24
**SA1013	Interpretive Services	Service Code Specific (Add-On Code)	T1013	Sign language or oral interpretive services, 15 minutes	15	96	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 31.88	
**SA1013P	Interpretive Services (PERI)	Service Code Specific (Add-On Code)	T1013	Sign language or oral interpretive services, 15 minutes	15	96	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 30.92	$ 31.88	
SA321RSIN	Relapse Prevention Individual	3.1, 3.3,3.5,RS	H2017	Psychosocial Rehabilitation	15	96	$ 100.51	$ 100.51		$ 214.99	$ 48.59		$ 64.12	$ 43.48	$ 54.72	$ 48.38	$ 62.63	$ 54.72	
SA321RSINP	Relapse Prevention Individual Perl	3.1, 3.3,3.5,RS	H2017	Psychosocial Rehabilitation	15	96	$ 100.51	$ 100.51		$ 214.99	$ 48.59		$ 64.12	$ 43.48	$ 54.72	$ 48.38	$ 62.63	$ 54.72	
SA322RSGR	Relapse Prevention Group	3.1, 3.3,3.5,RS	H2017	Psychosocial Rehabilitation	15	96	$ 22.34	$ 22.34		$ 47.77	$ 10.80		$ 14.25	$ 9.66	$ 12.16	$ 10.75	$ 13.92	$ 12.16	
SA322RSGRP	Relapse Prevention Group Perl	3.1, 3.3,3.5,RS	H2017	Psychosocial Rehabilitation	15	96	$ 22.34	$ 22.34		$ 47.77	$ 10.80		$ 14.25	$ 9.66	$ 12.16	$ 10.75	$ 13.92	$ 12.16	
SA368RSCM	Recovery Monitoring	3.1, 3.3,3.5,RS	H2015	Comprehensive community support services	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59		$ 64.12	$ 43.48	$ 54.72		$ 62.63	$ 54.72	
SA368RSCMP	Recovery Monitoring Perl	3.1, 3.3,3.5,RS	H2015	Comprehensive community support services	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59		$ 64.12	$ 43.48	$ 54.72		$ 62.63	$ 54.72	
SA468CM	Care Coordination	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, PH,RS	Standalone T1017	Targeted Case Management	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59	$ 67.33	$ 64.12	$ 43.48	$ 54.72	$ 48.38	$ 62.63	$ 54.72	
SA468CMP	Care Coordination Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, PH,RS	Standalone T1017	Targeted Case Management	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59	$ 67.33	$ 64.12	$ 43.48	$ 54.72	$ 48.38	$ 62.63	$ 54.72	
SA520MAT	Med Assisted Tx	1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, RS	Standalone H0033	Medication Training and Support	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59			$ 43.48	$ 54.72	$ 48.38			
SA520MATP	Med Assisted Tx Perl	1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, RS	Standalone H0033	Medication Training and Support	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59			$ 43.48	$ 54.72	$ 48.38			
SA520MNT	Monitoring MAT	1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, RS	Standalone H0034	Oral Med Administration, Direct Observation	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59			$ 43.48		$ 48.38			
SA520MNTP	Monitoring MAT Perl	1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5, RS	Standalone H0034	Oral Med Administration, Direct Observation	15	96	$ 100.51	$ 100.51	$ 80.84	$ 214.99	$ 48.59			$ 43.48		$ 48.38			
SA600MDC	Clinician Consultation	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	Standalone 99368 **SA1013 Add-On Not Allowed	Med Team Conference w/Interdisciplinary Team. Patient and/or Family Not Present.	31+	1	$ 402.04	$ 402.04	$ 323.37			$ 269.30	$ 256.48			$ 193.53			
SA600MDCP	Clinician Consultation Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	Standalone 99368 **SA1013 Add-On Not Allowed	Med Team Conference w/Interdisciplinary Team. Patient and/or Family Not Present.	31+	1	$ 402.04	$ 402.04	$ 323.37			$ 269.30	$ 256.48			$ 193.53			
SA601MD	MD Consultation	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	Standalone 99367 **SA1013 Add-On Not Allowed	Medical team conference with interdisciplinary team of health care professionals, patient and/or family not present, 30-1440 minutes; participation by physician	31+	1				$ 859.95									
SA601MDP	MD Consultation Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	Standalone 99367 **SA1013 Add-On Not Allowed	Medical team conference with interdisciplinary team of health care professionals, patient and/or family not present, 30-1440 minutes; participation by physician	31+	1				$ 859.95									
SA621	Peer SU Therapeutic Activity	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0038	Self-help/peer services	15	96													$ 55.81
SA621P	Peer SU Therapeutic Activity Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0038	Self-help/peer services	15	96													$ 55.81
SA622	Peer SU Engagement	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0038	Self-help/peer services	15	96													$ 55.81
SA622P	Peer SU Engagement Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0038	Self-help/peer services	15	96													$ 55.81
SA623	Peer SU Education Groups	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0025	Behavioral health prevention education service	15	96													$ 12.40
SA623P	Peer SU Education Groups Perl	0.5, 1.0, 1.0WM, 2.0WM, 2.1, 2.5, 3.2, 3.1, 3.3, 3.5,PH, RS	H0025	Behavioral health prevention education service	15	96													$ 12.40

ELMR Service Code	ELMR Service Code Discription	Sched I Category	State Code	State Code Description	Unit Duration	Max Units Daily	
SA110DTX	Detox Inpatient	3.2WM	H0012	AOD Services; Sub-Acute Detoxification 3.2	1440	1	Not Practitioner Based, Rate per Sched I
SA110DTXP	Detox Inpatient (PERI)	3.2WM	H0012	AOD Services; Sub-Acute Detoxification 3.2	1440	1	Not Practitioner Based, Rate per Sched I
SA210R33	Residential Level 3.3	3.3	H0019	Behavioral Health Long Term Residential 3.3	1440	1	Not Practitioner Based, Rate per Sched I
SA210R33P	Residential Level 3.3 (PERI)	3.3	H0019	Behavioral Health Long Term Residential 3.3	1440	1	Not Practitioner Based, Rate per Sched I
SA210R35	Residential Level 3.5	3.5	H0019	Behavioral Health Long Term Residential 3.5	1440	1	Not Practitioner Based, Rate per Sched I
SA210R35P	Residential Level 3.5 (PERI)	3.5	H0019	Behavioral Health Long Term Residential 3.5	1440	1	Not Practitioner Based, Rate per Sched I
SA190RAB	Room and Board	3.2WM, 3.1, 3.3, 3.5, 3.7WM, 4.0WM	N/A	N/A	1440	1	Not Practitioner Based, Rate per Sched I
SA190RABP	Room and Board (PERI)	3.2WM, 3.1, 3.3, 3.5, 3.7WM, 4.0WM	N/A	N/A	1440	1	Not Practitioner Based, Rate per Sched I
SA191CRB	Children Room and Board	3.2WM, 3.1, 3.3, 3.5, 3.7WM, 4.0WM	N/A	N/A	DAY	1 per child	Not Practitione Program Specific
SA191CRBP	Children Room and Board (PERI)	3.2WM, 3.1, 3.3, 3.5, 3.7WM, 4.0WM	N/A	N/A	DAY	1 per child	Not Practitione Program Specific

Riverside University
HEALTH SYSTEM
Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider

Attachment A
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Provider Name (Print)

_____
Signature

_____
Print Name/Title

_____
Date

Riverside University HEALTH SYSTEM Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider

Attachment B
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** ____ a. initial filing b. material change **For Material Change Only:** Year ____ Quarter ____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.) (if individual, last name, first name, middle)	
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned **12. Form of Payment (check all that apply):** __ a. cash __ b. in-kind; specify: Nature _____ Actual _____	**13. Type of payment** (check all that apply): __ a. retainer __ b. one-time fee __ c. commission __ d. contingent fee __ e. deferred __ f. other; specify:	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes____ (Number _____) No ____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ **Page** ____ **of** ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT		
Program/Clinic Name	RU #	Name of Reporting Staff
Client/Person (Last Name, First Name)	DOB	RUHS – BH Client ID

If the incident involved a person other than the client such as an employee or visitor, provide the person's name and contact number in Section D.

The above named client/person was involved in an act/action which ☐ meets ☐ may meet (check one) the requirements of the formation of the Adverse Incident Committee. The incident falls into the following reportable incident category(ies).

- ☐ All client deaths for any cause
- ☐ Incident involving significant dangerousness to self, including serious suicide attempts or self-injury
- ☐ Incident involving significant dangerousness to others, including serious assaults, homicide attempts and homicides
- ☐ Incident involving significant injury that required medical intervention for any client or visitor at a program site or during a treatment activity off-site.

Specific location where the incident occurred:

Date/Time of Incident:

Date/Time first reported to RUHS-BH:

RUHS-BH staff first reported to:

Submit this form to BH-IncidentRPT@ruhealth.org:

Brief summary of incident:

Family/Legal Guardian - Aware of Incident: ☐ Yes ☐ No

Family Attitude/Response:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT (Continued)
THE EVENTS WHICH OCCURED ARE AS FOLLOWS:

SUBMIT REPORT TO SUPERVISOR WITHIN ONE BUSINESS DAY OF INCIDENT	
Report submitted to:	
Submission completed: Date:	Time:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR

Client/Person (Last Name, First Name)	RUHS – BH Client ID

Diagnosis

1.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary
2.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary
3.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary

Medications: ☐ On medication(s) (list below) ☐ No Medication(s) ☐ Unknown

	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			

Suspected or Known Substance Use Disorder(s): ☐ Yes ☐ No

If yes, describe:

Treating Psychiatrist: ☐ Program MD ☐ Private MD

Supervisor's Comments/Concerns/Issues Identified:

Supervisor's action(s) taken:

☐ Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.

☐ Urgent RUHS – BH Administration notification recommended. *Refer to Policy 248.* If yes, requires IMMEDIATE filing of report to Regional Manager/Administrator.

Regional Manager/Administrator Must Be Notified ASAP or within three (3) business days.

Manager/Administrator Notified:	Date/Time Notified:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS

Client/Person (Last Name, First Name)	RUHS – BH Client ID

Reviewer(s) concur with supervisor whether Workplace Violence Report provision applies: ☐ Yes ☐ No	
If No, action taken by reviewer(s):	
Sheriff Investigation Report Needed? ☐ Yes ☐ No	
If Yes, Date Requested:	
Name of Person who requested report:	
Coroner Autopsy Report Needed? ☐ Yes ☐ No	
If Yes, Date Requested:	
Name of Person who requested report:	

Incident Reviewed By (Name and Job Classification)			
1.			
2.			
3.			
4.			
Date of Review:		Period of Treatment Reviewed:	

Policy, Procedure, Program Issues Identified

☐ Coordination of Care with PCP	☐ Coordination of Care with another service or provider
☐ Identification of a Substance Use Disorder	☐ Referral to Substance Use or Co-Occurring Disorder Treatment
☐ Risk Assessment	☐ Follow-up after missed appointment or "No-Show"
☐ Monitoring of psychotropic medications	☐ Psychotropic Medication Poly-pharmacy
☐ Prescribing controlled substance to a known substance abuser	☐ Other medication-related issue
☐ Delay in getting appt. within reasonable time	☐ Case closed without adequate efforts to contact or engage/re-engage client
☐ Client lost to follow-up/unable to locate	☐ Other Issue(s)

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS (Continued)

Review Summary/Comments/Findings

Licensing Issues Identified

Does this incident involve a possible professional staff license/certification violation? ☐ Yes ☐ No

Does this incident involve a possible facility licensing violation? ☐ Yes ☐ No

If yes, briefly describe violation:

If Yes, has licensing agency been notified? ☐ Yes ☐ No

Has copy of incident report from licensee to licensing agency been obtained? ☐ Yes ☐ No
(If Yes, attach copy of report)

Review Recommendations and Corrective Action Plan(s)

Recommendation(s)/Plan(s)	Person Responsible	Proposed Completion Date

Administrator Signature

Administrator Signature

Date

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION D – WITNESS REPORTS (If Applicable)	
1.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
2.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
3.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
4.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
5.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE COUNTY INFORMATION TECHNOLOGY

VPN Access Agreement – Vendor

VERSION 1.0 | DATE OF REVISION 2015-08-18

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

I, the individual named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.

USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.

2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

   The Remote Access User agrees to never access Confidential Information for "curiosity viewing." The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.

4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.

5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.

6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

   Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

   Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.

8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become

effective, and Riverside County will not grant remote access, unless this agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement:

    a. Suspend or terminate Remote Access User's access to Riverside County Information Systems.
    b. Bring legal action to enforce this Agreement.
    c. Notify the appropriate authorities if necessary.

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

1. Vendor will require each employee who which has been granted remote access to Riverside County Information Systems to sign a separate Remote Access User Agreement with Riverside County and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords.
2. Vendor agrees to train employees on the requirements of this Agreement and is responsible for its employee's compliance with all provisions of this Agreement.
3. Vendor must notify the sponsoring department listed on this form or the Riverside County Help Desk at (951) 955-9900 within 12 hours of an employee's termination. Riverside County will terminate such user's remote access upon notification.
4. This Agreement cannot be transferred or otherwise assigned to other employees.
5. Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

Notwithstanding the above, Riverside County may terminate this Agreement and any user's remote access at any time for any reason. County of Riverside appreciates your support and understanding in this matter. By signing this agreement, you acknowledge your understanding of, and agreement with, the terms of County of Riverside network use.

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

REQUESTING USER SIGNATURE _____ DATE _____

AUTHORIZED AGENT OF VENDOR

AGENT NAME
AGENT TITLE
VENDOR NAME

VENDOR AUTHORIZED AGENT SIGNATURE _____ DATE _____

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME	Ashley Trevino-Kwong
SUPERVISOR / MANAGER TITLE	Administrative Services Manager
COUNTY AGENCY / DEPARTMENT	RUHS-BH

SUPERVISOR / MANAGER SIGNATURE _____ DATE _____

RIVERSIDE COUNT Y INFORMATION TECHNOLOGY

VPN Account Request Form – Vendor

VERSION 1.0 | DATE OF REVISION 2015-11-03

This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below.

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature.
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Ashley Trevino-Kwong	
TITLE Administrative Services Manager	
COUNTY AGENCY / DEPARTMENT RUHS-Behavioral Health	
EMAIL AJTrevino@ruhealth.org	PHONE 951-358-4739

USER REQUESTING ACCESS

FIRST NAME		
LAST NAME		
JOB TITLE		
VENDOR NAME		
OFFICE STREET ADDRESS		
CITY	STATE	ZIP CODE
OFFICE PHONE		
EMAIL ADDRESS		

ACCOUNT DETAILS

DEPARTMENT BILLING STRING 10000.4100413651.83600
VPN GROUP NAME Mental Health
ASSIGN SAME RIGHTS AS STAFF MEMBER
DESCRIPTION / PURPOSE OF ACCESS REQUIRED

Riverside University
HEALTH SYSTEM
Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider
Attachment E

OWNERSHIP DISCLOSURE

Per 42 CFR 455.104 and 455.105, providers who are entering into or renewing an agreement with the County are to disclose the following: 1) identity of all owners with a control interest of 5% or greater, and 2) certain business transactions as described in 42 CFR 455.105. If there are any changes to the information disclosed on this form, an updated form should be completed and submitted to provider's assigned analyst within 30 days of the change. Please attach a separate sheet if necessary to provide complete information.

Contractor Full Legal Name (Printed)	Federal ID Number (or n/a)

For individuals, list the name, title, address, date of birth (DOB) and Social Security Number (SSN) for each individual having an ownership or control interest in this provider entity of 5% or greater. For entities, list the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership or control interest of 5% or greater. Please attach a separate sheet if necessary. (42 CFR 455.104)

Name of Individual or Entity	DOB	Address	SSN or TIN

Are any of the individuals listed above related to each other? ☐Yes ☐ No
If yes, list the individuals named above who are related to each other (spouse, sibling, parent, child)

Name(s)	Relation

Are there any subcontractors that the disclosing entity has direct or indirect ownership of 5% or more? ☐ Yes ☐ No

If yes, list the name and address of each person with an ownership or controlling interest in any subcontractor used in which the disclosing entity has direct or indirect ownership of 5% or more.

Name of Individual or Entity	DOB	Address	SSN or TIN

Business Transactions: Has the disclosing entity had any financial transaction with any subcontractors totaling more than $25,000 or any significant business transactions with any subcontractors?
☐ Yes ☐ No

If yes, list the ownership of any subcontractor with whom this provider has had business transactions totaling more than $25,000 during the previous twelve month period; and any significant business transactions between this provider and any wholly owned supplier, or between the provider and any subcontractor, during the past 5-year period. (42 CFR 455.105)

Name of Supplier/Subcontractor	Address	Transaction Amount

Are there any person who has an ownership interest in or is a managing employee[1] of the CONTRACTOR who has been convicted of a crime related to federal health care programs and any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.? ☐ Yes ☐ No

Name(s)	Type of Affiliation

I certify under penalty of perjury under the laws of the State of California that the information provided herein is true, complete and accurate. Failure to disclose required information, or the submission of false or misleading information may result in denial or termination of this Agreement, recoupment of funds, administrative sanctions, and/or referral for civil or criminal enforcement under State and/or Federal laws. I agree to submit updated disclosures within 30 days of any change in the above-information.

_____ _____
Signature Title

_____ _____
Name (printed) Date

[1] For purposes of this disclosure, the terms 'managing employee' and 'agent' shall the meanings set forth in 42 CFR sec. 455.101.

Riverside University
HEALTH SYSTEM
Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider
ATTACHMENT F

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

Contractor certifies that it will promptly notify County in writing if, during the term of the Agreement, it becomes subject to or aware of any circumstance that would render this certification inaccurate. Contractor acknowledges that any false or misleading certification constitutes a material breach of the Agreement and may result in termination for cause and any other remedies available at law or equity.

Contractor Name (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

Riverside University HEALTH SYSTEM Behavioral Health

Date: Tuesday, April 28, 2026

From: Matthew Chang, Director, Riverside University Health System-Behavioral Health

To: Meghan Hahn, Director, Purchasing & Fleet Services

Via: Ryan Prado, Administrative Analyst I, (951) 358 3153

Subject: Request for Single Source Procurement; Request for Arlington Recovery Center (ARC) and Sobering Center

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of $5,000 or more for goods and/or services.

☒ Single Source ☐ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☐ Supplier Quote ☐ Supplier Sole Source Letter ☒ Final draft agreement

☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement

☐ Other:_____

1. Requested Supplier Name: Social Science Services, Inc. dba Cedar House Life Change Center Supplier ID: 25856

   a. Describe the goods/service being requested:
   Social Science Services dba Cedar House Life Change Center operates and provides services for the County-owned Arlington Recovery Center (ARC) and Sobering Center. The ARC and Sobering Center includes 48 treatment beds, 6 detox beds, and 15 sobering stations and is located at 10001 County Farm Road Riverside, CA 92503. The ARC and Sobering Center offer a fully integrated approach to treating serious mental health and substance use disorders, with the purpose of providing opportunities for diversion from incarceration and correctional facilities, reducing recidivism, and engaging consumers in restorative justice activities.

   b. Explain the unique features of the goods/services being requested from this supplier:
   Facility services include treatment of services based on the integrated model of care that provides intensive treatment, care coordination, case management,

support and wrap-around services based on the principles of mental health and substance abuse recovery. Social Science Services dba Cedar House Life Change Center shall provide services for populations at multiple levels and types of Behavioral Health services including: Residential Services ASAM Level 3.5, Withdrawal Management ASAM Level 3.2-WM, Medication for Addiction Treatment (MAT), Recovery Services, Clinician Consultation, Certified Peer Support Services, Care Coordination, and Sobering Center operations.

c. What are the operational benefits to your department?
Social Science Services dba Cedar House Life Change Center currently operates the 48 treatment beds, 6 detox beds, and 15 sobering station facility. Social Science Services dba Cedar House Life Change Center was selected as the bidder in RFP #MHARC-268 for Substance Abuse Prevention and Treatment-Drug Medi-Cal Services (SAPT-DMC) Arlington Recovery Community and Sobering Center.

d. Provide details on any cost benefits/discounts.
The program supports members by providing opportunities for diversion from incarceration and correctional facilities, reducing recidivism, and engaging in restorative justice activities. It is in the best interest of the County to continue contracting with Social Science Services dba Cedar House Life Change Center while RUHS-BH carries out the RFP process and allows the department time to go through the competitive bid and licensing process for these services.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☒ Yes ☐ No

a. If yes, please explain why you are requesting to utilize an SSJ process?
RUHS-BH is seeking a continuance and extension of this agreement for the period of July 1, 2026 through June 30, 2029 to ensure a seamless and effective response to the DHCS's adoption of the ASAM Criteria 4th edition. This extension is essential for the following reasons:

- **Comprehensive ASAM 4.0 Integration**: The new ASAM criteria introduces significant changes in clinical placement, requiring updates to licensing and certification. The proposed timeframe allows RUHS-BH to fully assess program readiness, align internal policies, update documentation, and secure all necessary regulatory approvals without risk to service continuity.
- **Optimized Procurement Timeline**: Extending the contract supports a longer, more strategic procurement process founded on informed program specifications. This will attract higher-quality bids, allow thorough vendor evaluation, and facilitate stronger competition—leading to better service delivery, provider balance, and fiscal oversight.

- **Maintained Operational Stability**: Without delay in contractor transition, RUHS-BH minimizes disruption to core behavioral health services. Continuity of care safeguards clients during the critical ASAM implementation phase, ensuring patient safety and program integrity.
- **Future-Focused Planning**: The additional duration provides time to pilot and refine care model adaptations driven by ASAM updates, establish performance measurement frameworks, and onboard new providers in a structured manner—positioning the County to meet projected growth and quality benchmarks.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number)*.

☐ Yes SSJ# ____ ☒ No

a. What was the total annual and aggregate amount? N/A

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 26/27	FY 27/28	FY 28/29	Total
Total Annual Costs: Residential Treatment Services and Sobering Center Operations	$6,722,490	$6,722,490	$6,722,490	$20,167,470
Other Costs: 20% Additional Compensation	$1,344,498	$1,344,498	$1,344,498	$4,033,494

* *Total combined cost for the three fiscal years, including additional compensation, shall not exceed $24,200,964, which is allocated as follows: FY26/27 -* $8,066,988, FY27/28 - $8,066,988, and FY28/29 - $8,066,988)

5. Period of Performance: July 1, 2026 to June 30, 2029

Ratify Start Date (if applicable): ____

Initial Term Start Date: July 1, 2022 End Date: June 30, 2029

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/End Date: June 30, 2029

6. Projected Board of Supervisor Date (if applicable): N/A

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Amy McCann		4/28/2026
Print Name	**Department Head Signature** (Executive Level Designee)	**Date**

PCS Reviewed:

Melanie Hurst	Melanie Hurst	6/1/2026
Print Name	**Signature**	**Date**

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to **psolesource@rivco.org**, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time $_____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost $ 24,200,964

☐ Aggregate Amount $_____

Stacy Orton	6/9/2026	26-194
Purchasing Agent Signature	**Date**	**Tracking Number** (Reference on Purchasing Documents)