

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

COMMON GOALS, INC.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provision of outpatient rehabilitative treatment services for Medi-cal beneficiaries for the recovery and treatment of alcohol/drug dependency.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$510,688
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<u>X</u>	___
(§7)	Automobile Liability	<u>X</u>	___
	(\$ 300,000) Personal Auto ___ (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy ___		
(§8)	Workers' Compensation	<u>X</u>	___
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	___

LICENSES

Designate all required licenses:
(§14) All licenses as required for services contemplated under this Agreement.

NOTICE & IDENTIFICATION

(§33) **Contractor: Common Goals, Inc.**
256 Buena Vista Street, Suite 100
Grass Valley, California 95945
Contact Person: Joseph J. Festersen
Phone: (530) 274-2000 / 274-2116 (fax)
E-mail: joe@commongoalsinc.org

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Phebe Bell
Phone: (530) 470-2784
E-mail: Phebe.Bell@co.nevada.ca.us

Funding: 1589-40105-493-7831/521520;
1589-40105-493-7831/521525

CFDA No.: 93.778
CFDA Agreement No.: 17-TBD

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.	___ Other	___ LLC	___ Non-profit
Partnership:	___ Calif.	___ Other	___ LLP	___ Limited
Person:	___ Indiv.	___ DbA	___ Ass'n	___ Other

EDD: Independent Contractor Worksheet Required: ___ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	___
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	___
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	___
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	___
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u>X</u>	___

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including

personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Joseph J. Festersen
Administrator

Richard Anderson
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

**EXHIBIT “A”
SCHEDULE OF SERVICES
COMMON GOALS, INC.**

Common Goals, Inc., hereinafter referred to as “Contractor”, shall provide outpatient treatment services American Society of Addiction Medicine (ASAM) Level 1.0, Intensive Outpatient Services ASAM Level 2.1, and Recovery Services for Medi-Cal Beneficiaries for the recovery and treatment of alcohol/drug dependency for the Nevada County Department of Behavioral Health, hereinafter referred to as “County”. The service program will be for adults (over the age of 21) both male and female; and adolescents both male and female (under age 21). Contractor shall also provide Recovery residences for Adult Drug Court (ADC) participants.

Program Statement:

Common Goals, Inc. provides education and treatment services to persons affected by the disease of alcoholism and/or other drug addictions. The treatment programs provided by Common Goals are designed to help individuals and families achieve and maintain healthy and rewarding lifestyles free from illicit and non-prescribed drugs and medications, leading to long-term self-sufficiency and the restoration of family systems.

A. OUTPATIENT SERVICES:

Outpatient Drug Free (ODF) services (ASAM Level 1) are counseling services provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) to be medically necessary and in accordance with an individualized client plan. ASAM level 1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).

Intensive Outpatient Treatment (IOT) (ASAM Level 2.1) are structured programming services provided to beneficiaries a minimum of nine (9) hours with a maximum of nineteen (19) hours a week for adults, and a minimum of six (6) hours with a maximum of nineteen (19) hours a week for adolescents, when determined by a Medical Director or LPHA to be medically necessary and in accordance with the individual treatment plan. Services consist of intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention, treatment planning, and discharge services. ASAM level 2.1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).

For group counseling in ODF and IOT, one or more therapists treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. At least one participant in the group session must be Drug Medi-cal (DMC) eligible to claim DMC reimbursement for the group session. (Title 22 §51341.1).

ODF and IOT Program Treatment Services:

Services shall include but not necessarily be limited to the following:

- Substance abuse counseling and education;
- Individual, group, and family counseling;
- Sexual and physical abuse counseling;
- Parenting education; mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
- Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant;
- Education on HIV/AIDS transmission and access to testing;
- Education on Tuberculosis (TB) and Hepatitis C and access to testing;
- Coordination of ancillary services (i.e. assistance in accessing and completing dental services, social services, community services, educational/vocational training, and other services which are medically necessary to prevent risk to fetus or infant); referral to pertinent community services according to client treatment/discharge plans;
- Gender specific substance abuse treatment and other therapeutic interventions for women which addressing issues of relationships, sexual and physical abuse, and parenting;
- Sufficient case management to ensure that women and their children have access to primary medical care, primary pediatric care, gender specific substance abuse recovery and treatment, and other needed services.

Case Management: This is a service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 Code of Federal Regulations (CFR) Part 2, and California law. The components of case management include:

1. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
2. Transition to a higher or lower level of Substance Use Disorder (SUD) care;
3. Development and periodic revision of a client plan that includes service activities;
4. Communication, coordination, referral, and related activities;
5. Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
6. Monitoring the beneficiary's progress; and
7. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

Physician Consultation: Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with the client; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific clients, and to support DMC providers with complex cases which may address medication

selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

Assessments: Assessments shall be face-to-face and performed by qualified staffing. If the face-to-face assessment is provided by a certified counselor, face-to-face interaction must take place, at minimum, between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or LPHA. This interaction also must be documented appropriately in the medical record to establish the determination of medical necessity for the beneficiary. The purpose of assessing a participant is to determine an appropriate current Diagnostic and Statistical Manual of Mental Disorders (DSM) Axis I diagnosis of a substance-related disorder, to establish medical necessity, and to arrive at the appropriate level of care. The level of care entails both the number of contacts per week the participant is expected to make during treatment, the expected level of time that the participant will remain in the program and the Urine Analysis (UA) testing schedule. Each participant will be assigned to an appropriate group and primary counselor, as determined by the Contractor's Program Director or Assistant Program Director. Each program includes appropriate individual counseling. ASAM level of care data shall be recorded in the client chart and reported to the county for each assessment. The Youth ASAM tool shall be used for Youth (age 13-17). Medical necessity for an adolescent individual shall be assessed to be at risk of developing a SUD. The adolescent individual shall also meet the ASAM adolescent criteria.

Participants referred and authorized for services by the Nevada County Probation Department will have been administered the following assessments instruments:

- SASSI-3 (Substance Abuse Subtle Screening Inventory)
- Full ASAM assessment
- MAST (Michigan Alcohol Screening Test)
- Beck Depression Inventory
- Anger Management Assessment - a 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

Re-Assessments: Re-assessments shall occur a minimum of every 90 days, unless there are significant changes warranting more frequent re-assessments. ASAM Level of Care data shall be entered into the client's medical record for each assessment and re-assessment.

Individualized Plan: Contractor shall be responsible for developing an individualized written treatment plan for each participant within 30 days of intake. The individualized plan is developed between the participant and the counselor and/or therapists. The Medical Director or LPHA will determine whether treatment services are medically necessary and approve the treatment plan within 15 days of signature from counselor and/or therapist. The plan shall be reviewed and updated at minimum every 90 days. The purpose of the treatment plan is to allow the program and the participant to track the participant's progress in a measurable manner through setting goals for recovery and documenting their progress. A treatment plan appointment will be scheduled within 30 days of the intake appointment. Each treatment plan is individualized to each participant. The purpose of the treatment plan is to identify the participant's problem areas in the following categories:

1. Drug use
2. Medical
3. Legal
4. Psychosocial
5. Education
6. Employment/Vocational
7. Financial
8. Discharge

These problem areas can be reflected on the treatment plan by using the six dimensions of the ASAM criteria.

At a minimum the plan will include the following:

- Statement of problems to be addressed while in treatment.
- Statement of goals to be reached which address each problem.
- Action steps to be taken by the participant and/or the program target dates for the accomplishment of the action steps and/or goals or, whenever possible, resolution of the problem.
- Target dates for the accomplishment of action steps and goals.
- A description of the services including the type of counseling to be provided and the frequency thereof.
- The assignment of a primary counselor.
- Diagnosis with DSM code(s)

Outpatient substance abuse services to authorized participants of Nevada County shall also include the following:

- Drug testing (Substance Abuse Prevention and Treatment [SAPT] Discretionary funds)
- Referral to continuing self-help/support groups
- Prop 36 court support services
- PC1000 – Deferred Entry of Judgment Court ordered Drug Diversion programs
- Adult Drug Court & AB109 Outpatient Treatment Services

Program requirements:

1. Contractor is responsible for verifying participant's Medi-Cal eligibility status.
2. Services provided shall be in compliance with all state guidelines pertaining to DMC services; such as but not necessarily limited to the following:
 - A. Individuals who are DMC eligible are not placed on waiting lists due to budgetary constraints.
 - B. Services provided to DMC beneficiaries are equivalent to services provided to non-DMC participants.
 - C. No fees are charged to Medi-Cal beneficiaries for access to DMC services or for admission to a DMC treatment program. (exception - Share of Cost Medi-Cal beneficiaries)
 - D. Program complies with participant fair hearings, audit process, and DMC Provider Administrative Appeals.

- E. Termination of participant attending DMC services occurs only when the participant:
 - 1) Fails to return to the program
 - 2) Transfers to another program
 - 3) Meets program discharge criteria
- 3. Admission Criteria & Procedures for Outpatient Drug Treatment, Contractor shall perform all of the following:
 - A. Develop and use criteria and procedures for the admission of beneficiaries to treatment.
 - 1) Complete a personal medical and substance abuse history for each beneficiary upon admission to treatment.
 - 2) Complete an assessment of the physical condition of the beneficiary within 30 days of the admission to treatment date. The assessment shall be completed by either a physician, registered nurse practitioner, or physician assistant authorized by state law to perform the prescribed procedures. The physical exam requirements can be met by either:
 - a) A physical examination of the beneficiary.
 - b) A review of documentation of the beneficiary's physical examination that has been completed within the last 12 months.
 - c) If the physician has not reviewed or conducted a physical exam, the provider shall document the goal of obtaining a physical exam on the initial and updated treatment plans until the goal of obtaining a physical exam has been met.

4. Treatment Plan

- A. Contractor shall ensure that the initial treatment plan meets the following requirements:
 - 1) The counselor shall complete, type or legibly print name and sign within 30 calendar days of the admission date.
 - 2) The beneficiary shall review and approve the treatment plan within 30 days. In the case that the beneficiary refuses to sign the treatment plan the provider documents the reason for the refusal to sign and a strategy to engage the beneficiary to participate
 - 3) The physician or LPHA shall review, type or legibly print name and sign within 15 calendar days of signature by the counselor.
- B. Contractor shall ensure that the treatment plan is reviewed and updated as follows:
 - 1) The counselor shall review and sign the updated treatment plan no later than 90 calendar days after signing the initial treatment plan and no later than every 90 calendar days thereafter or when a change in problem identification or focus of treatment occurs, whichever comes first.

- 2) Within 15 calendar days of signature by the counselor, the physician or LPHA shall review, approve and sign all updated treatment plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan.
5. Progress notes shall be legible and completed as follows:
- A. The counselor shall record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual summaries and shall include:
 - 1) A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives and / or referrals.
 - 2) Information on a beneficiary's attendance including the date (month, day, year) and duration in minutes of each individual or group counseling session.
7. Continuing Services for Beneficiaries
- A. Continuing services shall be justified as follows:
 - 1) No sooner than 5 months and no later than 6 months from the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the counselor shall review the progress and eligibility of the beneficiary to receive treatment services.
 - 2) If the counselor recommends that the beneficiary requires further treatment, the physician or LPHA shall determine the need to continue services based on the following:
 - a) Medical necessity of continuing treatment.
 - b) The prognosis.
 - c) The counselor's recommendation for the beneficiary to continue.
 - 3) The Contractor shall discharge the beneficiary if the physician determines there is no medical necessity to continue treatment.
8. Discharge of a beneficiary may occur on a voluntary or involuntary basis. In addition to the following requirements on an involuntary discharge, Contractor must comply with:
- A. The Discharge Summary shall include:
 - 1) The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
 - 2) The reason for discharge.
 - 3) A narrative summary of the treatment episode.
 - 4) Beneficiary's prognosis.
9. Denial of Service, Involuntary Discharge from Service, or Reduction of Service

- A. Contractor shall inform all beneficiaries of their right to a Fair Hearing related to denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.
- 1) Contractor shall advise beneficiaries in writing at least 10 days prior to the effective date of the intended action to deny, reduce or terminate services. The written notice shall include:
 - a) Statement of Action the Contractor intends to take.
 - b) Reason for intended action.
 - c) A citation of the specific regulation(s) supporting intended action.
 - d) Explanation of beneficiary's right to a Fair Hearing for the purpose of appealing intended action.
 - e) An explanation that the beneficiary may request a Fair Hearing by submitting a written request to:

California Department of Social Service
 State Hearings Division
 P.O. Box 944243, MS 9-17-37
 Sacramento, CA 94244-2430
 Telephone: 1-800-952-5253
 T.D.: 1-800-952-8349
 - f) An explanation that the Contractor shall continue treatment services pending a Fair Hearing decision only if the beneficiary appeals in writing to the Department of Social Services for a hearing within 10 calendar days of the mailing or personal delivery of the notice of intended action.

B. RECOVERY SERVICES

Program Overview:

Recovery services are made available to eligible beneficiaries after they complete their course of treatment. Recovery Services are designed to emphasize the client'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 patients. Services are available to beneficiaries whether they are triggered, have relapsed, or as a preventative measure to prevent relapse. Recovery services may be provided by a LPHA, registered and certified substance use treatment counselor.

Recovery Services shall include:

- **Outpatient counseling services**: in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care. (Billed as "Individual Counseling" or "Group Counseling")

- **Recovery Monitoring**: Recovery coaching, monitoring via telephone and internet. (Billed as Recovery Monitoring/Substance Use Assistance)
- **Substance Abuse Assistance**: Peer-to-peer services and relapse prevention. (Billed as Recovery Monitoring/Substance Use Assistance)
- **Education and Job Skills**: Linkages to life skills, employment services, job training, and education services. (Billed as Case Management)
- **Family Support**: Linkages to childcare, parent education, child development support services, family/marriage education. (Billed as Case Management)
- **Support Groups**: Linkages to self-help and support, spiritual and faith-based support. (Billed as Case Management)
- **Ancillary Services**: Linkages to housing assistance, transportation, case management, individual services coordination. (Billed as Case Management)

Additionally, the Contractor shall:

1. Provide Recovery Services to beneficiaries as medically necessary.
2. Provide beneficiaries with access to recovery services after completing their course of treatment.
3. Provide recovery services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the beneficiary.

Requirements

A recovery services plan is required for all clients in recovery services. It is due within 30 days of day of admission to Recovery Services.

Services should be provided in the context of an individualized client plan that includes specific goals. This may include the plan for ongoing recovery and relapse prevention that was developed during discharge planning when treatment was completed.

Services provided by peers will be allowed after the County submitted a SUD Peer Support Training Plan to DHCS and received approval.

RECOVERY RESIDENCES:

An additional element in Common Goals' system of care that supports participants discharge planning is the availability of Recovery residences services. Contractor will provide Recovery residences for participants authorized by the county. Contractor maintains two transitional homes for men and one for women. Participants in residential treatment often access this resource as a lower level of care that still provides an affordable clean and sober supported living environment, free from any illicit drug and non-prescribed medication, while individuals rebuild their own housing and employment resources.

Through grant funding from the Department of Health Care Services (DHCS) Expanding Medication Assisted Treatment (MAT) in County Criminal Justice Settings, Contractor will master lease and operate one additional Recovery Residence to accommodate a minimum of six (6) participants. Contractor operates Recovery Residences in accordance with all applicable zoning. This award may be used for associated start-up costs including deposits, furnishings, appliances, etc.

Individuals are required to participate in ongoing outpatient treatment or recovery services while they live in the recovery residences program, to remain clean and sober, illicit drug free, and are expected to be active in developing the assets for self-sufficiency such as job skills, continued education, receiving medical attention for chronic issues, and attaining permanent and safe housing. In addition to maintaining abstinence from drugs and alcohol, the explicit goal of transitional living is for individuals to use the time to build a solid foundation for self-sufficiency.

Contractor will not automatically discharge an Adult Drug Court participant who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the beneficiary will receive an individual counseling session, to determine what triggered the use and may be re-assessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the county case manager and/or probation officer (if applicable) is recommended as well.

All participants that will be funded for recovery residences with County funds must have prior written authorization from Nevada County Behavioral Health Department. County will issue a written authorization for up to 30 calendar days for recovery residences. Contractor shall not be reimbursed by County for housing unless a written authorization is on file. Contractor will submit a request for re-authorization in writing to the County Department which funds the client's housing no later than five (5) business days prior to expiration date of the current authorization period.

Contractor will follow the Recovery Residences Guidelines established by the County and comply with SABG inspection requirements.

Substance Use Disorder Counselor to be co-located at the Wayne Brown Correctional Facility

Contractor will provide staffing of a 1.0 FTE Substance Use Disorder (SUD) Counselor who will provide jail-based services and linkages to individuals with substance use disorders who are incarcerated. Services and care coordination will help build an infrastructure such that individuals released from Wayne Brown will be connected to needed treatment for opioid use disorders, including Medication Assisted Treatment (MAT) when appropriate. The SUD Counselor will need to complete any clearances deemed necessary by the Nevada County Sheriff's Office to provide services in the jail. Services provided by the SUD Counselor may include, but are not limited to:

- Substance use disorder counseling and education in jail;

- ASAM brief screen and intake;
- Education and linkage to Medication Assisted Treatment Program;
- Individual and group counseling;
- Linkage to community based treatment programs according to the appropriate ASAM level of care;
- Linkage to Recovery Residences or other clean and sober living situation;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to services;
- Monitor beneficiary progress;
- Patient advocacy, linkages to physical health care, mental health care and other needed services including coordination of MAT maintenance in jail where appropriate;
- Coordination of SUD data collection and SUD screening tools and processes with jail staff and jail medical staff;
- Transportation of clients as needed;
- Education and distribution of Naloxone

Contractor's Responsibilities:

1. Contractor shall maintain at all times a trained, skilled staff in adherence with all state licensing/certification requirements to provide Drug/Alcohol services, which understands and maintains confidentiality of participants and records. Anonymity of participants is maintained by staff. In-service training shall be provided at least monthly for staff in order to maintain a well-trained staff. Contractor shall maintain qualified staff.
2. Contractor shall maintain certification by the State Department of Health Care Services to provide services to Nevada County's Medi-Cal Beneficiaries. These services shall be provided in accordance to Title 22 - Drug/Medi-Cal Section 513241.1 through 51516.1, Code of Regulations for Drug Medi-Cal Substance Abuse Services.
3. Contractor shall ensure all records and documentation meets Medi-Cal standards. Contractor shall comply with findings and recommendations of any audits; certification process and / or state reviews.
4. Contractor agrees to inform County of the progress being made by those persons receiving services under the terms of this Agreement as outlined in Outcome Measures and make ready copies of records as requested by the County.
5. Contractor shall report all significant events such as positive drug test(s), changes in medication or pending client discharge to the County Contact.
6. Contractor will inform the County Contact of any significant changes in programs such as length or groups per week.
7. California Outcomes Measurement System (CalOMS)

Contractor agrees to cooperate with the County for the collection of data for the CalOMS, a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the CalOMS, pursuant to state regulations and county protocols. This includes the ASAM criteria determined Level of Care (LOC) data collected when opening or closing a client to a LOC.

CalOMS forms must be submitted within two (2) weeks of opening the participant to the facility. When a participant has completed treatment with the Contractor, CalOMS closing will be completed and sent to Behavioral Health within two weeks.

All new Contractor staff involved in completing and/or submitting CalOMS forms to County will complete a six (6) hour web based training and present a Certificate of Completion to County AOD (Alcohol and Other Drugs) Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.

8. Outcome Measures and Reports:

In addition to the regular CalOMS data submission, a Quarterly Report will be submitted to the County AOD Administrator. Quarterly reports are based on the fiscal year and are due by the last day of the month in October, January, April and July.

Contractor shall submit weekly written reports to the Quality Assurance Manager or designee by 12:00 p.m. every Friday and report on

- a) Timeliness of access to services data (Timeliness Data Spreadsheet—including Youth Data)
- b) ASAM screening data for request for services contacts
- c) Youth ASAM for youth treatment
- c) Follow-up ASAM criteria data and follow up Youth ASAM data

Contractor shall submit quarterly reports on;

- a) Number of Drug Medi-Cal beneficiaries participating in out-patient treatment
- b) Number of participants in:
 - i. PC1000
 - ii. Teen Intervention Program (TIP)
 - iii. CPS authorized
 - iv. Probation authorized
 - v. Length of stay for said individuals enrolled in program.
 - vi. Average length of stay of program participants.
 - vii. Number of unplanned exits (Usually drinking, using drugs, or non-compliant).
 - viii. Number of participants that stay until they assess to move to step down services.
 - ix. Number of successful graduations; at least 80% of clients will show successful completion or satisfactory progress on treatment goals; only clients who have engaged in treatment

services for at minimum 10 days from day of episode opening will be included in this measure

- x. At least 80% of clients will be linked to at least a preliminary primary care medical and dental appointment if they have not had one within a year. In the latter case Contractor will confirm and document that they are under the care of a doctor and/or dentist
 - xi. The ancillary services provided to the participants.
- c) Quality Assurance activities:
- i. Total number of charts reviewed within 30 days of admin
 - ii. Total number of charts reviewed within 90 days of admin
 - iii. Percentage of records reviewed meeting medical necessity criteria
 - iv. Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC
 - v. Percentage of client plans completed on time with all required signatures
 - vi. Percentage of progress notes reviewed that had all required elements
- d) Groups:
- i. Total number of groups facilitated
 - ii. Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance (including both printed and signed name of the client and staff)
 - iii. Percentage of group notes that met attendance documentation requirements
- e) Staff Trainings:
- i. Submit titles of trainings, training dates, and the number of staff in attendance
 - ii. A brief description of the training
 - iii. Specific trainings on culturally specific and supported practices
 - iv. Specific trainings on recovery model, evidence-based practices, and family engagement efforts

9. Drug and Alcohol Treatment Access Report (DATAR)

Treatment providers that receive state or federal funding through the County must send the Drug and Alcohol Treatment Access Report (DATAR) information to the State Department of Health Care Services each month. This has information on the program's capacity to provide different types of AOD treatment to participants and how much of the capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

10. Contractor agrees to report all significant events pertaining to Behavioral Health or Alternative Treatment Court participants such as positive drug test(s) or pending participant discharge to County's Behavioral Health Alcohol/Drug Therapist. Contractor shall inform Alcohol and Drug Administrator of any changes in programs such as length or groups per week.

11. Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance abuse treatment records, medical records, and behavioral health records, in accordance with federal and state law. Further, Contractor shall comply with the provisions of HIPAA and the HiTECH Act, as more fully set forth in Exhibit D, which is attached hereto and incorporate herein by reference.

Direction and Supervision:

Contractor shall maintain communication and coordination with the Director of the Department of Behavioral Health (hereinafter referred to as “Director”) and/or his/her designee and meet with the Director and/or his/her designee as needed regarding alcohol/drug treatment services or for any problem solving sessions as needed.

Eligibility:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, age, ancestry, medical condition, marital status, gender, sexual orientation, HIV status or condition of eligibility and Contractor shall comply with all fair employment practice requirements of Federal and State laws and Nevada County ordinances.

Locations:

Contractor shall provide services at the following locations:
256 Buena Vista Street, Suite 100
Grass Valley, CA 95945

Said facilities and programs are in full compliance with all applicable county, state, federal laws, ordinances, rules and regulations and will remain in full compliance during the term this contract is in effect.

Drug Testing:

Contractor shall provide Drug Testing Services. Drug testing for participants is done in collaboration with the Courts, Probation, and Behavioral Health. Participants in treatment shall be given an entrance drug screen to determine either the absences of substances or a baseline of current substances used.

The base line drugs to be tested for are:

- THC;
- Amphetamines and Methamphetamines;
- Cocaine;
- Opiates,
- Metabolites of Alcohol (ETOH), (ETG).

\$5 per additional substance tested for or substituted for one of the base 4 above.

\$20 per test for ETG (72 hr Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Participants who have tested positive for any of the above-listed substances will be re-tested within a two (2) week period.

All testing would include online access to testing results (if County requests), positive notification, clinical intervention with all positives (and documented), reporting as reasonably expected to courts and participant case manager, and expert witness testimony in the event of court disputed results.

Tuberculosis (TB):

Contractor shall ensure the following related to tuberculosis (TB)

- 1) Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
- 2) Reduce barriers to participants' accepting TB treatment'; and
- 3) Develop strategies to improve follow-up monitoring, particularly after participants leave treatment, by disseminating information through educational bulletins and technical assistance. (per state contract)

CERNER BEHAVIORAL HEALTH SOLUTION:

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM:

I. TIMELINESS

Contractor will track Timely access data, including date of initial contact, date of first offered appointment and date of scheduled assessment.

Performance Standard:

- a. First face-to-face appointment shall occur no later than 10 business days of initial contact.
- b. Timely access data will be submitted to the Quality Assurance Manager or designee weekly by 12:00 p.m. every Friday.

II. TREATMENT PERCEPTION SURVEY

Contractor shall participate in the annual Treatment Perception Survey (TPS) as directed by County and DHCS.

- a. At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location and time of services

II. TRANSITION BETWEEN LEVELS OF CARE

Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment, ensuring a minimal delay between discharge and admission at the next level of care, providing transportation as needed, and documenting all information in the client's medical record.

Performance Standard:

- a. Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.

III. CULTURALLY COMPETENT SERVICES

Contractors are responsible to provide culturally competent services. Contractors must 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. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

Performance Standard:

- a. 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
- b. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services

IV. DELIVERY OF INDIVIDUALIZED AND QUALITY CARE

- a. Beneficiary Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.
- b. Evidence-Based Practices (EBPs): Contractors will implement—and assess fidelity to—at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.
- c. ASAM Level of Care: All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in the client's medical record. All ASAM LOC data, including Brief Screening, will be submitted to the county weekly.

Performance Standards:

1. At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey
2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)
3. Contractor will implement with fidelity at least two approved EBPs

4. 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care
5. At least 70% of beneficiaries admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment
6. At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment

V. BENEFICIARY INFORMING MATERIALS

- a. Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.
- b. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informing materials in English and Spanish. Contractor shall request materials from the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.
- c. Notice of Adverse Benefit Determination (NOABD)

Contractor shall have written procedures to ensure compliance with the following:

- Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to:
 - 1) not meeting timely access standards
 - 2) not meeting medical necessity for any substance use disorder treatment services
 - 3) terminating or reducing authorized covered services.

VI. TRAINING

Applicable staff are required to participate in the following training:

- a. Drug Medi-Cal Organized Delivery system overview and documentation training (At least annually)
- b. Information Privacy and Security (At least annually)
- c. ASAM E-modules 1 and 2
All direct treatment staff will complete the ASAM E-modules 1 and 2 upon hire and prior to delivering services. All service providers using the ASAM criteria to determine Level of Care will complete an annual refresher.
- d. Cultural Competency (At least annually)
- e. All LPHA staff is required to complete a minimum of five (5) hours of continuing education related to addiction medicine each year.
- f. All direct treatment staff will attend at least two of the following Evidence-Based Practices (EBPs) each year:
 - i. Motivational Interviewing
 - ii. Relapse Prevention
 - iii. Trauma Focused Care
 - iv. Seeking Safety

- v. Cognitive Behavioral Therapy
- vi. Matrix Model

The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which County determines will constitute a material change to rights and obligations set forth in this Agreement, the County has, at its option, the right to re-open and renegotiate this Agreement upon thirty (30) days written notice to Contractor.

Additional Contractor Responsibilities:

Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of “contractors” and “subcontractors” under the current State Department of Health Care Services (DHCS) Standard Agreement by and between DHCS and the County.

Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices can be held until contractor is in compliance with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by contractor that do not have proper authorizations in place.

ADDITIONAL SERVICES PROVIDED TO PARTICIPANTS REFERRED THROUGH THE NEVADA COUNTY PROBATION DEPARTMENT:

- 1) Exit Services - Contractor shall facilitate exit planning strategies for participants in collaboration with the Probation Department. Contractor shall transport participants to Probation/Social Services/CalWORKs/One Stop Career Center/Treatment Facility/Residence upon participant’s release from WBCF. Contractor shall inspect the living conditions and report to the Probation Department.
- 2) Risk Needs Responsivity - Contractor shall participate in Risk Needs Responsivity practices as determined by County.
- 3) Marriage & Family Therapy – 1 hour sessions
- 4) Anger Management Assessment (Written) – conducted by face-to-face interview and administration of the following assessment instruments:
 - A 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

Written assessment shall include recommendations for duration of treatment (3 month, 6 month, or 12 month).

Duration of face-to-face interview and assessment administration will be approximately 1 hour.

- 5) Anger Management Treatment (Adult Men, Adult Women)
Primary curriculum - Anderson & Anderson, Gaining Control of Ourselves;
Oakwood Solutions - The Anger Management Program and;
“Anger Management for Substance Abuse and Mental Health Clients” made available through SAMHSA.

Treatment will be offered in 3 month, 6 month, and 12 month programs.

Anger Management Program is to be conducted by a certified Anger Management Facilitator. Program is presented on a rotating basis allowing client to enter at any time.

Documentation for Probation Referred Clients:

Contractor shall provide monthly documentation supporting all expenses billed for services provided to Nevada County Probation Department. Documentation shall include client names, services and dates of service provided by Contractor.

**EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
COMMON GOALS, INC.**

The maximum payments from County to Contractor shall not exceed \$510,688 for the term of July 1, 2019 through June 30, 2020. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Summary of Compensation:

Drug Medi-Cal Substance Abuse Program (for BH and CPS referred participants)	\$338,000
Drug Testing and Recovery residences Behavioral Health	\$25,000
Probation Referred Participants (including DMC)	\$80,000
Recovery Residence Startup & Jail Counselor	\$67,688
Total maximum compensation	\$510,688

Medi-Cal Compensation:

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations is applicable, Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Contractor shall not charge fees to beneficiaries for access to, or admission to Contractor’s Drug Medi-Cal Treatment slot.

Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:

A) Reimbursement for Drug Medi-Cal Substance Abuse services shall be based on the lowest of the following:

- 1) The Contractor’s usual and customary charge to the general public for the same or similar services;
- 2) The Contractor’s allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
- 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2019/20.

The current DMC Rates are:

Service	Drug Medi- Cal Rate per Unit of Service (1 UOS = 1 minute)
Outpatient Drug Free (ODF)	\$ 1.66 (\$24.89 per 15 minutes)
Case Management & Recovery Services	\$ 1.27 (\$19.11 per 15 minutes)
Intensive Outpatient Treatment (IOT)	\$ 1.74 (\$26.14 per 15 minutes)
Recovery and Case Management Services	\$ 1.27 (\$19.11 per 15 minutes)

Salary & Benefits CDAC Counselor	\$47,029
Mileage	\$575
Recovery Residence	\$13,812
Indirect	\$6,252
Total	\$67,688

BILLING AND PAYMENT:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Payments shall be made in the amount of the total Contractor’s claim minus amount of denied services that are not Drug Medi-Cal eligible.

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after the close of the fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit monthly invoices for services to:

Nevada County Behavioral Health Department
 Attn: Fiscal Staff
 500 Crown Point Circle, Suite 120
 Grass Valley, CA 95945

ATTACHMENT 1

Contractor agrees to comply with the requirements of “contractors” and “subcontractors” as listed and required per– Program Specifications of the current Standard Agreement between the County of Nevada and the State Department of Health Care Services entered into by the authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and as approved by County’s Board of Supervisors for the purpose of providing alcohol and drug treatment services. The provisions are as follows:

A. Additional Contract Restrictions

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. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug 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 Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

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

G. Debarment and Suspension

Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

H. Restriction on Distribution of Sterile Needles

No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant (SABG) funds.

I. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))
- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and

shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

J. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

K. Counselor Certification

Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

L. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

M. Intravenous Drug Use (IVDU) Treatment

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

N. Tuberculosis Treatment

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

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

O. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702. The County is authorized to terminate a contract and/or take other remedial action as deemed necessary, without penalty, if the Contractor or any Subcontractor:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
3. Uses forced labor in the performance of the award or subawards under the award.

For full text of the award term, go to: <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=2&SID=30cef173ce45f9ae560f5ba6faf646b4&ty=HTML&h=L&n=pt2.1.175&r=PART>

P. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. 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, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall 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/NA communities within the County.

Q. Participation of County Alcohol and Drug Program Administrators Association of California.

Pursuant to HSC Section 11801(g), the AOD administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the state with respect to policies, standards, and administration for AOD abuse services.

Pursuant to HSC Section 11811.5(c), the county alcohol and drug program administrator shall attend any special meetings called by the Director of DHCS.

R. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

S. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services

Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

T. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

U. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

V. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in Federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625)
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under Federal contracts and construction contracts greater than \$10,000 funded by Federal financial assistance
10. Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
12. 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.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800
4. No state or Federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

X. 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.

Y. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Z. Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8).

Contractor shall comply with the linguistic requirements included in this Section.

Contractor shall have:

1. Oral interpreter services available in threshold languages at key points of contact available to assist beneficiaries whose primary language is a threshold language to access the SUD services or related services through that key point of contact. The threshold languages shall be determined on a countywide basis. Counties may

limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:

- (a) The county has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and
 - (b) The Contractor provides referrals for beneficiaries who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.
2. Policies and procedures in place to assist beneficiaries who need oral interpreter services in languages other than threshold languages to access the SUD services or related services available at the key points of contact.
 3. General program literature used by the Contractor to assist beneficiaries in accessing services available in threshold languages, based on the threshold languages in the county as a whole.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

Sections 35 through 37 are hereby added to read as follows:

35. Laws, Statutes, and Regulations:

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.

B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

- (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Agreement shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.
- (b) Disclosures to be provided:
1. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 2. Date of birth and Social Security Number (in the case of an individual).
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
 4. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent,

child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:

- i) Upon the provider or disclosing entity submitting the provider application.
- ii) Upon the provider or disclosing entity executing the provider agreement.
- iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
- iv) Within 35 days after any change in ownership of the disclosing entity.

II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:

- i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
- ii) Upon the fiscal agent executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the fiscal agent.

III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

- i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
- ii) Upon the managed care entity executing the contract with the State.
- iii) Upon renewal or extension of the contract.
- iv) Within 35 days after any change in ownership of the managed care entity.

IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

36. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

A. **HEALTH RECORDS:** Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. **TREATMENT PLAN:** Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives.

County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.

D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (PAHP), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the state fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to

organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.

J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

37. 42 C.F.R. Laws and Regulations: Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:

- (a) 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.
- (b) 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.

B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) 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.
- (e) The 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).

If the County finds that Contractor is not in compliance, the County:

- (a) Shall notify the Secretary of State of the noncompliance; and
- (b) May continue an existing agreement with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Agreement; or
- (c) May not renew or otherwise extend the duration of an existing agreement with Contractor unless the Secretary provides to the State and to Congress a written statement describing

compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

C. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Agreement.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].

E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:

- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
- The availability of assistance to the beneficiary with filing grievances and appeals.
- The beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). The Contractor shall not certify or pay any 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.

G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

EXHIBIT “D”

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

EXHIBIT "E"
(for use with HSA PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient

Contractor approves this page _____