

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

**Contract No.** \_\_\_\_\_

**Contract Description:** Perinatal and non-perinatal Outpatient Drug Free Treatment (ODF) and Intensive Outpatient Treatment (IOT) Services for substance abuse using pregnant and/or parenting women, men and adolescents. Comprehensive Residential Treatment Program Services for the recovery of alcohol/drug dependency. Substance Abuse Prevention and Treatment Services to residents of Nevada County.

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

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of July 9, 2024 by and between the County of Nevada, ("County"), and Granite Wellness Centers ("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 Four Million Five Hundred Ninety Seven Thousand Two Hundred Sixty Three Dollars (\$4,597,263).**
3. **Term** This Contract shall commence on July 1, 2024 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, 2025.
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 H, 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 **and information technology security 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. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at [www.sam.gov](http://www.sam.gov). to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance

with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549

22. **Financial, Statistical and Contract-Related Records:**

- 22.1. **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.
- 22.2. **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.
- 22.3. **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.

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

24. **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.

25. **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.

26. **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.
27. **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
28. **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.
29. **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 24, Termination.
30. **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.
31. **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.
32. **Subrecipient** This contract ☐ shall not ☒ shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
33. **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.

34. **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.

35. **Information Technology Security Requirements** This contract ☐ shall not ☒ shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.



36. **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 of Health and Human Services		Granite Wellness Centers	
Address:	950 Maidu Ave	Address	180 Sierra College Drive
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Kelly Miner-Gann	Attn:	Victoria Blacksmith
Email:	kelly.miner-gann@nevadacountyca.gov	Email:	Vblacksmith@granitewellness.org
Phone:	(530) 470-2522	Phone:	(530) 273-9541

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: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Clerk of the Board of Supervisors, or designee

Approved As to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR:** Granite Wellness Centers

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

***\*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](#)

Exhibit F: [Information Technology Security](#)

Exhibit G: [Additional Funding Term and Conditions](#)

[Summary Page](#)

**EXHIBIT A  
SCHEDULE OF SERVICES  
GRANITE WELLNESS CENTERS**

Granite Wellness Centers, hereinafter referred to as “Contractor”, shall provide substance use disorder (SUD) services for the County of Nevada, Department of Behavioral Health hereinafter referred to as “County.” Contractor will provide these SUD services through the following programs:

- Outpatient Services ASAM Level 1 and Intensive Outpatient Treatment (IOT) ASAM Level 2.1 (Exhibit A-1)
- Recovery Services (Exhibit A-2)
- Residential Treatment ASAM Level 3.1 and 3.5, Withdrawal Management ASAM Level 3.2 Programs (Exhibit A-3)
- Recovery Residences (A-4)
- Perinatal Services (Exhibit A-5)
- Maintenance and Repairs-Lovett Recovery Center (Exhibit A-6)
- DUI Program (Exhibit A-7)
- SUBG Funded Treatment Services (Exhibit A-8)
- Adult Drug Court and Service for Probation Department (Exhibit A-9)

1) Contractor Responsibilities

To receive Medi-Cal reimbursement for Drug Medi-Cal substance use disorder services, Contractor shall provide these services under the direction of a physician and the following requirements shall apply:

a. Admission Criteria & Procedures

- i. Develop and use criteria and procedures for the admission of individuals to treatment.
- ii. Complete a personal medical and substance use disorder history for each individual upon admission to treatment.
- iii. Complete an assessment of the physical condition of the individual within 30 days of the admission to treatment date. The assessment shall be completed by either:
  1. A physical examination of the individual by a physician, registered nurse practitioner, or physician assistant authorized by state law to perform the prescribed procedures.
  2. A review of the documentation of a physical examination completed within the last 12 months.
  3. 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.

b. Progress Notes

- i. The counselor shall record a progress note for each participant participating in an individual or group counseling session. Progress notes are individual summaries and shall include:
  1. A description of the participant’s progress on the treatment plan, problem list, goals, action steps, objectives and/or referrals.
  2. Information on a participant’s attendance including the date (month, day, year) and duration in minutes of each individual or group counseling session.

c. Continuing Services for Participants

Continuing services shall be justified as follows:

- i. No sooner than 5 months and no later than 6 months from the participant'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 participant to receive continued treatment services.
    - ii. If the counselor recommends that the participant requires further treatment, the physician shall determine the need to continue services based on the following:
      - 1. Medical necessity of continuing treatment.
      - 2. The prognosis.
      - 3. The counselor's recommendation for the participant to continue.
    - iii. The Contractor shall discharge the participant if the physician determines there is no medical necessity to continue treatment.
  - d. Discharge
 

Discharge of a participant may occur on a voluntary or involuntary basis. Contractor must provide a discharge summary for every client that discharges either voluntarily or involuntarily, within 5 business days. Discharge summaries must include the following elements:

    - i. The duration of the participant's treatment episode as determined by the dates of admission to and discharge from treatment.
    - ii. The reason for discharge.
    - iii. A narrative summary of the treatment episode.
    - iv. Participant's prognosis at time of discharge.
  - e. 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.
    - ii. Performance Standard:
      - 1. First face-to-face appointment shall occur no later than 10 business days of initial contact.
      - 2. First face-to-face appointment for Medication Assisted Treatment for members with alcohol or opioid disorders shall occur no later than 5 business days.
      - 3. Document ASAM Level of Care (LOC) data for initial full assessments and follow up assessment; record ASAM LOC data on the County provided spreadsheet. The Adolescent ASAM screening tool should be used for adolescents.
      - 4. No shows for assessment appointments shall be collected and reported.
      - 5. No show data for ongoing treatment appointments, including individual and group counselling, shall be included in the quarterly report.
    - iii. The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which the 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 reopen and renegotiate this Agreement upon thirty (30) days written notice to Contractor.
  - f. Administrative
    - i. 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 SUD treatment to clients and how much of the capacity was utilized that month.

1. If the provider has a waiting list for publicly funded SUD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.
2. 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. For example, information needed for the County's yearly External Quality Review Organization (EQRO) audit.
3. 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.

ii. Quarterly Reports

The Quarterly Report, based on the Fiscal Year, is due October 31<sup>st</sup> for 1<sup>st</sup> quarter, January 31<sup>st</sup> for 2<sup>nd</sup> quarter, May 31<sup>st</sup> for 3<sup>rd</sup> quarter and August 30<sup>th</sup> for 4<sup>th</sup> quarter. Contractor must send quarterly reports to the SUD Program Manager and the Quality Assurance Manager. Quarterly Reports shall include the following information:

1. Average length of stay of program participants for each program or LOC (ASAM Level 1 average length of stay, ASAM Level 2.1, ASAM Level 3.1, 3.2, 3.5, Recovery Services and Recovery Residences.)
2. No show data for treatment appointments, including individual counseling and group counseling, reported 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.
3. Percentage of unplanned exits for each level of care.
4. 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 a minimum of 10 days from day of episode opening will be included in this measure.
5. Number 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 medical provider and/or dentist.
6. Number of clients with Alcohol Use Disorder as a primary diagnosis linked to MAT.
7. Number of clients with Opioid Use Disorder as a primary diagnosis linked to MAT.
8. Number of Ancillary Services provided to participants.
9. Number of youths enrolled in outpatient services.
10. Number of participants enrolled at Truckee Service Center.
11. Number of community presentations regarding alcohol related problems.
12. Number of adolescents participating in prevention activities.
13. Description of Ancillary Services provided to target populations.
14. Description Adult Services Prevention activities.
15. Number of drug tests given.

iii. Quarterly Quality Assurance activities report shall include:

1. Total number of charts reviewed within 30 days of admin.
  2. Total number of charts reviewed within 90 days of admin.
  3. Percentage of records reviewed meeting medical necessity criteria.
  4. Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC.
  5. Percentage of client plans completed on time with all required signatures.
  6. Percentage of progress notes reviewed that had all required elements.
- iv. Group Metrics
1. Total number of groups facilitated.
  2. Total number of group progress notes reviewed with corresponding Granite Wellness Centers sign-in sheets as verification of attendance (including both printed and signed name of the client and staff).
  3. Percentage of group notes that met attendance documentation requirements.
- v. Staffing
1. Contractor Medical Director must meet the following requirements:
    - a. Enrolled with DHCS under applicable state regulations.
    - b. Screened as a “limited” categorical risk within a year prior to serving as a Medical Director.
    - c. Signed a Medicaid provider agreement with DHCS.
  2. Trainings
    1. Submit titles of trainings, a brief description, training dates, and the number of staff in attendance.
    2. Specific trainings on culturally specific and supported practices.
    3. Specific trainings on recovery model, evidence-based practices, and family engagement efforts.
- vi. County Meeting Participation
- Contractor shall regularly attend and participate in the following County meetings:
1. Quality Improvement Committee (QIC), held monthly
  2. Contractor Meeting, held monthly
  3. SUD Quality Assurance Meeting, held monthly
  4. NCBH & GWC Fiscal Meeting, held quarterly
  5. NCBH & GWC Care Coordination Meeting, held weekly
- vii. Data Submission
1. Contractor agrees to submit all data files to the County using FileShare as opposed to email.
  2. If this method is temporarily unavailable, an alternate transfer method can be agreed upon by County and GWC management.
  3. Additional training on how to use the FileShare system will be available from the County to contracted staff as needed to align with this process.
- g. Delivery of Individualized and Quality Care
- i. Treatment Perception Survey
- Contractor shall participate in the annual Treatment Perception Survey (TPS) as directed by County and DHCS.
1. Member Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perception 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.
  2. Performance Standard:

- a. At least 80% of members will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey.
    - b. At least 80% of members 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).
    - c. At least 75% of members completing the Treatment Perception Survey will report being satisfied (3.5 out of 5.0) with the location and time of services.
  - ii. Evidence-Based Practices (EBPs)  
Contractors will implement, and assess fidelity to, at least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psychoeducation.
    - 1. Performance Standard:
      - a. Contractor will implement with fidelity at least two approved EBP's
  - iii. ASAM LOC  
All members 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.
    - 1. Performance Standard:
      - a. 100% of members participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care.
      - b. At least 70% of members admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment.
      - c. At least 80% of members are reassessed within 90 days of the initial assessment.
- h. Diversity, Equity, Inclusion  
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 moving forward. Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the distinct 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 is to contact County -SUD Program Manager and QA Manager about proposed metrics to track.
- i. Additional Contract Responsibilities for Participants referred through the Nevada County Probation Department
  - i. Contractor agrees to provide all treatment components listed in this contract to eligible persons referred through and authorized by the Nevada County Probation Department. Contractor may accept referrals and authorizations from a Post Release Community Supervision coordinating Deputy Probation Officer, Adult Supervising Probation Officer, Adult Probation Program Manager, Chief Probation Officer, or other authorized designee. County may terminate participants from Granite Wellness

- Centers services at any time. Contractor shall at all times maintain communication and coordination with Probation Officers and/or their designee and meet with them and/or their designee as needed regarding all services detailed in this contract.
- ii. Contractor shall provide reasonable transportation for individuals residing in Recovery Residences to and from treatment programs, counseling, court and/or probation appointments, and any other services which the individual may be required to participate in as a condition of his or her probation. Contractor shall provide nutrition counseling and nutrition monitoring services, all food, sundry necessities, and household items including bed linens and towels.
  - iii. Participants referred through the Probation Department to reside in the Residential Treatment Program shall not receive outside passes to leave any residential treatment facility without prior approval by a Deputy Probation Officer, Supervising Deputy Probation Officer, or Program Manager. Participants, excluding those chaperoned by Contractor's Residential Staff, shall be drug tested by Contractor for illicit substances upon their return to a residential treatment facility from an outside pass.
  - iv. Contractor shall:
    - 1. Send the following client program information bi-weekly:
      - a. Name of class
      - b. Date of intake
      - c. Date of start
      - d. Attendance
      - e. Average length of classes for program (dosage)
      - f. Engagement
      - g. Date of exit
      - h. Reason (completed, attendance, etc.)
    - 2. Notify Probation of any unexcused absences or non-compliance of program rules within 48 hours.
    - 3. Complete GMU and update quarterly.
    - 4. Other assessments as needed.
  - j. Additional Contractor Responsibilities for Participants referred through the Nevada County CalWORKs Department:
    - i. Contractor will provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
    - ii. Assurance of Compliance with Confidentiality- Contractor shall hold CalWORKs related information confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10. Contractor agrees that he/she will provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the aforementioned laws and regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.
    - iii. Assurance of Compliance with Confidentiality- See Attachment 2.
    - iv. Request authorization from CalWORKs staff to provide recommended services for a predetermined period (usually 30 or 60 days). Reauthorization is required for each subsequent time period services are recommended.
    - v. Provide a progress report to CalWORKs Employment Services at the end of each 30 (thirty) day service period for each CalWORKs client and more frequently when extra support is needed for a specific client. Contractor shall facilitate contact between client and CalWORKs Employment Services Staff as appropriate.



- vi. Development of a treatment plan within 30 days of referral, in collaboration with CalWORKs staff, behavioral health staff, and family members.
- vii. Monthly review of progress with County staff.
- viii. Contractor shall review and discuss with CalWORKs Employment Services when a CalWORKs client is considered ready for discharge including:
  - 1. Reason for discharge (Successful completion of program; unsuccessful completion of program; involuntary discharge; or transfers and referral).
  - 2. A discharge summary including description of treatment and recovery services, vocational and educational achievements, legal status, participant's continuing recovery or exit plan, and participant's comments.
  - 3. Contractor shall collaborate with County in the development of an aftercare plan for each person referred under the terms of this Agreement.
- ix. Risk Needs Responsivity: Contractor shall participate in Risk Needs Responsivity practices as determined by County.
- k. Additional Contractor Responsibilities for Participants referred through the Nevada County Child Welfare Services (CWS):
  - i. Contractor agrees to provide all treatment components listed in this contract to eligible persons referred through and authorized by the Nevada County CWS. Contractor may accept referrals and authorizations from a Social Worker or Social Services Supervisor that has approval from the Program Manager or an authorized designee. County may terminate participants from Granite Wellness Centers services at any time. Contractor shall at all times maintain communication and coordination with Social Workers and/or their designee and meet with them as needed regarding all services detailed in this contract.
  - ii. Contractor shall:
    - 1. Provide assessments within 72 hours.
    - 2. Client progress reports quarterly or as needed.
    - 3. Notify CWS of any unexcused absences or noncompliance with program rules.
    - 4. Meet biweekly to staff cases.

**EXHIBIT A-1**  
**OUTPATIENT SERVICES AND INTENSIVE OUTPATIENT TREATMENT (IOT)**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

- a. Outpatient Services (ASAM Level 1) Outpatient Services (ASAM Level 1) are counseling services provided to members (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 individual's problem list or treatment plan when applicable.
- b. 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's problem list or treatment plan when applicable.
- c. For group counseling in Outpatient Drug Free (ODF) and IOT, one or more clinicians 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).
- d. Youth outpatient treatment services (ASAM Level 1.0 and ASAM Level 2.1) will be provided following the current Adolescent Substance Use Disorder Best Practices Guide issued by the Department of Health Care Services (DHCS).  
[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/A%20dolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/A%20dolBestPracGuideOCTOBER2020.pdf)

2) Outpatient and Intensive Outpatient Services contain the following elements:

- a. Intake: The process of determining that a member meets the medical necessity criteria and admitting the member into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Contractor will screen for cooccurring disorders. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
- b. Individual and Group Counseling: Contacts between a member and a therapist or counselor.
- c. Patient Education: Provide research-based education on substance use disorders, treatment, recovery, and associated health risks.
- d. Family Therapy: The effects of substance use disorders are far-reaching, and patient's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- e. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the member, focused on the treatment needs of the member in terms of supporting the achievement of the member's goals. Significant persons are those who share a personal connection with the member, distinct from official or professional affiliations.
- f. Crisis Intervention Services: Contact between a therapist or counselor and a member in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of

relapse. Crisis intervention services shall be limited to the stabilization of the member's emergency.

- g. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
- h. Care Coordination: Services to assist members in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community resources. Care coordination can be face-to-face or over the telephone and shall be consistent with and not violate confidentiality of substance use disorder clients as set forth in 42 CFR Part 2, and California law. The components of care coordination include all of the following:
  - i. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of care coordination.
  - ii. Transition to a higher or lower level of SUD care.
  - iii. Development and periodic revision of a client plan that includes service activities.
  - iv. Communication, coordination, referral, and related activities.
  - v. Monitoring service delivery to ensure member access to service and the service delivery system.
  - vi. Monitoring the member's progress.
  - vii. Client advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

### 3) Locations of ODF and IOT Services

- a. Granite Wellness Centers offers ODF and IOT in two fully licensed locations:
  - i. Auburn Campus: 12183 Locksley Ln, Ste 101 to 104, Auburn CA 95602
  - ii. Grass Valley Campus: 180 Sierra College Dr, Grass Valley, CA 95945

**EXHIBIT A-2**  
**RECOVERY SERVICES**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

Recovery Services are made available to eligible members after they complete their course of treatment, or to prevent relapse. 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 clients. Services are available to members whether they are triggered, have relapsed, or as a preventative measure to prevent relapse. Recovery Services may be provided by an LPHA, registered or certified substance use treatment counselor, or certified peer staff.

a. Recovery Services shall include:

- i. Outpatient Counseling Services in the form of individual or group counseling to stabilize the member and then reassess if the member needs further care (billed as "Individual Counseling" or "Group Counseling").
- ii. Recovery Monitoring to provide coaching and support via telephone and internet (billed as Recovery Monitoring/Substance Use Assistance).
- iii. Substance Use Assistance to provide peer-to-peer services and relapse prevention (billed as Recovery Monitoring/Substance Use Assistance).
- iv. Education and Job Skills provides linkages to life skills, employment services, job training, and education services (billed as Care Coordination).
- v. Family Support provides linkages to childcare, parent education, child development support services, family/marriage education (billed as Care Coordination).
- vi. Support Groups provide linkages to self-help and support, spiritual, and faith-based support (billed as Care Coordination).
- vii. Ancillary Services provide linkages to housing assistance, transportation, care coordination, and individual services coordination (billed as Care Coordination).

b. Additionally, the Contractor shall:

- i. Provide Recovery Services to members as medically necessary.
- ii. Provide members with access to Recovery Services after completing their course of treatment.
- iii. Provide Recovery Services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the member.

c. Requirements

- i. The use of an active and ongoing problem list is required, with progress notes reflecting the care given, aligning with the appropriate billing codes.
- ii. A problem list is required for all clients in Recovery Services. It is due within 30 days of day of admission to Recovery Services.
- iii. The problem list and corresponding progress notes may include the plan for ongoing recovery and relapse prevention that was developed during discharge planning when treatment was completed.

**EXHIBIT A-3**  
**RESIDENTIAL AND WITHDRAWAL MANAGEMENT PROGRAM**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

a. Residential and Withdrawal Management Program

- i. RESIDENTIAL LEVEL 3.1– Clinically Managed Low Intensity  
Provides 24-hour structure with available trained personnel and at least 5 hours of clinical service per week of low-intensity treatment of substance use related disorders and preparation for outpatient treatment. Treatment is characterized by services such as individual, group, and family counseling and psychoeducation. These services facilitate the application of recovery skills, relapse prevention, and emotional coping strategies.
- ii. RESIDENTIAL LEVEL 3.5– Clinically Managed High-Intensity  
Provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment. Services include at least 20 hours of clinical service per week designed to assist clients whose addiction is so out of control that they need a 24-hour high intensity, supportive treatment environment.
- iii. WITHDRAWAL MANAGEMENT LEVEL 3.2- Clinically Managed Residential Withdrawal Management, sometimes referred to as “social setting detoxification.”

2) Residential and Withdrawal Management Program Locations

a. Granite Wellness Centers operates two fully licensed residential facilities which also have licenses for withdrawal management services:

- i. Grass Valley Campus: Hope House/Serenity House: 159 Brentwood Drive, Grass Valley, CA 95945
  1. Hope House is a residential treatment program for women (18 or over) with children (up to age 12, or with special exception) and single women (age 18 or over), and Serenity House is for men (18 or over). Hope House/Serenity House are licensed and certified by ADP to serve up to 50 adult women/men with up to 10 children. The programs are also approved for withdrawal management services.
- ii. Nevada City Campus: Lovett Recovery Center (LRC) at Bost House, 145 Bost Avenue, Nevada City, CA 95959
  1. LRC or Bost House is a residential treatment program certified by ADP to serve up to 27 women/men. The program is also approved for withdrawal management services.
  2. Contractor will contribute toward the maintenance and repair of the facility as outlined in Exhibit A-6 of this contract.
  3. Contractor shall provide County with weekly census of clients at Bost House and any other Nevada County members if located at other sites.
  4. Granite Wellness Centers’ current contractual agreement to provide services within Bost House will terminate on September 30, 2024.
- iii. Dedicated Bed Pilot
  1. Contractor shall reserve and maintain in their bed inventory, twenty-two treatment beds at the Bost House location for the sole use of the County (“dedicated beds”) during the period of 7/1/2024 to 8/1/2024. With approval of both parties, Dedicated Bed Pilot could continue until 9/30/2024.

2. Individual bed rate shall not be charged to County if Contractor does not fill the bed within 24 hours of receiving a referral from the County, unless the 24 hours falls on a weekend or a holiday, then the bed will be filled by the end of the next business day following the weekend or the holiday. Effort should be made by both parties to fill beds prior to the weekend.
3. If Contractor declines referral from County, Contractor must provide notice to County within 24 hours unless the 24 hours falls on a weekend or a holiday then notice must be given by the end of the next business day following the weekend or the holiday including reason for decline. Upon declining a referral, Contractor must immediately attempt to place any subsequent referrals in referral queue from County within the above stated 24 hours.
4. If Contractor is unable to provide sufficient staffing to operate twenty-two beds, County shall only be responsible for payment of number of available treatment beds in accordance with staffing levels.
5. County agrees to pay for 22 beds per night, assuming the above criteria have been met, even when the County does not have 22 clients ready to be placed in those beds.

3) Residential Treatment Referral and Authorizations

- a. Clients may be referred to Contractor through an authorized County agency or may be self-referred. County will conduct initial screening to make an initial level of care determination and pre-authorize residential treatment and/or withdrawal management.
  - i. Self-referred clients may be screened by Contractor for eligibility; the screening shall be sent to the county for pre-authorization and placement on the referral list.
  - ii. Clients that do not meet the criteria for residential placement will be referred to an outpatient substance use treatment program.
  - iii. The client's chart will contain the clinical documentation needed to support the level of care the client is receiving.
  - iv. Contractor will not be required to request treatment extensions from the county but the documentation supporting the needed for extended treatment shall be contained in the chart and will be periodically reviewed by the County.

4) Residential Treatment Services contain the following elements

- a. Intake: The process of determining that a member meets the medical necessity criteria and admitting the member into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Contractor will screen for cooccurring disorders. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment
- b. Individual and Group Counseling: Contacts between a member and a therapist or counselor.
- c. Patient Education: Provide research-based education on substance use disorders, treatment, recovery, and associated health risks.
- d. Family Therapy: The effects of substance use disorders are far-reaching, and client's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the client's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- e. Safeguarding Medications: Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

- f. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the member, focused on the treatment needs of the member in terms of supporting the achievement of the member's goals. Significant persons are individuals that have a personal, not an official or professional, relationship with the member.
- g. Crisis Intervention Services: Contact between a therapist or counselor and a member in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the members emergency.
- h. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within ten (10) days of admittance to the program. On a continual or as clinically appropriate basis, a counselor shall review the process and LOC of the member to ensure appropriate placement and services. At a minimum the Treatment Plan will be written to address these seven (7) domains:
  - i. Substance Use and/or Withdrawal Potential
  - ii. Biomedical/Behavioral Conditions and Complications (physical health)
  - iii. Emotional/Behavioral Conditions and Complications (mental health)
  - iv. Treatment Acceptance/Resistance/Readiness to Change
  - v. Relapse/Continued Use Potential
  - vi. Recovery Environment (Family, Social, Educational, Vocations)
  - vii. Discharge Planning (plan for reintegration into community after discharge, including permanent housing and support)
- i. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
- j. Care Coordination: Services to assist members in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Care coordination can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug clients as set forth in 42 CFR Part 2, and California law. The components of care coordination include:
  - i. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of care coordination
  - ii. Transition to a higher or lower level of SUD care
  - iii. Development and periodic revision of a client plan that includes service activities
  - iv. Communication, coordination, referral, and related activities
  - v. Monitoring service delivery to ensure member access to service and the service delivery system
  - vi. Monitoring the member's progress
  - vii. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services
- k. Clinical Consultation: Not a direct service to the member. Clinical Consultation Services include Contractor Clinical staff consulting with addiction medicine physician specialist, addiction psychiatrists or clinical pharmacists. Clinical consultation services are not with the client; rather, they are designed to assist DMC clinicians and/or physicians with seeking expert advice on designing treatment plans for specific clients, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. The contracted clinician available for consult in Nevada County is Dr. Alinea Stevens of Chapa De Indian Health.

- l. Discharge Services: The process to prepare the member for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing, and human services.
  - m. Community Outreach and Issue Resolution at the Lovett Recovery Center at Bost House: Contractor to conduct community outreach, liaise with service groups, and resolve issues with neighbors that may arise.
- 5) Withdrawal Management
- a. Contractor's withdrawal management services shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules, and regulations, and shall remain in full compliance during the term of any contract with the County.
  - b. Contractor shall maintain at all times trained, skilled, paid staff on every shift that have been trained in CPR, Life Support and Withdrawal Management.
  - c. Withdrawal Management is considered to be a minimum of 72 hours but is not to exceed 30 days.
  - d. Contractor shall maintain policies and procedures that include under what conditions nursing and physician care is warranted and/or when transfers to a medically monitored facility or an acute care hospital are necessary.
  - e. Contractor shall maintain policies and procedures that include under what conditions a client is accepted into the residential program who receives Medication Assisted Treatment (MAT) through another provider in the community.
  - f. Contractor will partner with the County to develop an appropriate aftercare plan for each person referred under the terms of the contract.
  - g. Contractor will provide care coordination services and seek physician consultation when appropriate.
- 6) Contractor Responsibilities
- a. Contractor shall utilize evidence-based practices (EBPs) and curricula throughout the residential treatment programs. 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 as follows:
    - i. Motivational Interviewing: A member-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 past successes.
    - ii. 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.
    - iii. 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.
    - iv. Trauma-Informed Treatment: Services must consider an understanding of trauma, and place priority on trauma survivors' safety, choice, and control.
    - v. Psychoeducation: Psychoeducational groups are designed to educate members about substance use related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to act on their own behalf.



- vi. DMC-ODS Counties shall ensure providers have implemented EBPs and are delivering the practices to fidelity.
- b. Special Issues Addressed
  - i. Contractor's residential programs shall have comprehensive policies and procedures to work with specific populations such as:
    - a. Women's and men's issues
    - b. Clients with trauma and sexual assault issues
    - c. Clients with co-occurring disorders
    - d. Clients with literacy issues
  - ii. County reserves the right to visit the residential program and to walk through the facility without any prior notice. County staff will be courteous and non-disruptive to the ongoing treatment program when performing this function. The County further reserves the right for county department staff to participate in any of the treatment groups with reasonable prior notification to the Contractor and written consent of all group participants.
- c. Relapse Prevention and Community Integration
 

Contractor's residential program prioritizes transition planning, beginning at intake to support successful reintegration. Contractor's programs include the following components:

  - i. Family Team Meetings: A key strategy to support successful reintegration through engaging the participant and the identified support system to collectively support the participant's plan.
  - ii. Follow-up Care: During intake, consent for follow-up is signed by each participant and upon successful completion each participant is called at 30 days, 90 days, 6 months, and 1 year after completion of program to assess their level of success and/or needs for additional services or referrals. Reports are compiled on an annual basis and disseminated to staff. Individuals are encouraged to attend weekly Alumni meetings and regularly check in with staff on their status.
  - iii. Care Coordination: Granite Wellness Centers' clinicians provide strength-based care coordination to identify appropriate resources and plans with respect to housing, employment, education, medical services, and support clients to achieve other milestones toward greater self-sufficiency (e.g. childcare enrollment; obtaining and improving credit scores, etc.).
  - iv. Alumni: Participants are also encouraged to join Granite Wellness Centers Alumni, an informal support system as well as a means for contributive citizenship. Alumni participate in community events to help educate about available resources, fundraise to support people in early recovery, and participate in events like Recovery Happens.
  - v. Transition Plan: A written transition plan is prepared when a person is transferred to another level of care, an aftercare program, or prepares for discharge. In addition to resources, the plan will identify the person's current progress in his/her own recovery and movement toward wellbeing; need for support systems; as well as information on medications, when applicable; referral source information; and communication on options available should symptoms recur.
  - vi. Relapse: Contractor will not automatically discharge a member who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the member will receive an individual counseling session, to determine what triggered the use and may be reassessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the County care

coordinator and/or probation officer (if applicable) is also highly recommended.

- d. Discharge
  - i. Contractor will report to the County the date of discharge, whether voluntary or involuntary, within one business day. Contractor can confirm successful planned discharge via email to the designated County contact but needs to call the designated contact prior to any unplanned termination, i.e. discharges that occur against staff advice or “ASA’s.” If it is a weekend, a voicemail message will be left with the County contact in addition to all regular discharge communications and processes.
  - ii. All policies and procedures for refusal to admit an individual, or for terminating an individual from a program will be subject to County review. All terminations will be reported as soon as the decision is in process and no later than the actual termination date.
- e. Statham (Fund 1144) Funded Program Services
  - i. Statham funds are fines imposed for violations of the Vehicle Code, Sections 23103, 23104, 23152, or 23153. Statham funds are to be used exclusively for treatment of Alcohol Use Disorder or a Substance Use Disorder that includes Alcohol Use Disorder. Contractor agrees to provide residential treatment services for individuals referred from the County and as authorized for Statham Services under this Agreement.

**EXHIBIT A-4**  
**RECOVERY RESIDENCES**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

- a. Contractor will provide Recovery Residences for County SUD clients, including those participating in Adult Drug Court or other collaborative courts. Contractor currently maintains eight Recovery Residences, 59 beds total; separated for men, for women; and for women with children. Participants in residential treatment often access this resource as a lower level of care that still provides an affordable supported living environment, free from any illicit drug and non-prescribed medication, while individuals rebuild their own housing and employment resources. Clients qualify for entry into Recovery Residences after being substance free for a period of 30 days and can remain housed in these environments for up to one year, depending on client needs or circumstances.

2) Contractor Responsibilities

- a. Contractor to provide Recovery Residences to participants through grant funding from Community Based Transitional Housing (CBTH). Additionally, SUBG funds may be used to fund Recovery Residences for participants approved by the County. Contractor operates Recovery Residences in accordance with all applicable zoning.
- b. Individuals are required to participate in ongoing outpatient treatment or Recovery Services while they live in the Recovery Residences program, to remain illicit substance free, and are expected to be active in developing the assets for self-sufficiency such as job skills, continued education, receiving medical attention for chronic issues, and attaining permanent and safe housing. In addition to maintaining abstinence from substances, the explicit goal of transitional living is for individuals to use the time to build a solid foundation for self-sufficiency.
- c. Contractor will not automatically discharge a member who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the member will receive an individual counseling session, to determine what triggered the use and may be reassessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the County care coordinator and/or probation officer (if applicable) is also highly recommended.

3) Funding

- a. All participants that are funded for Recovery Residences with County funds must have prior written authorization from Nevada County Behavioral Health Department. County will issue a written authorization according to a level system:
  - i. Level 1- The County will pay 100% of the Recovery Residence cost for up to three months, depending on client need and circumstances.
  - ii. Level 2- The County will pay 50% of the Recovery Residence cost and the client will pay the remaining 50%, for up to three months, depending on client need and circumstances.
  - iii. Level 3- The County will pay 25% of the Recovery Residence cost, and the client will pay 75%, for up to three months, depending on client need and circumstances.
  - iv. Level 4- The County will pay 10% of the Recovery Residence cost while the client completes treatment and maintains employment and/or educational program, usually for a period of three months, depending on client need and circumstances.
- b. The levels allow clients in early recovery to focus on their treatment. They then gradually transition to a focus on independent living and self-sufficiency. Contractor shall not be reimbursed by County for housing unless a written authorization is on file. Contractor will submit a request for reauthorization in writing to the County Department which funds the

client's housing no later than 5 business days prior to expiration date of the current authorization period. Contractor to follow the Recovery Residences Guidelines developed by the County in accordance with SUBG regulations and participate in inspections as directed by the County.

c. Locations of Recovery Residence Services

a. Granite Wellness Centers offer Recovery Residences at the following locations:

- i. 139 Brentwood Dr, Grass Valley, CA 95945
- ii. 152 Brentwood Dr, Grass Valley, CA 95945
- iii. 187 Brentwood Dr, Grass Valley, CA 95945
- iv. 187B Brentwood Dr, Grass Valley, CA 95945
- v. 194 Brentwood Dr, Grass Valley, CA 95945
- vi. 13480 Highway 49, Grass Valley, CA 95949
- vii. 153 Arcadia Dr, Grass Valley, CA 95945
- viii. 303 Bennett St, Grass Valley, CA 95945

**EXHIBIT A-5  
PRENATAL SERVICES  
GRANITE WELLNESS CENTERS**

1) Program Overview

- a. The Perinatal Program provides coordinated substance use intervention and treatment services complimented with health care and pertinent ancillary services to pregnant and parenting women of Nevada County following the current Perinatal Services Network Guidelines issued by DHCS In bringing together substance use treatment, mental health, and social services expertise, with health professionals. Contractor shall provide a cohesive system for intervention, assessment, education, treatment, and referrals to enhance the well-being of women and their children.  
[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)
- b. The Perinatal Program will also:
  - i. Provide or arrange for primary pediatric care, including immunizations, for patients' dependent children.
  - ii. Provide onsite childcare for children during the hours of the Perinatal Treatment Program. However, the mother is ultimately responsible for her children, and in the event of a child's illness or other problems, the mother may be asked to leave the women's activities and care for her child(ren).
  - iii. Provide or arrange for transportation to and from the treatment site, for individuals who do not have their own transportation. Perinatal Services shall include but not necessarily be limited to the following:
    1. Substance use disorder counseling and education.
    2. Individual, group, and family counseling.
    3. Sexual and physical abuse counseling.
    4. Parenting education for other/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative childcare pursuant to Health and Safety Code Section 1596.792).
    5. Education to reduce harmful effects of substances on the mother and fetus or the mother and infant.
    6. Education on HIV/AIDS transmission and access to testing.
    7. Education on TB and Hep C and access to testing.
    8. Coordination of ancillary services (i.e. assistance in accessing and completing dental services, social services, community services, educational/vocational training, and other services which are medically necessary to prevent risk to fetus or infant) and referral to pertinent community services according to client treatment/discharge plans.
    9. Gender specific substance use treatment and other therapeutic interventions for women which address issues of relationships, sexual and physical abuse, and parenting.
    10. Sufficient care coordination to ensure that women and their children have access to primary medical care, primary pediatric care, gender specific substance use recovery and treatment, and other needed services.
  - iv. Referrals based on individual assessments that may include but are not limited to: self- help recovery groups; pre-recovery and treatment support groups, sources for housing, food, legal-aid, care coordination; children's services, medical services, and Temporary Assistance to Needy Families/ Medi-Cal service.
    1. Perinatal Target Population  
Women with a Substance Use Disorder (SUD) who are any of the following:

- a. Pregnant.
  - b. Parenting and using substances, with dependent child(ren).
  - c. Attempting to regain custody of their children.
  - d. Postpartum and their children.
  - e. With substance exposed infants.
2. Perinatal Admission Priority  
Priority admission for women to perinatal funded services will be given in the following order:
  - a. Pregnant injection drug users.
  - b. Pregnant substance users.
  - c. Injection drug users.
  - d. All others.
3. Referral to Other Programs and Interim Services  
When Granite Wellness Centers' Perinatal program is unable to admit a substance using pregnant woman because of insufficient capacity or because the program does not provide the necessary services, a referral will be made to a program that can meet the client's needs until admission to Perinatal services can be accommodated. Such referral or interim services will be provided within 48 hours of a woman physically presenting for services at Granite Wellness Centers. Pregnant women receiving interim services will be placed at the top of the referral list for program admission.
  - a. Injection drug-using women will either:
    - i. Be admitted to the program no later than 14 days after making the request.
    - ii. Admitted to program within 120 days after making the request if interim services are provided.
  - b. A list of community resources shall be made available to all clients.
  - c. Interim Services will be as follows:
    - i. HIV and Tuberculosis (TB) education and counseling and referrals for testing admitted to the program no later than 14 days after making the request.
    - ii. Referrals for prenatal health care.
    - iii. Education of the effects of substance use on the fetus.

**EXHIBIT A-6**  
**MAINTENANCE AND REPAIRS-LOVETT RECOVERY CENTER AT BOST HOUSE**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

Contractor will contribute toward the maintenance and repair of the Lovett Recovery Center facility located at 145 Bost Avenue, Nevada City CA 95959.

- a. Contractor will not be charged rent for the use of the facility but will be required to contribute \$1,800 per month towards maintenance and repair of the facility.
- b. Utilizing these funds, the County will provide the following types of facility maintenance and repairs:
  - i. Parking lot, plumbing (excluding drain cleaning), heating, air conditioning and water heater, tree trimming, electrical, exterior painting, decks and stairs, and roof repair.

2) Contractor is responsible for:

- a. All utilities including telephone, internet, and cable services
- b. Drain cleaning, trash removal
- c. Cleaning floors
  - i. Carpet cleaning
  - ii. Vacuum carpets at least weekly or more depending on usage
  - iii. Clean vinyl floors according to manufacturer instructions
- d. Snow clearing
  - i. Spreading sand or salt as appropriate for safety
- e. Pest control
  - i. Reasonable measures to prevent outbreaks of bedbugs and other common pests.
  - ii. Contractor shall be responsible for eradicating any pest infestation should it occur.
- f. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following: interior painting, sheetrock, plaster, flooring, doors, windows, door and window screens, landscaping, and décor
- g. Except for any landscaping performed by residents under staff supervision, all maintenance and repairs by the provider must be performed by licensed and insured contractors
- h. Contractor will be responsible for installation and maintenance of security cameras
- i. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following items, including but not limited to:
  - i. sheets, bedspreads, blankets, mattress
  - ii. pillow protectors, pillows
  - iii. desk chair, file cabinet, computer workstation/printer, office supplies
  - iv. small appliances (toaster, microwave, coffee maker, blender, vacuum cleaner)
  - v. dishes, pots, pans, utensils
  - vi. hangers, towels, bathmats, interior and exterior trash cans
  - vii. light bulbs, cleaning supplies, outside furniture
  - viii. electronics (television, stereo, phones)
  - ix. mattresses & frames, bedroom furnishings
  - x. kitchen table and chairs, sofa, coffee table, living room chairs, group room chairs
  - xi. major appliances (stove, refrigerator, washer and dryer)
  - xii. window coverings, fire extinguishers and alarms
  - xiii. light fixtures, bookshelves, décor

**EXHIBIT A-7**  
**PREVENTION / EARLY INTERVENTION**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

Services in a. and b. below shall be provided cost free to the public:

- a. Information, Referral Services, and Community Presentations
  - i. Contractor shall provide information and/or referral services and community presentations to individuals about substance use related problems for themselves, their family or other individuals.
- b. Youth Prevention/Treatment Services
  - i. Youth Outpatient Prevention/Treatment Program  
Provides a variable outpatient program for adolescents. This program is set up in three phases. Each phase is at twelve (12) week increments and consists of at least one, or as many as three weekly education/process groups (1 hr. and 30 mins.), a minimum of seven (7) individual counseling sessions (1 hr.) and may also include therapeutic services; individual therapy sessions as well as Family Therapy Groups (weekly), where appropriate. Clients will submit urinalysis tests as frequently as once weekly and with a minimum of once monthly. Successful completion of services is contingent upon a clean urinalysis test. Each intervention episode will include up to one-year of follow-up contact by Granite Wellness Centers.
  - ii. Target Population  
Adolescents (ages 13 through 18) who are defined as at-risk for chemical dependency and adolescents who are transitioning from out-of-home placement or at risk of entering/re-entering the Foster Care System.
  - iii. Referrals  
Referrals for the program will come through Juvenile Probation, Courts, Child Protective Services, Behavioral Health, CalWORKs, Schools, Smart Team, parents, and self-referrals. Adolescents receiving services under the Supported Therapeutic Options Program (S.T.O.P.) are non-MediCal eligible.
  - iv. Program Description
    1. Intake Session  
This session will provide the participant, their family member/members, and the substance use counselor the opportunity to sign all necessary forms (program expectations, releases of information, consent for follow-up contact, consent for counseling, health questionnaire), and be orientated to program expectations and policies. The participant is then interviewed without family member/members to initiate the counseling relationship. Participant will submit a urinalysis test upon intake.
    2. Assessment  
An initial assessment is done at intake to determine the participant's level of care and clinical needs. This is done by administering the ASAM criteria LOC assessment, a substance use history, Biopsychosocial and clinical interview with the substance use counselor.
    3. Education/Process Groups  
Participants will attend a minimum of twelve (12) groups (once weekly), and a maximum of thirty-six (36) groups (three times weekly); dependent upon



the phase of treatment that may best fit the participant's needs and based on information gathered at initial assessment. Education/Process groups will be (1 hour and 30 minutes) in length and will address the following topics:

- a. "Why Am I Here?" explores the reasons for entering a program for making positive life changes and preparing for the work that lies ahead.
- b. "Abuse or Addiction?" to gain an understanding of how alcohol and other drugs affect bodies, minds, and lives.
- c. "My Values" to learn how values affect decision making.
- d. "My Family" is a look at families and the issues affecting the family structure.
- e. "Personal Relationships" to learn how to improve current relationships and build new ones.
- f. "Anger and Other Feelings" learning to understand and accept feelings and assist in learning to cope with difficult feelings.
- g. "I'm Okay" recognizing feelings about oneself and how to increase self-worth.
- h. "Faulty Beliefs" examining errors in thinking that may have led to high-risk behaviors.
- i. "Living with Others" to evaluate and practice skills in areas that are important to interacting with other people.
- j. "Powerlessness and Unmanageability" learning to accept the powerlessness and unmanageability of personal alcohol or other drug use.
- k. "Personal Inventory" identifying tools needed to do a personal inventory, identifying both their negative and positive traits.
- l. "Moving On" Relapse prevention and Exit Planning

#### 4. Individual Sessions

Participants will attend (1 hr.) individual counseling sessions, as needed and as frequently as every week, in conjunction with other programming. The focus of the sessions will be to determine participant's progress, level of understanding of presented information, develop with the participant and family member/members an action plan specific to the participant's relation to substance use, and monitor achievement of the action plan goals. The topics to be addressed in these sessions are as follows:

- a. Process past and present
- b. Addictive behaviors
- c. Establish personal goals and objectives
- d. Family dynamics
- e. Problem solving
- f. Affirm accomplishments/successes
- g. Assess needs for continued progress towards personal recovery and Exit Planning/Relapse Prevention

#### 5. Program Length

The participant's continued program involvement is determined by the need of the individual participant. The primary goals are for all participants to achieve a minimum of three months abstinence, continued attendance at school, and zero recidivism.

#### 6. Group Size

The maximum number of participants in each group will be limited to 12 (except in emergency situations where it is necessary for the extra participant to attend).

7. Age of Participant

Participants are to be 13 to 18 years of age. The participant may continue in the program after age 18 if they are living at home, continuing school, and continuing their probation requirements.

8. Additional Components

- a. Family- It will be required during the course of the program to have family involvement in the counseling process. Family member/members may be expected to attend individual therapy (or counseling) sessions as well as weekly Family Therapy Group sessions as requested by the primary substance use counselor. Re-instituting communication through honesty and trust will be the focus for these sessions.
- b. Additional Support Groups- Participants will have the opportunity to attend 12-step support groups (AA, NA, Alateen) in addition to Granite Wellness Centers facilitating a once-a-week support group (Young & Restless). A “Self-help” component is a requirement for all treatment episodes and is not specific to 12-step support groups. Appropriateness of alternate self-help activities can be processed on an individual basis.
- c. Mentoring- During the course of the Education/Process groups, participants will be introduced to adults that are clean and sober and can be positive role models.

c. Anticipated Behavioral Changes

i. For Youth Services

1. Periods of abstinence increasing in duration
2. Acquire GED
3. Continuation of or reentry into the school system with improved attendance and cooperation
4. Decreased truancy
5. Decrease contact with legal system, decrease recidivism
6. Increase awareness of chemical dependency, addiction process, and recovery process
7. Decrease crisis events such as runaways and family altercations
8. Identify and learn to express feelings appropriately
9. Learn harmful effects of alcohol and drug use
10. Help establish future goals
11. Learn to consider consequences prior to decision making
12. Learn positive stress management methods
13. Build and maintain a positive support system and/or become involved in a support group such as: Alcoholics Anonymous, Narcotics Anonymous, and Alateen.

**EXHIBIT A-8  
DUI PROGRAM  
GRANITE WELLNESS CENTERS**

1) Drinking Driver Program

a. Contractor Responsibilities

- i. Driving Under the Influence will be provided in accordance and regulated by Title 9 of the California Code of Regulations and the Health and Safety Code.
- ii. Provider shall provide Wet Reckless, First Offender and Multiple Offender Program at all locations. Curriculum shall be provided to County upon request (or whenever changes are made).
- iii. Provider shall submit a schedule of fees and appropriate ancillary charges to county contract administrator for approval annually. Fees may not be changed without administrator approval or state approval.
- iv. Participant fees shall not be used for purposes other than DUI program activities.

b. DUI Court Responsibilities

- i. Attend DUI Court hearings regularly at the direction of the Nevada County Superior Court.
- ii. Provide accurate, timely, and detailed status reports to the Court, two days prior to hearings, for all client participants.
- iii. Provide avenues for responsive communication between GWC, the Court, Probation, and the County.

**EXHIBIT A-9**  
**SUBG FUNDED TREATMENT SERVICES**  
**GRANITE WELLNESS CENTERS**

1) Program Overview

- a. SUBG funded treatment services may be provided when there is a gap in coverage or when insurance coverage for an individual is exhausted. SUBG funded treatment services require prior authorization from the county.
- b. SUBG Funded Treatment services can also be provided for same day billing restrictions. For example, this would apply when a perinatal woman is receiving residential treatment and NTP services. SUBG funds can be used to cover the residential treatment services, including the room and board.

2) Contractor Responsibilities

a. Adult Drug Court

Medically necessary services will be available for Adult Drug Court participants based on the ASAM level of care assessment.

- i. Additionally, the following services will be available to Adult Drug Court authorized clients:

1. Court attendance and consultation
2. Assessments for non-Medi-Cal clients
3. Ancillary Services (various fees as charged to the public)
  - i. Smoking Cessation Classes
  - ii. Life Skills & Literacy (Typically \$25 per session.)
  - iii. DUI
  - iv. Parenting

b. SUBG Funded Adolescent

i. Statement of Purpose

SUBG funded Adolescent and Youth Services supplement DMC ODS funded Youth Treatment by promoting outreach activities and other alternative outpatient services for youth not able or willing to participate in a DMC ODS treatment plan. Adolescent outpatient services promote the wellbeing of at-risk youth by educating them about the risks and consequences of alcohol and other drug use and abuse

ii. Measurable Outcome Objectives – Outreach

Young people will have access to information and resources as measured number of contacts (through events, in-person services, or phone/telehealth contacts) and description of resources.

iii. Measurable Outcome Objectives – Prevention and Intervention

1. 85% of participants engaged in services Strongly Agree and Agree on service quality/efficacy (Participant Perception of Care).
2. 85% of participants engaged in services successfully complete Outpatient scoring .5 on ASAM.
3. 85% of participants engaged in services demonstrate progress on Youth Outcomes Questionnaire (YOQ).
4. Number of youths visiting Youth Clinic.
5. Numbers of drop-in/information/referral.

iv. Program Descriptions

1. Outreach and Engagement

Adolescent Outreach focuses on substance use prevention and making healthy/responsible choices includes outreach to youth at local middle and high schools.

2. Prevention, Intervention, and Referral

Drop-in support, informal support, information, and referrals will be provided. A Teen Wellness Clinic will also provide resources and support and referrals to appropriate level of care.

Contractor offers family support groups as part of the program, with drop in Family Recovery Education Series, as well as Children's Program as prevention for younger children (7-12).

3. Adolescent Outpatient

Adolescent Outpatient Services promote the wellbeing of at -risk youth by educating them about the risks and consequences of substance use. The program helps young people change their lives for the better. The program focuses on increasing motivation and support for the youth. Family involvement is often key to positive long-term outcomes. Evidence-based practices include Motivational Interviewing, Interactive Journaling, and Cognitive Behavioral Therapy.

v. Target Population/Service Areas

Nevada County youth are the target population for this service. This includes youth in school programs, elementary age through high school. In addition to outreach to school settings, outreach will also be conducted to youth not involved in a traditional school setting via collaboration with Child Welfare, Social Services, Juvenile Probation, Children's Behavioral Health, and other agencies that serve youth.

d. Adult Services Prevention

Adult Services Prevention activities include planning, carrying out and evaluating activities to prevent and treat substance use, within SUPT Block Grant guidelines. Contractor will provide an array of services including the following:

i. Assessment

Substance use assessment services are provided for individuals needing professional assessment for substance use or anger issues. Clinical assessment comprised of a clinical interview with clinical testing and drug testing, written report, and recommendations.

ii. Intervention

Interventions are provided at no cost to assist families with the process needed to intervene on maladaptive family behavior. Certified interventionist staff will provide couples, families and individuals with consultation and hands-on interventions. Interventions are guided by Contractor's clinical director and embrace a holistic perspective that is not limited to how to get the individual in treatment, but how to support and heal the family. Interventions provide support and resources to all family members.

iii. Preventive Aftercare Groups

Contractor will offer group attendance as a preventive aftercare component at no cost for clients that have completed an outpatient program at Granite Wellness Centers.

iv. Immediate Treatment Response (ITR)

ITR is an initiative to engage motivated participants immediately with supportive interventions. This means that after a brief intake, an individual can be engaged that same day in services. This includes immediate care coordination with follow-up, and the option to attend group therapy, and connection to peer-delivered support

(connection with AA/NA meetings.) This approach will begin the moment a participant walks in the door, to improve engagement outcomes.

v. Interim Services

Interim services may be provided to individuals waiting for the appropriate level of care. This includes group counseling sessions and care coordination services.

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**GRANITE WELLNESS CENTERS**

For satisfactory performance of services as outlined in Exhibit “A”, the County shall reimburse the Contractor a sum not to exceed the maximum contract price of \$4,597,263.

**Projected Summary of Compensation:**

<b>Direct Service Staff By Discipline</b>	<b>Hourly Rate</b>	<b>Average</b>
Physicians Assistant	\$ 412.37	40%
Nurse Practitioner	\$ 457.22	40%
RN	\$ 373.48	40%
MD (typically in SUD system of Care)	\$ 919.46	50%
Psychologist/Pre-licensed Psychologist	\$ 369.78	40%
LPHA/Intern or Waivered LPHA (MFT, LCSW,	\$ 254.78	40%
Alcohol and Drug Counselor	\$ 250.02	50%
Peer Recovery Specialist	\$ 224.92	35%

<b>Program</b>	<b>Contract Maximum</b>
DMC-ODS Outpatient Services	\$ 1,025,771
DMC-ODS Residential Services	\$ 3,257,245
SUBG Perinatal Services	\$ 18,587
Recovery Residences	\$ 246,400
Prevention Services	\$ 29,260
Adult Drug Court & Probation Referred Participants	\$ 20,000
<b>Total</b>	<b>\$ 4,597,263</b>

**SAPT Perinatal Services: \$18,587**

Outpatient, Residential Treatment, Withdrawal Management and Care Coordination services provided to Non Drug Medi-Cal Perinatal clients shall not exceed \$18,587. Use above listed rates for Drug Medi- Cal.

**Prevention Services: \$29,260**

Contractor shall submit monthly invoices for Prevention Services containing the total fund allocation amount, charges and current balances. The monthly invoice for Prevention Services shall not exceed 1/12 of the total contracted amount for Prevention Services unless approved by the Director of Behavioral Health.

**Outpatient, Intensive Outpatient, Care Coordination, Physician Consultation, Withdrawal Management, Residential Services, Recovery Services \$3,257,245**

<b>Residential Services - Bost House</b>	<b>Interim Rate</b>	<b>Residential Services - All Other Locations</b>	<b>Interim Rate</b>
Withdrawal Management 3.2 (Includes Room & Board amount of \$36.75 per day)	\$189.67	Withdrawal Management 3.2 (Includes Room & Board amount of \$36.75 per day)	\$229.97

Residential Services 3.1 (Includes Room & Board amount of \$36.75 per day)	\$141.06
Residential Services 3.5 (Includes Room & Board amount of \$36.75 per day)	\$176.63

Residential Services 3.1 (Includes Room & Board amount of \$36.75 per day)	\$163.59
Residential Services 3.5 (Includes Room & Board amount of \$36.75 per day)	\$205.08
This cost remains the same for men and women without children. For women with children at Grass Valley Campus - Residential, there is an additional \$30/per day for the cost of the 1st child, and an additional \$20/per day cost for the second child, with a maximum of two children per client, or up to \$50. County shall be billed only for those days County client was a resident in one of the Contractor's programs.	

Contractor shall provide delineated invoicing and tracking for clients receiving treatment for alcohol use disorder or a substance use disorder that includes alcohol use disorder as well as for Probation, CalWORKS and Child Welfare Services referred clients.

### **Recovery Residences \$246.400**

For Recovery Residences Services, Contractor shall be reimbursed at the rates below for each authorized individual. There is an additional \$50/per month for the cost of the first child and an additional \$25/per month for the cost of a second child, with a maximum of two children per client, or up to \$75/per month. County shall be billed only for those days the County authorized client was a resident in said program.

Funding Step Down	Daily Rate
Level 1	\$29.57
Level 2	\$14.79
Level 3	\$7.39
Level 4	\$2.96

### **Adult Drug Court and Probation Referred Clients: \$20,000**

Rates for services will be the same for Adult Drug Court, Probation referred and Behavioral Health authorized clients. See DMC rates listed above for these services. In addition, the below services and rates apply to Adult Drug Court authorized and Probation referred clients only:

**Court Attendance and Consultation** \$50/hour

**Assessments:** \$250 for non Medi-Cal clients

**Ancillary Services:** Vary; as charged to public. Typical fees are:

**Smoking Cessation Classes:** \$25 per session.

**Lifeskills & Literacy:** \$25 per session.

**DUI:** State established fees \$630 to \$2,750 depending on required program

**Parenting (Incredible Years or Parent Project)** \$150/person

**Recovery Residence (Transitional/Supportive Housing):** \$29.57 daily for each authorized individual.

Adult Drug Court participants will be authorized for level one recovery residences only. County shall be billed only for those days the County authorized client was a resident in said program.

Provision of nutrition counseling and nutrition monitoring services, food, sundry necessities and household items including bed linens and towels: Contractor shall be reimbursed at an amount not to exceed \$250 per month for each Recovery Residence individual authorized for this service.



**Maintenance and Repairs-Lovett Recovery Center at 145 Bost Avenue, Nevada City, CA 95959:**  
**\$21,600**

Contractor will not be charged rent for the use of the facility, but will be required to contribute \$1,800 per month towards maintenance and repair of the facility. Utilizing these funds, the County will provide the following types of facility maintenance and repairs:

Parking lot, plumbing (excluding drain cleaning), heating, air conditioning and waterheater, tree trimming, electrical, exterior painting, decks and stairs, and roofrepair.

The Contractor will be responsible for:

All utilities, telephone, internet and cable services,

Drain cleaning, trash removal, carpet cleaning, snow clearing, pest control including reasonable measures to prevent outbreaks of bedbugs and other common pests.

Contractor shall be responsible to vacuum carpets at least weekly or more depending on usage and clean the vinyl floors according to manufacturer instructions. Contractor shall be responsible for eradicating any pest infestation should it occur.

Contractor will be responsible for repair or replacement (if repair is not feasible) of the following: interior painting, sheetrock, plaster, flooring, doors, windows, door and window screens, landscaping, and décor.

Except for any landscaping performed by residents under staff supervision, all maintenance and repairs by the provider must be performed by licensed and insured contractors.

Contractor will be responsible for installation and maintenance of security cameras.

Contractor will be responsible for repair or replacement (if repair is not feasible) of the following items, including but not limited to:

sheets, bedspreads, blankets, mattress

pillow protectors, pillows

desk chair, file cabinet, computer workstation/printer, office supplies

small appliances (toaster, microwave, coffee maker, blender, vacuum cleaner)

dishes, pots, pans, utensils

hangers, towels, bathmats, interior and exterior trash cans

light bulbs, cleaning supplies, outside furniture

electronics (television, stereo, phones)

mattresses & frames, bedroom furnishings

kitchen table and chairs, sofa, coffee table, living room chairs, group room chairs

major appliances (stove, refrigerator, washer and dryer)

window coverings, fire extinguishers and alarms

light fixtures, bookshelves, décor

**Non-Profit Supplemental Audit Provisions**

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the

Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

## FINANCIAL TERMS

### CLAIMING

Contractor shall submit to County, for services rendered in the prior month, and in accordance with CPT format requirements, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 10th 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, Granite Wellness Center and approved billing.

Claims shall be complete and accurate and must include all required information regarding the claimed services.

Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

### INVOICING

Contractor shall invoice County for services monthly, in arrears, in the format directed by County.

Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.

Invoices shall be provided to County after the close of the month in which services were rendered.

Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the applicable service rate.

County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.

Contractor shall submit invoices to:

Nevada County Behavioral Health Department

Attn: Fiscal Staff

500 Crown Point Circle, Suite 120

Grass Valley, CA 95945

### ADDITIONAL FINANCIAL REQUIREMENTS

County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the US DHHS may specify.

Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. § 1396b(i)(2)).

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.

#### **CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS**

Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through mutual agreement.

Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

#### **FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES**

If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.

Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

#### **Records to be Maintained**

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. Contractor shall contractually require that all of Contractor’s Subcontractors performing work called for under this contract also keep and maintain such records, whether kept by Contractor or any Subcontractor, shall be made available to County or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of California. All fiscal records shall be maintained for five years or until all audits and appeals are completed, whichever is later.

## 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, and shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.”

H. Restriction on Distribution of Sterile Needles

No SUBG funds made available through this Contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. **No federal funds can be used to purchase sterile needles or syringes.**

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) and can be accessed here [DMC Contracts \(ca.gov\)](https://dmcc.ca.gov)

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) and as outlined online at: <https://thinkculturalhealth.hhs.gov/clas/standards>.

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 the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239. 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.

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. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

R. 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 Document 1G, incorporated by reference and may found at [DMC Contracts \(ca.gov\)](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf) 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 SUBG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503 and Byrd Anti-Lobbying Amendment (31 USC 1352)

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.

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 County and to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

T. 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.

U. 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).
  14. Title IX of the Education Amendments of 1972.

V. 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 13000
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.

- W. 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.
- X. Subcontract Provisions
- Contractor shall include all of the foregoing provisions in all of its subcontracts.
- Y. Information Access for Individuals with Limited English Proficiency
- A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.
- C. 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.
- Z. Marijuana Restriction
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or

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

## ATTACHMENT 2 CONFIDENTIALITY AGREEMENT

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, 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. (See also 22 California Code of Regulations Section 50111 and 51009.)

### Definitions

For the purposes of this agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes; to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those contractor employees, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the contractor, county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
  - a. Contractor staff assist in the administration of their program;
  - b. Contractor staff use or disclose PII; or
  - c. PII is stored in paper or electronic format.

Contractor agrees to:

1. Use or disclose PII obtained from the County only to perform administrative functions related to administering employment or social services to the County's clients. Access to PII shall be restricted to Contractor staff who need to perform their official duties to assist in the administration of the program.
2. Use or disclose PII as permitted by the CDSS Privacy and Security Agreement and only to assist in the administration of programs in accordance with 45 CFR 205.50 et seq and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosure which are authorized or required by law, such as a court order, or are made with the explicit written

authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing to County. No Contractor staff shall duplicate, disseminate or disclose PII except as allowed in the Agreement.

3. 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 PII other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Ensure regular and sufficient training, including onboard training to all newly hired staff within 30 days, annual refresher training, and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's employees or workforce members who use or disclose PII (in any form) to assist in the performance of functions or activities under this contract; and discipline such workforce members and employees who violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for three years beyond the end of this contract and made available to County for inspection if requested.
5. Ensure that all Contractor staff sign a confidentiality statement. Confidentiality statements shall be signed by Contractor staff prior to accessing PII and annually thereafter. The statements shall include at a minimum:
  - a. General Use;
  - b. Security and Privacy Safeguards;
  - c. Unacceptable Use; and
  - d. Enforcement Policies.

Statements shall be retained for a period of three years beyond the end of this contract and made available to County for inspection if requested.

6. Conduct a background screening of Contractor staff before they may access PII. The background screening should be commensurate with the risk and magnitude of harm Contractor staff could cause. More thorough screening shall be done for those staff who are authorized to bypass significant technical and operational security controls.

Background screening documentation shall be retained for each staff for a period of three (3) years following termination of this Agreement.

7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
  - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
  - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
  - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
  - d. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
    - i. Properly coded key cards
    - ii. Authorized door keys
    - iii. Official Identification

8. Secure all devices which are used to access PII including:
  - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
  - b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
  - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
  - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
  - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
  - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
  - g. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
  - h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
  - A. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
  - B. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
    - a. Passwords are not shared.
    - b. Passwords must be at least eight (8) characters long.
    - c. Passwords must be a non-dictionary word.
    - d. Passwords must be stored in readable format on the computer or server.
    - e. Passwords must be changed every ninety (90) days or less.
    - f. Passwords must be changed if revealed or compromised.
    - g. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      - i. Upper case letters (A-Z)
      - ii. Lower case letters (a-z)
      - iii. Arabic numerals (0-9)
      - iv. Special Characters (!, @, #, etc.)
  - C. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- D. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- E. The systems providing access to PII must display a warning banner stating , at minimum that data is confidential, systems are logged, system use is for business purposes only for authorized users and users shall log off the system immediately if they do not agree with these statements.
- F. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.

- G. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- H. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
- I. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- J. Contractor must ensure audit control mechanisms are in place. All systems processing and/or storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
- K. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures

shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.

10. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the contractor staff can remove and/or transport PII from the Contractor's premises for identified routine businesses purposes only, as well as the physical security requirements during transport. This should be included in training due to the nature of the risk.

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing. The PII must not be removed from the premises of Contractor, except for identified routine business purposes or with express written permission of County.

All faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. Fax numbers shall be verified with the intended recipient before sending the fax.

All mailings containing PII shall be sealed and secured from damages or inappropriate viewing of PII to the best extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

To direct communications regarding any security incident, the Contractor shall initiate contacts as indicated herein.

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949	Privacy Officer Health and Human Services Agency 950 Maidu Avenue Nevada City, CA 95959
Point of Contact: Rachel Roos	Point of Contact: Candace Pelham
Email: <a href="mailto:Rachel.Roos@co.nevada.ca.us">Rachel.Roos@co.nevada.ca.us</a>	Email: <a href="mailto:privacy.officer@co.nevada.ca.us">privacy.officer@co.nevada.ca.us</a>
Phone: 530-265-1760	Phone: 530-265-1740



13. Make Contractor's internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County upon request.
14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.
16. Contractor agrees to comply with applicable provisions in the Computer Matching and Privacy Protection Act Agreement (CMPAA) between the Social Security Administration (SSA) and California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), hereby incorporated in this contract as Attachment A, and in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, hereby incorporated into this contract as Attachment B.

If there is any conflict between a privacy and security standard in Attachment A or Attachment B and a standard in this contract, the most stringent standard shall apply. The most stringent standard means the standard that provides the greatest protection to PII.

Attachment A and Attachment B contents are highly sensitive and confidential. All disclosures of these attachments shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**GRANITE WELLNESS CENTERS**

**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. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
3. **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.
4. **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.
5. **Professional Liability (Errors and Omissions)** Insurance covering **social worker** case management malpractice, also sexual molestation/misconduct/abuse, and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability:** Insurance, with limit not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 if not available, then through the addition of 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. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **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.
5. **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.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **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.
9. **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.

10. **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.
  - Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 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.
11. **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
12. **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.
13. **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.
14. **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.
15. **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.
16. **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**

Certain programs will be subject to specific local, state, or federal requirements depending on their scope of services or work provided. Not all provisions below will apply to all behavioral health programs, so please be familiar with the ones your specific program is held to.

**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 Contract.
- 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

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Exhibit D

Professional Services Agreement-HHSA – Behavioral Health Provisions

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 Med-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 ten (10) years from the final date of the contract period. 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 ten (10) years from the final date of the contract period, whichever is later. Psychologists' records involving minors must be kept until the minor's 25<sup>th</sup> 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 ten 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 ten year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the ten 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 Regulations, Title 9, Section 862 et seq and Title 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. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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. Reports should be made by email to [privacy.officer@nevadacountyca.gov](mailto:privacy.officer@nevadacountyca.gov) or by calling (530) 265-1740

8. 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).
9. 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.
10. 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.

## **EXHIBIT F**

### **INFORMATION TECHNOLOGY SECURITY**

#### **1. Notification of Data Security Incident**

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### **2. Data Location**

- 2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.
- 2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

#### **3. Data Encryption**

- 3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.
- 3.2 The Contractor shall encrypt all non-public County data at rest.
- 3.3 Encryption algorithms shall be AES-128 or better.

#### **4. Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

**EXHIBIT “G”**  
**ADDITIONAL FUNDING TERMS AND CONDITIONS**  
**SUBSTANCE USE BLOCK GRANT**

1. **FEDERAL AWARD IDENTIFICATION:** Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the SUBRECIPIENT as a sub-award and include the following information:
  - a. Subrecipient Name: Granite Wellness Centers
  - b. Project Description: Services for the recovery of alcohol/drug dependency, substance abuse prevention and treatment services to residents of Nevada County.
  - c. Subrecipient DUNS Number: LLJWV7K2JDP3
  - d. Federal Funds Obligated to the Sub-recipient: \$240,665
  - e. Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)
  - f. Pass Through Entity: County of Nevada
  - g. Federal Award Identification Number (FAIN) : N/A
  - h. Catalog of Federal Domestic Assistance (CFDA) name: Substance Abuse Prevention & Treatment
  - i. Catalog of Federal Domestic Assistance (CFDA) number: 93.959
  - j. Contract Term: Start date: 7/1/2024 End date: 6/30/2025
  - k. Research and Development Grant: ☐ Yes : ☒ No
  - l. Indirect Cost Rate: ☐ Yes : ☒ No ☐ N/A-De Minimis Indirect Cost Rate

## SUMMARY OF CONTRACT

### Granite Wellness Centers

**Description of Services:** Perinatal and non-perinatal Outpatient Drug Free Treatment (ODF) and Intensive Treatment (IOT) Services for substance abuse using pregnant and/or parenting women, men and adolescents. (C) Residential Treatment Program Services for the recovery of alcohol/drug dependency. Substance Abuse Prevention Treatment Services to residents of Nevada County.

## SUMMARY OF MATERIAL TERMS

**Max Annual Price:** \$4,597,263

**Contract Start Date:** 7/1/2024

**Contract End Date:** 6/30/2025

**Liquidated Damages:** N/A

## INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)	Worker's Compensation	(Statutory Limits)
Sexual Abuse or Molestation Liability	(\$1,000,000)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)	Cyber Liability	(\$1,000,000)

## FUNDING

1589-40105-493-7831 / 521520	1589-40105-493-7831 / 521525
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## LICENSES AND PREVAILING WAGES

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

## NOTICE & IDENTIFICATION

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County, Health and Human Services Administration		Granite Wellness Centers	
Address:	950 Maidu Ave	Address	180 Sierra College Drive
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Kelly Miner-Gann	Attn:	Victoria Blacksmith
Email:	kelly.miner-gann@nevadacountyca.gov	Email:	Vblacksmith@granitewellness.org
Phone:	(530) 470-2522	Phone:	(530) 273-9541

<b>Contractor is a:</b> (check all that apply)					<b>EDD Worksheet Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Corporation:</b> <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>		<b>Additional Terms &amp; Conditions Included</b>	
<b>Non- Profit:</b> <input checked="" type="checkbox"/>	Corp. <input checked="" type="checkbox"/>				<b>(Grant Specific)</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Partnership:</b> <input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	<b>Subrecipient</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Person:</b> <input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>		

## ATTACHMENTS

<b>Exhibit A:</b> Schedule of Services	<b>Exhibit D:</b> Behavioral Health Provisions
<b>Exhibit B:</b> Schedule of Charges and Payments	<b>Exhibit E:</b> Schedule of HIPAA Provisions
<b>Exhibit C:</b> Insurance Requirements	<b>Exhibit F:</b> Information Technology Security
	<b>Exhibit G:</b> Additional Funding Terms and Conditions



# 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, \_\_\_\_\_ (name) on behalf of

\_\_\_\_\_ myself, or

\_\_\_\_\_

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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)