



RESOLUTION No. 22-305

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH COMMON GOALS, INC. FOR THE PROVISION OF OUTPATIENT REHABILITATIVE TREATMENT SERVICES FOR THE RECOVERY AND TREATMENT OF SUBSTANCE USE DISORDERS IN THE MAXIMUM AMOUNT OF \$955,791 FOR FISCAL YEAR 2022/23

WHEREAS, the Contractor provides education and treatment services for persons affected by substance use disorders; and

WHEREAS, under this Agreement, Contractor will continue to offer outpatient individual and group rehabilitation services in the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between County and Common Goals, Inc. pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of substance use disorders for the contract term of July 1, 2022 through June 30, 2023, in the maximum amount of \$955,791 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada. This contract is contingent upon the adoption of the Fiscal Year 2022/23 County Budget which is scheduled for adoption on June 28, 2022.

Funds to be disbursed from account: 1589-40105-493-7831/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

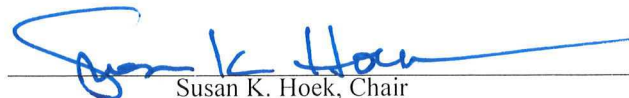
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

Administering Agency: Nevada County Behavioral Health Department,
Health and Human Services Agency

Contract No. 22-305

Contract Description: Provision of outpatient rehabilitative treatment services for Medi-Cal beneficiaries for the recovery and treatment of alcohol/drug dependency.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 28, 2022 by and between the County of Nevada, ("County"), and Common Goals, Inc. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Nine Hundred Fifty Five Thousand Seven Hundred Ninety One Dollars (\$955,791).**
3. **Term** This Contract shall commence on July 1, 2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are 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 shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply 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** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
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. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **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.
- 21.2. **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, including general business 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.

- 21.3. **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 correct amount owed during the audit period.
22. **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.
23. **Termination.**
- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, 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) calendar days written notice to Contractor.**
 - C. 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 registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, 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 Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County 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.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
 25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
 26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
 27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
 28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
 29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.

31. **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 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 Contract, Contractor agrees to protect the confidentiality of any confidential information with which 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.

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

32. **Additional Contractor Responsibilities**

A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.

B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

33. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department		Common Goals, Inc	
Address:	500 Crown Point Circle, Suite 120	Address	256 Buena Vista Street, Suite 100
City, St, Zip	Grass Valley, California 95945	City, St, Zip	Grass Valley, California 95945
Attn:	Phebe Bell	Attn:	Joseph J. Festersen
Email:	Phebe.Bell@co.nevada.ca.us	Email:	joe@commongoalsinc.org
Phone:	(530) 470-2784	Phone:	(530) 274-2000

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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 to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 06/29/2022
Susan Hoek (Jun 29, 2022 15:52 PDT)

Printed Name/Title: Honorable Susan Hoek , Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Common Goals, Inc.

By: *Joseph J. Festersem* Date: 06/16/2022
Joseph J. Festersem (Jun 16, 2022 15:04 PDT)

Name: Joseph J. Festersem

* Title: Executive Director

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: [Schedule of Services](#)
- Exhibit B: [Schedule of Charges and Payments](#)
- Exhibit C: [Insurance Requirements](#)
- Exhibit D: [Behavioral Health Provisions](#)
- Exhibit E: [Schedule of HIPAA Provisions](#)
- [Summary Page](#)

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 substance use disorders 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).

Program Statement:

Common Goals, Inc. provides education and treatment services to persons affected by substance use disorders. 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 Treatment 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).

Individual counseling and case management services may be provided in person, via telehealth or via telephone. Group counseling service may be provided in person or via telehealth.

Outpatient and Intensive Outpatient 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 that is trauma informed
- 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); referral to pertinent community services according to client treatment/discharge plans;
- Substance abuse treatment to include trauma informed approaches
- Sufficient case management to ensure that beneficiaries 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.
1. Diagnosis During Initial Assessment (except for residential treatment services)
 - a. Diagnostic determination shall be made by an LPHA
 - b. Covered and clinically appropriate services may be delivered following the first visit with an LPHA or registered/certified counselor.
 - c. Covered and clinically appropriate services may be delivered before a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established. A provisional diagnosis may be used prior to establishing diagnosis.
 - i. Medically necessary services may be provided for:
 - a. up to 30 days for beneficiaries 21 years of age and older
 - b. up to 60 days for beneficiaries under the age of 21 or for beneficiaries experiencing homelessness.
 - d. Provisional diagnosis
 - i. Provisional diagnoses are used prior to the determination of a diagnosis or in cases where suspected SUD has not yet been diagnosed.
 - a. An LPHA may document and categorize a suspected SUD under "Other Specified" and "Unspecified" disorder or "factors influencing health status and contact with health services" (Z-codes).
 - b. Diagnoses shall be updated by an LPHA when a beneficiary's condition changes to accurately reflect the beneficiary's needs

A) Access Criteria AFTER Initial Assessment¹

1. Beneficiaries 21 years and older
 - a. A service is considered “medically necessary” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
 - b. At least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders.
OR
 - c. At least one diagnosis from the Diagnostic and Statistical Manual of DSM for Substance- Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
2. Beneficiaries under the age of 21
 - a. Receive covered and “medically necessary” services. Services are considered “medically necessary” if the service is necessary to correct or ameliorate screened health conditions ((pursuant to Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) under the federal statutes and regulations²).
 - b. Services need not be curative or completely restorative to ameliorate a substance use condition, including substance misuse and substance use disorders (SUDs). Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

B) Diagnosis AFTER Initial Assessment

1. All diagnostic determinations shall be made by an LPHA.
2. Covered and clinically appropriate services may be delivered following the first visit with an LPHA or registered/certified counselor.
3. Covered and clinically appropriate services may be delivered whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established.
4. A provisional diagnosis may be used prior to establishing diagnosis. Medically necessary services may be provided for:
 - a. up to 30 days for beneficiaries 21 years of age or older
 - b. up to 60 days for beneficiaries under the age of 21, or for beneficiaries experiencing homelessness.
5. Provisional diagnosis
 - a. An LPHA may document and categorize a suspected SUD under “Other Specified” and “Unspecified” disorder or “factors influencing health status and contact with health services” (Z-codes).
 - b. Provisional diagnosis shall be updated by an LPHA to accurately reflect beneficiary needs.

¹ [W&I Section 14059.5\(a\)](#)

² Section 1396d(r) of Title 42 of the United States Code.

C) Additional Clarification

1. Services for covered services are reimbursable³ even when:
 - a. Services are provided prior to determination of a diagnosis or prior to determination of whether access criteria are met, as described above⁴.
 - b. The prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan⁵; or
 - c. The beneficiary has a co-occurring mental health disorder.
 - i. Clinically appropriate and covered DMC services delivered by DMC providers are covered and reimbursable whether or not the beneficiary has a co-occurring mental health disorder.
 - ii. The county shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment determines that the beneficiary does not meet the DMC-ODS Access Criteria for Beneficiaries After Assessment.
 - iii. The county shall not disallow reimbursement for clinically appropriate and covered SUD prevention, screening, assessment, and treatment services due to lack of inclusion in an individual treatment plan, or lack of client signature on the treatment plan.

D) Level of Care Determination

1. Practitioner shall use the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service⁶
 - a. For beneficiaries aged 21 year and over
 - i. A full assessment using the ASAM Criteria© shall be completed within 30 calendar days of the beneficiary's first visit with an LPHA or registered/certified counselor.
 - b. For beneficiaries under the age of 21 or for adult beneficiaries experiencing homelessness
 - i. A full assessment using the ASMA Criteria© shall be completed within 60 calendar days of the beneficiary's first visit with an LPHA or a registered/certified counselor.
2. Placement and level of care determination shall be in the least restrictive level of care that is clinically appropriate to treat the beneficiary's condition.
3. A full ASAM assessment shall be repeated when a beneficiary's condition changes.

E) Additional Clarification

1. Timeliness - If a beneficiary withdraws from treatment prior to completing the ASAM assessment and later returns, the time period starts over as noted above.
2. Clinically necessary services are permissible prior to completion of a full ASAM assessment.
3. An abbreviated ASAM screening tool may be used for initial screening, referral, and access to

³ W&C Code 14184.402(f)

⁴ All Medi-Cal claims for reimbursement continue to require the inclusion of a CMS-approved ICD-10 diagnosis code.

⁵ Per BHIN 21-075, DHCS anticipates providing additional guidance for this item.

⁶ W&I Code 14184.402(e)

clinically appropriate services. *Please note that no preliminary level of care recommendation or screening tool is a substitute for a comprehensive ASAM Criteria© assessment.*

F) Covered Services

Covered services are based on recommendations by an LPHA, within their scope of practice. Services shall be provided by DMC-certified practitioners. Services shall be “medically necessary”.

Assessments: Assessments shall be performed face-to-face, by telehealth (“telehealth” throughout this document is defined as synchronous audio and video) or by telephone and performed by an LPHA or registered or certified counselor and may be done in the community or at home. If the assessment of the beneficiary is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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.

DMC ODS Access Criteria for Beneficiaries After Assessment:

- a. Beneficiaries 21 years and old: To qualify for DMC ODS services after the initial assessment process, beneficiaries 21 years of age and older must meet one of the following criteria:
 1. Have at least one diagnosis from DMC for Substance Related and Addictive Disorders, with the exception of Tobacco Related Disorders and Non-Substance Related Disorders, OR
 2. Have had at least one diagnosis from the DMC for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- b. Beneficiaries under the age of 21: Beneficiaries under age 21 qualify to receive all medically necessary MC ODS services as required pursuant to Section 1396d® of Title 42 of the United States Code. Federal EPSSDT statues and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state Medicaid State plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

Covered and clinically appropriate DMC-ODS services are Medi-Cal reimburseable for up to 30 days following the first visit with a LPHA or registered/certified Counselor, whether or not a DMC diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the

beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requests additional time to complete the assessment. If a beneficiary withdraws from treatment prior to establishing a DMC diagnosis for Substance-Related and Addictive Disorders and later returns, the 30-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma, options are available in the CMS approved ICD-10 diagnosis code list, for example, codes for "other specified" and "unspecified" disorders. (Z 03.89 Encounter for observation for other suspected diseases and conditions ruled out.

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. ASAM Level of Care data shall be reported to the County as indicated by the county for state reporting. Currently this reported is required monthly via an Excel Spreadsheet provided by the County.

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)

1. Contractor is responsible for verifying participant's Medi-Cal eligibility status. Contractor must obtain prior approval from the County to be reimbursed for individuals with gaps in insurance coverage or out of county Medi-Cal.
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 in consultation with the beneficiary and significant support persons of the beneficiary if

- the beneficiary approves.
 - 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) Beneficiary may elect to verbally agree to the treatment plan in lieu of signature, which shall be noted by the counselor, physician, or LPHA.
 - 4) 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.
6. 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.

7. 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.

8. 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.

Contractor shall utilize evidence-based practices (EBPs) and curricula throughout the programs, including outpatient services and residential treatment. The practices must have efficacy as referenced in literature and be identified as a best practice at the SAMHSA website

<http://www.samhsa.gov>).

Overviews of these practices are listed below:

- a. Motivational Interviewing – A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person’s ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on beneficiaries’ past successes.
- b. Cognitive-Behavioral Therapy – Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
- c. Relapse Prevention – A behavioral self-control program that teaches individuals with SUD how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial SUD treatment.
- d. Trauma-Informed Treatment – Services must take into account an understanding of trauma, and place priority on trauma survivors’ safety, choice, and control.
- e. Psycho-Education – Psycho-educational groups are designed to educate beneficiaries about substance abuse and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries’ lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- f. DMC-ODS Counties shall ensure providers have implemented EBPs and are delivering the practices to fidelity.

Contractor’s Performance Standards for all Contract Components:

Contractor shall maintain at all times a trained, skilled staff, which understands and maintains confidentiality of participants and records. Confidentiality 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 to provide Drug / Alcohol services.

All programs and facilities shall be in full compliance with applicable county, state, and federal laws, ordinances, rules, certifications and regulations and shall remain in full compliance during the term of this Agreement.

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

The Contractor shall comply with the provision 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.

Contractor shall comply with findings and recommendations of any audits; certification process and / or state reviews.

Contractor shall maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care.

Contractor shall ensure services will be culturally competent and culturally responsive.

Contractor shall, at all times, maintain communication and coordination with the Director of the Department of Behavioral Health (hereinafter referred to as "Director") and/or his/her designee, the Director of the Social Services Department and/or his/her designee, the Chief Probation Officer and/or his/her designee, and meet with the Director and/or his designee as needed regarding alcohol/drug treatment services or for any problem/resolution solving related to this Agreement.

Contractor agrees that County department staff may participate in any of the treatment groups with reasonable notification to the Contractor. County agrees that its intent is not to be disruptive in any form to the treatment milieu at Contractor's facilities.

It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that in the event a Contractor's employee fails to provide the required services set forth herein in a satisfactory manner, County reserves the right to demand Contractor take appropriate action, up to and including termination of the employee.

As the department uses 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.

Consistent with the requirements of applicable federal or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap. All admission policies shall adhere to the Americans with Disabilities Act, Public Law 336 of the 101st Congress, enacted July 26, 1990.

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 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. (Per State Substance Use Disorder Contract)

Contractor's Additional Reporting Requirements for all Contract Components:

CalOMS:

Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (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 California Outcomes Measurement System (CalOMS), pursuant to state regulations and county protocols.

CalOMS forms must be submitted within two (2) weeks of opening the client to the facility. When a client 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 Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.

DATAR:

Treatment providers that receive state or federal funding through the County must send DATAR information to the Department of Health Care Services (DHCS) each month. This has information on the program's capacity to provide different types of AOD treatment to clients 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.

Contractor shall also cooperate with County Behavioral Health Department and County Probation Department for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement.

Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of "contractors" and "subcontractors" under the State Department of Health Care Services (DHCS) Standard Agreement Number 14-90076 by and between DHCS and the County.

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 may 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.

Drug Medi-Cal Organized Delivery System:

I. TIMELINESS and ASAM data (for Youth and Adult Services)

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, telephone, or telehealth appointment shall occur no later than 10 business days of initial contact.
- b. First face-to-fac (including telehealth) e appointment Medication Assisted Treatment appointment for beneficiaries with alcohol or opioid disorders shall occur no later than 5 business days.
- c. ASAM Level of Care data for initial full assessments and follow up assessment; record ASAM level of care data on the county provided spreadsheet. The Adolescent ASAM screening tool should be used for adolescents.
- d. Timely access data and ASAM data will be submitted by the 10th of the month for the prior month.
- e. No shows for assessment appointments shall be collected and reported.
- f. No show data for ongoing treatment appointments, including individual and group counselling, shall be included in the quarterly report.

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, 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
- c. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes

representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor shall contact County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

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 assessments that were performed when opening or closing a client to a LOC will be submitted to the county together with the CalOMS opening and closing paperwork.

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 make available notices explaining grievance, appeal and expedited appeal processes to all Nevada County patients, 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. DMC ODS overview and documentation training (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:
Motivational Interviewing
 - 1) Relapse Prevention
 - 2) Trauma Focused Care
 - 3) Seeking Safety
 - 4) Cognitive Behavioral Therapy
 - 5) Matrix Model

VII. Quarterly Reports

The Quarterly Report, based on the Fiscal Year, are due October 31st for 1st quarter, January 31st for 2nd quarter, May 31st for 3rd quarter and August 30th for 4th quarter. Send quarterly reports to the Program Manager and the Quality Assurance Manager Quarterly Reports shall include the following information:

- Average length of stay of program participants for each program (ASAM Level 1 average length of stay, ASAM Level 2.1, ASAM Level 3.1, 3.2, 3.5, Recovery Services and Recovery Residences)
- No show data for treatment appointments to including individual counseling and group counseling to reporting as a percentage per month; ideally the Contractor will have the ability to review no show data at the staff, client, and program level to utilize for system improvement activities.

- Percentage of unplanned exits for each level of care.
- Number of successful “graduations” for each level of care; 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
- # of clients that are linked to a primary medical care appointment and dental appointment and location of primary care. 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
- # of clients with Alcohol Use Disorder as a primary diagnosis linked to MAT
- # of clients with Opioid Use Disorder as a primary diagnosis linked to MAT
- # of Ancillary Services provided to participants
- Number of Youth enrolled in outpatient services

Quarterly Quality Assurance activities report:

- Total number of charts reviewed within 30 days of admin
- Total number of charts reviewed within 90 days of admin
- Percentage of records reviewed meeting medical necessity criteria
- Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC
- Percentage of client plans completed on time with all required signatures
- Percentage of progress notes reviewed that had all required elements
- Groups:
- Total number of groups facilitated
- Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance
- Percentage of group notes that met attendance documentation requirements
- Staff Trainings:
- Submit titles of trainings, training dates, and the number of staff in attendance
- A brief description of the training
- Specific trainings on culturally specific and supported practices
- Specific trainings on recovery model, evidence-based practices, and family engagement efforts

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 Contract

C. INTERIM SERVICES AND GAPS IN ELIGIBILITY

Contractor to provide medically necessary outpatient substance use services and/or intensive outpatient services to eligible beneficiaries when there are gaps in coverage, for example, would a beneficiary experience a gap in eligibility while his or her initial DMC is pending authorization or when a beneficiary has a high share of cost. Gap Services must be pre-approved by the county and the Contractor must provide documentation that an inter-county transfer or Medi-Cal application has been

submitted.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON GOALS, INC.

The maximum payments from County to Contractor shall not exceed \$955,791 for the term of July 1, 2022 through June 30, 2023.

Summary of Compensation:

Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants)	\$905,791
Probation Referred Participants (Non-DMC)	\$50,000
Total maximum compensation	\$955,791

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 22/23:

Common Goals SUD Services	
Calculation of Estimated Units	
Service and Rate Table	
Type of Service	Interim Rate
Outpatient Drug Free	3.05
Intensive Outpatient (IOT)	3.05
Recovery and Case Management Services	3.05
Physician Consultation	3.05
Target Annual Billable Svc \$	905,791
Target Annual Billable Units	296,981
Target Monthly Billable Svc \$	75,483
Target Monthly Billable Units	24,748
Total Contract Amount	905,791

B) Drug-Medi-Cal 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 provide Contractor with the amount of denials received for prior months’ services, as identified on documents received from the State. Contractor shall make adjustment for denials on their next submitted invoice.

C) Drug-Medi-Cal reimbursement is based on this estimated project budget:

Common Goals Medi-Cal Estimate	1.0 Outpatient Treatment Services	2.1 Intensive Outpatient Treatment	Recovery Services	Case Management	Total Cost
Personnel Services					
Salary and Wages*	419,921.00	101,799.03	12,724.88	101,799.03	636,243.94
Employee Benefits*	43,762.18	10,609.01	1,326.13	10,609.01	66,306.34
Equipment, Materials and Supplies					
Depreciation - Equipment	0.00	0.00	0.00	0.00	0.00
Maintenance - Equipment	3,644.67	883.56	110.44	883.56	5,522.23
Medical, Dental and Laboratory Supplies	0.00	0.00	0.00	0.00	0.00
Membership Dues	1,214.89	294.52	36.81	294.52	1,840.74
Rent and Lease Equipment	1,214.89	294.52	36.81	294.52	1,840.74
Clothing and Personal Supplies	0.00	0.00	0.00	0.00	0.00
Food and Lodging	1,959.50	475.03	59.38	475.03	2,968.94
Laundry Services and Supplies	0.00	0.00	0.00	0.00	0.00
Small Tools and Instruments	1,214.89	294.52	36.81	294.52	1,840.74
Training	2,429.78	589.04	73.63	589.04	3,681.49
Miscellaneous Supplies	0.00	0.00	0.00	0.00	0.00
Operating Expenses					
Communications	12,044.40	2,919.85	364.98	2,919.85	18,249.09
Depreciation - Structures and Improvements	0.00	0.00	0.00	0.00	0.00
Household Expenses	0.00	0.00	0.00	0.00	0.00
Insurance	7,511.42	1,820.95	227.62	1,820.95	11,380.94
Interest Expense	10,934.01	2,650.67	331.33	2,650.67	16,566.69
Lease Property Maintenance, Structures, Improvements and Grounds	2,429.78	589.04	73.63	589.04	3,681.49
Maintenance - Structures, Improvements, and Grounds	2,429.78	589.04	73.63	589.04	3,681.49
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
Office Expense	10,548.65	2,557.25	319.66	2,557.25	15,982.80
Publications and Legal Notices	607.45	147.26	18.41	147.26	920.37
Rents & Leases - Land, Structure, and Improvements	45,721.68	11,084.04	1,385.51	11,084.04	69,275.28
Taxes and Licenses	1,822.34	441.78	55.22	441.78	2,761.11
Drug Screening and Other Testing	10,757.66	2,607.92	325.99	2,607.92	16,299.48
Utilities	8,504.23	2,061.63	257.70	2,061.63	12,885.20
Other	0.00	0.00	0.00	0.00	0.00
Professional and Special Services					
Pharmaceutical	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Buprenorphine	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Disulfiram	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Naloxone	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Vivitrol	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Acamprosate	0.00	0.00	0.00	0.00	0.00
Physician Consultation	9,797.50	2,375.15	296.89	2,375.15	14,844.70
Professional and Special Services	19,595.01	4,750.30	593.79	4,750.30	29,689.40
Transportation					
Transportation	3,037.23	736.30	92.04	736.30	4,601.86
Travel	2,429.78	589.04	73.63	589.04	3,681.49
Gas, Oil, & Maintenance - Vehicles	3,644.67	883.56	110.44	883.56	5,522.23
Rents & Leases - Vehicles	3,644.67	883.56	110.44	883.56	5,522.23
Depreciation - Vehicles	0.00	0.00	0.00	0.00	0.00
Other Costs					
Indirect Costs					
Grand Total Costs	630,822.06	152,926.56	19,115.82	152,926.56	955,791.00

Probation Referred Participants \$50,000:

Assessment and Outpatient Treatment services provided to participants referred from County Probation Department and funded through this contract are not to exceed \$50,000. Rates for services will be the same for Probation and Behavioral Health authorized clients. See rates listed above for Outpatient Treatment programs. In addition, the services and rates listed below apply to Probation authorized clients only:

Substance Abuse Assessment Only (Written)		\$ 250
Concerned Party Interview (as part of assessment)	Add	\$ 30
Therapy (Marriage & Family Therapist) (1 hour)		\$ 75
Anger Management Assessment (written)		\$ 120
Anger Management (Adult Men, Adult Women):		
3 month program		\$ 250
6 month program		\$ 500
12 month program		\$ 1,000

Recovery Residences		
Level 1		\$30.33 daily
Level 2		\$15.17 daily
Level 3		\$7.58 daily
Level 4		\$3.03 daily

Contractor shall be reimbursed based at the rates above for each authorized individual. There rates include room and board and all utilities. County shall be billed only for those days the County authorized client was a resident in said program.

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; Reduce barriers to patients' accepting TB treatment; and,
2. 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=p t2.1.175&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
INSURANCE REQUIREMENTS
COMMON GOALS, INC.

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance covering **addiction treatment/recovery malpractice** case management malpractice, also sexual molestation/misconduct/abuse, and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by

- County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
 4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
 5. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
 6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
 - a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
 7. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 8. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
 9. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 10. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
 11. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

12. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
13. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D
BEHAVIORAL HEALTH PROVISIONS

1. 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 Contractor and any 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>). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. 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 Contract shall submit the disclosures below to NCBH regarding the network providers’ (disclosing entities’) ownership and control. Contractor's network providers must submit updated disclosures to NCBH 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:

- 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.
- Date of birth and Social Security Number (in the case of an individual).
- 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.
- 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.
- 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.
- 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 Contract.
 - 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.
 - v. 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.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor’s verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. 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.

2. 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 NCBH 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.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in 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 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 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 Contract.
- 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 Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS’s 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, 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 Tile 42 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 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.

3. 42 C.F.R. Laws and Regulations: MCO, Prepaid inpatient health plan (“PIHP”), PAHP

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, 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. Section 438.610, Contractor shall not knowingly have a relationship with the following:
- a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
 - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. Section 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 Contractor.
- (b) A subcontractor of Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of Contractor’s equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor’s obligations under this Contract.
- (e) 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 County finds that Contractor is not in compliance, County:

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

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

Contractor shall comply with County's retention policies for the treatment of recoveries of all overpayments from 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 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 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. Section 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, the Office of Inspector General's List of Excluded Individuals/Entities, the System for Award Management, as well as the Department's Medi-Cal Suspended and Ineligible Provider 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. Section 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. Section 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 Contract, 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 “E”
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 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 Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of 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 Contract 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 Contract, 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 PHI 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 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 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 Contractor on behalf of County available to 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 Contract 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 Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
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 Contractor with respect to this Contract 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 Contract.

SUMMARY OF CONTRACT

Common Goals, Inc.

Description of Services: Provision of outpatient rehabilitative treatment services for Medi-Cal beneficiaries for the recovery and treatment of alcohol/drug dependency.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$955,791	
Contract Start Date: 7/1/2022	Contract End Date: 6/30/2023
Liquidated Damages: N/A	

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589-40105-493-7831 / 521520
Automobile Liability	(\$1,000,000)	
Worker's Compensation	(Statutory Limits)	
Professional Errors and Omissions	(\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: All licenses as required to perform professional services as contemplated under this contract.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department, Health and Human Services Agency		Common Goals, Inc.	
Address:	500 Crown Point Circle, Suite 120	Address	256 Buena Vista Street, Suite 100
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Grass Valley, California 95945
Attn:	Phebe Bell	Attn:	Joseph J. Festersen
Email:	Phebe.Bell@co.nevada.ca.us	Email:	joe@commongoalsinc.org
Phone:	(530) 470-2784	Phone:	(530) 274-2000

Contractor is a: (check all that apply)				EDD Worksheet Required	
Corporation: <input checked="" type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Non-Profit: <input type="checkbox"/>	Corp. <input type="checkbox"/>				
Partnership: <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	
Person: <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>	

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit D: Behavioral Health Provisions
Exhibit B: Schedule of Charges and Payments	Exhibit E: Schedule of HIPAA Provisions
Exhibit C: Insurance Requirements	

NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE
EMPLOYEES/CONTRACTORS**

POLICY:

The Nevada County Behavioral Health Department (“BHD”) will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.

An “Ineligible Person” is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

INSTRUCTIONS:

As a prospective employee or contractor with the BHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the BHD Director.

DECLARATION

I, Joseph J. Festersem (name) on behalf of

myself, or
 Common Goals,,inc.

declare under penalty of perjury under the laws of the State of California that:

I am not, or
 the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by BHD, I (or the entity I represent) become an Ineligible Person, I will notify the BHD Director immediately.

Joseph J. Festersem
Joseph J. Festersem (Jun 16, 2022 15:04 PDT)

(Signature)

06/16/2022

(Date)