



RESOLUTION No. 24-361

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH COMMON PURPOSE FOR THE PROVISION OF OUTPATIENT REHABILITATIVE TREATMENT SERVICES AND RECOVERY RESIDENCE SERVICES FOR NEVADA COUNTY MEDI-CAL BENEFICIARIES IN THE MAXIMUM AMOUNT OF \$2,268,439 FOR FISCAL YEAR 2024/25

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

WHEREAS, under this agreement, Contractor will provide recovery residences and interim services for Nevada County beneficiaries as authorized by the County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between County and Common Purpose pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency for the contract term of July 1, 2024, through July 1, 2025, in the maximum amount of \$2,268,439 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: 



Hardy Bullock, Chair

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

Contract No. RES 24-361

Contract Description: Provision of recovery residence services for the treatment of substance use disorders for Drug Medi-Cal beneficiaries.

**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 Common Purpose ("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 Two Million Two Hundred Sixty Eight Thousand Four Hundred Thirty Nine Dollars (\$2,268,439).**
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. 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 of 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
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		Common Purpose	
Address:	950 Maidu Ave	Address	256 Buena Vista Street, Suite 100
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Kelly Miner-Gann	Attn:	John C Duff III
Email:	kelly.miner-gann@nevadacountyca.gov	Email:	johnduff@commongoalsinc.org
Phone:	(530) 470-2522	Phone:	(530) 274-2000

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: H.S.V.L.

Date: 07/03/2024

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

By: Clerk Swan

Attest: Clerk of the Board of Supervisors, or designee

Approved As to Form – County Counsel:

By: Jamie Hogenson
Jamie Hogenson (Jul 3, 2024 14:14 PDT)

Date: 07/03/2024

CONTRACTOR: Common Purpose

By: John C. Duff III
John C. Duff III (Jun 28, 2024 13:57 PDT)

Date: 06/28/2024

Name: John C Duff III

* Title: President

****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
COMMON PURPOSE**

Common Purpose, hereinafter referred to as “Contractor,” shall provide outpatient treatment services American Society of Addiction Medicine (ASAM) Level 1.0, Intensive Outpatient Services ASAM Level 2.1, and Recovery Services for Medi-Cal Beneficiaries for the recovery and treatment of substance use disorders for the Nevada County Department of Behavioral Health, hereinafter referred to as “County.” The service program will be for adults (over the age of 21) both male and female; and adolescents both male and female (under age 21).

- Outpatient Services (Exhibit A-1)
- Recovery Services (Exhibit A-2)
- Recovery Incentives Program (A-3)
- Recovery Residences (Exhibit A-4)

1) Contractor Responsibilities

a. Program Statement

- i. Common Purpose provides education and treatment services to persons affected by substance use disorders. The treatment programs provided by Common Purpose are designed to help individuals and families achieve and maintain healthy and rewarding lifestyles free from illicit and non-prescribed drugs and medications, leading to long-term self-sufficiency and the restoration of family systems.

b. Diversity, Equity, Inclusion

- i. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.
- ii. We encourage our contractors to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractors will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractors 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. Please dialog with contract manager about proposed metrics to track.
- iii. Services should be designed to meet clients’ diverse needs. Contractors will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

SUB-EXHIBIT A-1
OUTPATIENT SERVICES
COMMON PURPOSE

1) Program Overview

The purpose of assessing a participant is to determine an appropriate current Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnosis of a substance-related disorder, to establish medical necessity, and to arrive at the appropriate level of care. The level of care entails both the number of contacts per week the participant is expected to make during treatment, the expected level of time that the participant will remain in the program and the Urine Analysis (UA) testing schedule. Each participant will be assigned to an appropriate group and primary counselor, as determined by the Contractor's Program Director or Assistant Program Director. Each program includes an appropriate level of individual counseling. ASAM data shall be recorded in the client's Electronic Health Record (EHR) and reported to the county for each assessment. The Youth ASAM tool shall be used for Youth (age 13- 17). Medical necessity for an adolescent individual shall be assessed to be at risk of developing a Substance Use Disorder (SUD). The adolescent individual shall also meet the ASAM adolescent criteria.

2) Contractor Responsibilities

a. Outpatient Treatment Services (ASAM Level 1)

- i. 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 individualized client problem list (or care coordination when applicable). ASAM level 1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).

b. Intensive Outpatient Treatment (IOT) (ASAM Level 2.1)

- i. 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 client problem list (or care coordination when applicable).

c. Services Offered

- i. Services consist of intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention, care coordination, and discharge services. ASAM level 2.1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).
- ii. For group counseling in ODF and IOT, one or more therapists/Counselor(s) treat two or more clients at the same time with a maximum of 12 clients 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).
- iii. Individual counseling and care coordination services may be provided in person, via telehealth or via telephone. Group counseling service may be provided in person or via telehealth.

- d. Outpatient and Intensive Outpatient Program Treatment Services shall include but not be limited to the following:

- i. Substance abuse counseling and education
- ii. Individual, group, and family counseling
- iii. Sexual and physical abuse counseling that is trauma informed
- iv. Education on HIV/AIDS transmission and access to testing
- v. Education on Tuberculosis (TB) and Hepatitis C and access to testing
- vi. Coordination of ancillary services (i.e. assistance in accessing and completing dental services, social services, community services, educational/vocational training) and referral to pertinent community services according to client treatment/discharge plans
- vii. Substance use treatment to include trauma informed approaches
- viii. Sufficient care coordination to ensure that beneficiaries have access to primary medical care, primary pediatric care, gender specific substance use recovery and treatment, and other needed services.

e. Care Coordination

This is a service 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 patients as set forth in 42 Code of Federal Regulations (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 (how is determination documented?)
- ii. Transition to a higher or lower level of SUD care
- iii. Development and periodic revision of a client problem list
- iv. Communication, coordination, referral, and related activities
- v. Monitoring service delivery to ensure beneficiary access to service and the service delivery system
- vi. Monitoring the beneficiary's progress
- vii. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services

f. Continuing Services for Members

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.

c. Deliverables

i. Drug Medi-Cal Organized Delivery System:

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.

1. Performance Standard:

- a. First face-to-face, telephone, or telehealth appointment shall occur no later than 10 business days of initial contact.
- b. First face-to-face (including telehealth) Medication Assisted Treatment appointment for beneficiaries with alcohol or opioid disorders shall occur no later than 5 business days.
- c. ASAM Level of Care data for initial full assessments and follow up assessment; record ASAM level of care data in SmartCare. The Adolescent ASAM screening tool should be used for adolescents.

- d. No shows for assessment appointments shall be collected and reported.
- e. No show data for ongoing treatment appointments, including individual and group counselling, shall be included in the quarterly report.
- ii. Treatment Perception Survey

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

 - 1. Unless otherwise directed by performance standards, at least 75% of beneficiaries completing the Treatment Perceptions Survey will report being satisfied (3.5 out of 5.0) with the location and time of services.
 - 2. Performance Standards:
 - 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 will report that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0).
 - c. Contractor will implement with fidelity at least two approved EBPs.
 - d. 100% of members will participate in an assessment using ASAM dimensions and will be provided with a recommendation regarding ASAM level of care.
 - e. At least 70% of members admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment.
 - f. At least 80% of members are reassessed within 90 days of the initial assessment.
- iii. Delivery of Individualized and Quality Care
 - 1. Member Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.
 - 2. Evidence-Based Practices (EBPs): Contractors will implement and assess fidelity to at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive- Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psychoeducation.
 - 3. ASAM Level of Care (LOC): All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in the client's EHR. All ASAM LOC assessments that were performed when opening or closing a client to a LOC will be documented in Streamline along with the CalOMS opening and closings.
 - 4. Performance Standards:
 - a. At least 80% of member 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. Contractor will implement with fidelity at least two approved EBPs.
 - d. 100% of members participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care.

- e. At least 70% of members admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment.
 - f. At least 80% of members are reassessed within 90 days of the initial assessment.
- d. Quarterly Reports

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

 - i. Average length of stay of program participants for each program (ASAM Level 1 average length of stay, ASAM Level 2.1, ASAM Level 3.1, 3.2, 3.5, Recovery Services and Recovery Residences.
 - ii. No show data for treatment appointments to including individual counseling and group counseling to reporting as a percentage per month; ideally the Contractor will have the ability to review no show data at the staff, client, and program level to utilize for system improvement activities.
 - iii. Percentage of unplanned exits for each level of care.
 - iv. Number of successful “graduations” for each level of care; at least 80% of clients will show successful completion or satisfactory progress on treatment goals; only clients who have engaged in treatment services for at minimum 10 days from day of episode opening will be included in this measure
 - v. # 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 an initial primary care medical and dental appointment if they have not had one within a year. In the latter case, Contractor will confirm and document that they are under the care of a doctor and/or dentist
 - vi. # of clients with Alcohol Use Disorder as a primary diagnosis linked to MAT
 - vii. # of clients with Opioid Use Disorder as a primary diagnosis linked to MAT
 - viii. # of Ancillary Services provided to participants
 - ix. Number of Youth enrolled in outpatient services
- e. Quarterly Quality Assurance Activities Report
 - i. Total number of charts reviewed within 30 days of admin
 - ii. Total number of charts reviewed within 90 days of admin
 - iii. Percentage of records reviewed meeting medical necessity criteria
 - iv. Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC
 - v. Percentage of client plans completed on time with all required signatures
 - vi. Percentage of progress notes reviewed that had all required elements
 - vii. Groups:
 - viii. Total number of groups facilitated
 - ix. Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance
 - x. Percentage of group notes that met attendance documentation requirements
- f. Staff
 - i. Contractor Medical Director must meet the following requirements:
 - 1. Enrolled with DHCS under applicable state regulations.
 - 2. Screened as a “limited” categorical risk within a year prior to serving as a Medical Director.
 - 3. Signed a Medicaid provider agreement with DHCS.

- ii. Trainings
 - i. Submit titles of trainings, training dates, and the number of staff in attendance
 - ii. A brief description of the training
 - iii. Specific trainings on culturally specific and supported practices
 - iv. Specific trainings on recovery model, evidence-based practices, and family engagement efforts.
- g. The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which County determines will constitute a material change to rights and obligations set forth in this Agreement, the County has, at its option, the right to re-open and renegotiate this Agreement upon thirty (30) days written notice to Contractor.
- h. Interim Services and Gaps in Eligibility
 - i. Contractor to provide medically necessary outpatient substance use services and/or intensive outpatient services to eligible beneficiaries when there are gaps in coverage, for example, would a beneficiary experience a gap in eligibility while his or her initial DMC is pending authorization or when a beneficiary has a high share of cost.
 - ii. Gap Services must be pre-approved by the county and the Contractor must provide documentation that an inter-county transfer or Medi-Cal application has been submitted.
- i. 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.
- j. Administrative
 - i. Treatment providers that receive state or federal funding through the County must send DATAR information to the Department of Health Care Services (DHCS) each month. This has information on the program’s capacity to provide different types of AOD treatment to clients and how much of the capacity was utilized that month. If the provider has a waiting list for publicly funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

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

SUB-EXHIBIT A-2
RECOVERY SERVICES
COMMON PURPOSE

1) Program Overview

Recovery Services are made available to eligible beneficiaries traditionally after they complete their course of treatment or sometimes as a preventative measure to avoid relapse after a period of sobriety. Recovery Services are designed to emphasize the client's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are available to beneficiaries whether they are triggered, have relapsed, or as a preventative measure to prevent relapse. Recovery Services may be provided by a LPHA or registered and certified substance use treatment counselor.

2) Contractor Responsibilities

g. Recovery Services shall include:

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

h. Additionally, Contractor shall:

- i. Provide Recovery Services to beneficiaries as medically necessary.
- ii. Provide beneficiaries 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 beneficiary.

i. Requirements

- i. A Recovery Services plan is required for all clients in Recovery Services. It is due within 30 days of the day of admission to Recovery Services.
- ii. Services should be provided in the context of an individualized problem list that includes specific goals. This may include the plan for ongoing recovery and relapse prevention that was developed during discharge planning when treatment was completed.
- iii. Services provided by peers will be allowed after the County submits a SUD Peer Support Training Plan to DHCS and receives approval.

EXHIBIT A-3
RECOVERY INCENTIVES PROGRAM
COMMON PURPOSE

1) Program Overview

The Recovery Incentives Program, a new treatment program being piloted by the Department of Health Care Services (DHCS), is now available to eligible Nevada County Medi-Cal beneficiaries with Stimulant Use Disorder (StimUD). The Recovery Incentives Program, otherwise referred to as Contingency Management (CM), is one of the only evidenced-based behavioral interventions effective in treatment of StimUD and is based on psychological principles of positive reinforcement. In CM, an individual receives a reward (gift cards delivered via the DHCS Incentive Manager) immediately following a positive behavior that has been established as a goal, in this case—not using stimulants.

2) Contractor Responsibilities

a. Establishing Beneficiary Eligibility for CM Services

- i. The Recovery Incentives Program is only available to Medi-Cal beneficiaries who meet the following conditions:
 1. Are enrolled in Medi-Cal and meet criteria for a comprehensive, individualized course of SUD treatment. (Medi-Cal enrollment must be confirmed prior to initiating services through the Recovery Incentives Program.)
 2. Reside in Nevada County.
 3. Receive services in a non-residential level of care operated by a DMC ODS provider participating in the Recovery Incentives Program and offering CM in accordance with DMC ODS policies and procedures.
- ii. CM services delivered under the Recovery Incentives Program are only covered when medically necessary and appropriate as determined by an initial SUD assessment consistent with DMC ODS Intergovernmental Agreement (IA) showing:
 1. Moderate or severe StimUD as defined by the clinical criteria in DSM;
 2. Clinical determination that outpatient is appropriate per the American Society of Addiction Medicine (ASAM) criteria; and
 3. That the CM benefit is medically necessary and appropriate based on the fidelity of treatment to the evidenced based practice.
- iii. The presence of additional SUDs and/or diagnoses does not disqualify an individual from receiving CM services.
- iv. Beneficiaries may access CM when transitioning from residential treatment or incarceration to outpatient treatment settings, including services initiated on the day of admission to the outpatient program and discharge or release from residential care or incarceration.
- v. Beneficiaries transitioning to outpatient treatment from a controlled environment such as residential treatment or incarceration who have not used a stimulant in more than three months (i.e., no longer have a current Stimulant Use Disorder) are still eligible for the Recovery Incentives Program as long as all other eligibility requirements are met.
- vi. CM should never be used in place of medications for addiction treatment (MAT). CM may be offered in addition to MAT for people with co-occurring stimulant and alcohol or opioid use disorders.

- vii. Eligible Medi-Cal beneficiaries shall be referred to, and admitted into, treatment through a participating site's routine beneficiary admission process.
 - viii. Consistent with other DMC ODS programs, there is no minimum age limit for an individual to receive CM services if they meet all eligibility criteria.
 - ix. In addition, pregnant and parenting people with Stimulant Use Disorder are eligible to receive CM services if they meet all eligibility criteria.
- b. DHCS Guidelines for Contractor
- i. Establish a Positive Relationship: Always keep the interaction pleasant and nonconfrontational. The positive nature of CM allows for an opportunity to strengthen the therapeutic alliance. Your positive attention is also reinforcing to most beneficiaries.
 - ii. Assessment: Assessment consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Beneficiaries must have an ASAM multidimensional assessment completed within 30 days following the first visit with a LPHA or registered/certified counselor for beneficiaries 21 and older, that indicates they can be treated appropriately in an outpatient treatment setting or within 60 days if under 21 years of age or experiencing homelessness.
 - iii. Initial Visit: During the beneficiary's first visit, the CM Coordinator (or Back-up CM Coordinator or CM Supervisor) at the site will confirm the beneficiary's current Medi-Cal eligibility. The CM Coordinator, Back-up CM Coordinator, or CM Supervisor shall provide a thorough orientation with the beneficiary including the following elements:
 - 1. Review the consent form for the Recovery Incentives Program with the beneficiary and program agreements.
 - 2. Review the days/times that the beneficiary must visit the facility in order to be eligible for the incentives (twice weekly visits during weeks 1-12 and once weekly visits during weeks 13-24).
 - 3. Review the method of incentive delivery as well as how and where incentives can be redeemed, including the prohibition of using incentives to purchase alcohol, cannabis, tobacco, firearms, lottery tickets, or for any form of gambling.
 - 4. The availability of incentives and ongoing program participation when a beneficiary lapses or relapses and seeks readmission and the process for a beneficiary to seek readmission.
 - 5. The site's Urine Drug Testing (UDT) procedures and an explanation and review of medication/substances that may result in false positive UDTs.
 - 6. The rules governing when an incentive will be provided, including an explanation that incentives are contingent on the absence of evidence of stimulant use on a UDT (e.g., cocaine, amphetamine, methamphetamine).
 - 7. An explanation that all positive tests will be treated the same even if they result from the use of one of the medications/substances known to provide false positive UDT results.
 - 8. An explanation regarding the amount of the initial incentive and how the value increases with consecutive stimulant-free UDTs and how the value will be reset to the initial \$10 in the case of a positive test or unexcused absence and that the increase will be recovered on the submission of two consecutive stimulant negative UDTs.

- iv. Use of the Incentive Manager (IM Portal): The CM Coordinator will complete a beneficiary profile to enroll the beneficiary into the web-based IM Portal that will keep track of UDT results and incentive gift cards distributed.
- v. Ongoing CM Visits:
 - 1. The CM Coordinator will engage the beneficiary and initiate the visit, will review their progress in the program (e.g., weeks completed out of 24), log in to the IM Portal and locate the beneficiary's record, administer UDT and process the results in real time, log the results in the IM Portal, discuss the results with the beneficiary and offer additional services as appropriate which could include celebration/congratulations, brief encouragement, motivational interviewing, referral to outpatient treatment groups and counseling.
 - 2. The CM Coordinator will engage the beneficiary and initiate the visit, will review their progress in the program (e.g., weeks completed out of 24), log in to the IM Portal and locate the beneficiary's record, administer UDT and process the results in real time, log the results in the IM Portal, discuss the results with the beneficiary and offer additional services as appropriate which could include celebration/congratulations, brief encouragement, motivational interviewing, referral to outpatient treatment groups and counseling.
 - 3. The CM Coordinator will disburse incentives consistent with the Incentive Delivery section of the Recovery Incentives Program Manual. If the UDT result entered is negative for stimulants, the IM will disburse the incentive generated by the IM consistent with the incentive delivery schedule outlined in the program manual. If the UDT result entered is positive for stimulants, the IM will not disburse an incentive.
 - 4. Refer to the DHCS approved program manual:
<https://uclaisap.org/recoveryincentives/docs/training/Program-Manual-with-Appendices-2023-04-27.pdf>.
- vi. Positive Opiate and/or Oxycodone UDT Results
 If the UDT results are positive for opiates and/or oxycodone, the CM Coordinator will document these results in the clinical chart, reinforce the risk of overdose, ensure the beneficiary has naloxone, and offer other treatment services as appropriate including a referral for MAT if the beneficiary has a co-occurring alcohol or opioid use disorders.
- vii. Tracking UDT Results and Reward
 Tracking and monitoring of beneficiaries will be done electronically through the IM Portal. Carefully tracking and documenting UDT results and incentives earned and disbursed is essential to making sure your site is compliant with specific rules pertaining to providing CM as a Medi-Cal benefit. Entering data into the IM Portal accurately will help ensure that the Recovery Incentives Program is compliant with state and federal laws, regulations, and DHCS program requirements.
- viii. Plan for Next Appointment
 The CM Coordinator will remind the beneficiary of their next scheduled appointment day and time.
- ix. Documentation
 The CM Coordinator shall document the visit in the beneficiary's clinical chart. The CM Coordinator shall document Stimulant Use Disorder on the problem list within the beneficiary's clinical share. Consistent with best clinical documentation practices, the CM Coordinator shall describe all interventions utilized with the beneficiary as part of their progress notes for each service to include CM in addition to any other

outpatient services, such as motivational interviewing, cognitive behavioral therapy, or Community Reinforcement Approach. CM should not be offered to a beneficiary as a stand-alone treatment, but rather as one component of an individualized treatment plan. However, if a beneficiary chooses to participate only in selected services (e.g., they only participate in CM services and not in other aspects of treatment), they shall not be penalized, chastised, criticized, or discharged from the program for declining to participate in any treatment or recovery services or for failure to participate in all recommended treatment services. Beneficiaries needing or utilizing CM must be served and cannot be denied CM or be required to participate in other aspects for a SUD treatment program as a condition of entering or remaining in the Recovery Incentives Program. If the beneficiary does not attend a scheduled visit, the CM Coordinator shall document the absence and any extenuating circumstances in the beneficiary's clinical chart and in the IM Portal.

x. Billing

The CM Coordinator shall complete claims documentation to bill the DMC-ODS county for the services using as many units of the 15-minute code H0050 as appropriate, given the length of the visit, and using one of two required ICD 10 diagnoses in addition to any other relevant codes for the visit. For example, the primary diagnosis may be for stimulant use disorder with the appropriate codes below used as a secondary diagnosis:

1. R82.998: Positive urine test for stimulants
2. Z71.51: Negative urine test for stimulants

c. Recovery Incentives Program Training, Fidelity, and Evaluation

- i. The Contractor shall ensure that all CM staff complete the self-paced CM Overview Training and the two-part live virtual CM Implementation Training, and successfully complete the two-part Readiness Assessment Process prior to initiating CM services. Information regarding the required training can be found on the UCLA ISAP's Recovery Incentives Website: <https://uclaisap.org/recoveryincentives/>.
- ii. The contractor shall conduct fidelity reviews and participate in ongoing evaluation of its CM program as designated in the Recovery Incentives Program Manual. <https://uclaisap.org/recoveryincentives/docs/training/Program-Manual-with-Appendices-2023-04-27.pdf>.

EXHIBIT A-4
RECOVERY RESIDENCE
COMMON PURPOSE

1) Program Overview

Recovery Residences are critical assets in supporting individuals in their recovery. These safe environments are associated with a variety of positive outcomes for residents including decreased likelihood of returning to using substances, lower rates of incarceration, higher income, increased employment, and improved family relationships. Recovery Residence housing is affordable, alcohol and drug free, and allows the house members or residents to continue to develop their individual recovery plan and to become self-supporting.

2) Contractor Responsibilities

a. Recovery Residences

- i. Contractor shall provide Recovery Residence services to Nevada County beneficiaries authorized by the County Behavioral Health Department. Contractor currently maintains three Recovery Residences. Participants often access this resource after completion of residential treatment, as the environment provides an affordable and substance free supported living space, aside from prescribed medication, while individuals work towards obtaining their own housing and employment resources.
- ii. Individuals are required to participate in ongoing Outpatient Treatment or Recovery Services while they live in the Recovery Residences program, to be working on recovery goals, and are expected to be active in developing the assets for self-sufficiency such as job skills, continued education, receiving medical attention for chronic issues, and attaining permanent and safe housing. In addition to maintaining abstinence from drugs and alcohol, the explicit goal of transitional living is for individuals to use the time to build a solid foundation for self-sufficiency.
- iii. Contractor will collaborate with the County SUD Care Coordination Team, AMI housing coordinator, and the Housing Resource Team to ensure that individuals transition successfully from Recovery Residences to permanent housing. Housing goals should be established upon entry to Recovery Residences.
- iv. Contractor will not automatically discharge a participant who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the beneficiary will receive an individual counseling session to determine what triggered the use and may be 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 recommended.
- v. Contractor shall follow the Nevada County Recovery Residences guidelines provided by the County and have policies and procedures in place that reflect the County Recovery Residence guidelines.
- vi. All participants that will be funded for recovery residences with County funds must have prior written authorization from Nevada County Behavioral Health Department. In order to support the goal of self-sufficiency, the County will use a level system for authorizing participants. In Level I, the County will pay 100% room and board costs. In Level II, the county will fund 50% of the room and board costs such that the participant is now responsible for 50%. In Level III, the County will fund 25% of the cost. In level IV, the County will fund 10% of the cost. The authorization will specify

the level of funding and the number of days. Participants are limited to 24 months of continuous funding and must continue to meet medical necessity requirement for outpatient treatment or Recovery Services. Contractor shall not be reimbursed by the County for housing unless a written authorization is on file. Contractor will submit a request for re-authorization in writing to the County Department which funds the client's housing no later than five (5) business days prior to expiration date of the current authorization period.

- vii. Contractor will follow the Recovery Residences Guidelines established by the County and comply with all requirements of the Substance Use Block Grant.
 - 1. Contractor agrees to report all significant events pertaining to Behavioral Health or Alternative Treatment Court participants such as unusual incidents, complaints, or pending participant discharge to County's Behavioral Health SUD Program Manager. Contractor shall inform Alcohol and Drug Administrator of any changes in programs such as length or groups per week.
 - 2. Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance use treatment records, medical records, and behavioral health records, in accordance with federal and state law. Further, Contractor shall comply with the provisions of HIPAA and the HiTECH Act, as more fully set forth in Exhibit D, which is attached hereto and incorporate herein by reference. D

b. Tuberculosis

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

c. Culturally Competent Services

- i. Contractors are responsible for providing culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries as needed, and at no cost to the beneficiary.

Performance Standard:

- 1. 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
- 2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services.

d. Additional Contractor Responsibilities

- i. Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of "contractors" and "subcontractors" under the current State Department of Health Care Services (DHCS) Standard Agreement by and between DHCS and the County.
- ii. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
- iii. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices can be held until contractor complies

with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by contractor that do not have proper authorizations in place.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON PURPOSE

The maximum payments from County to Contractor shall not exceed \$2,268,439 for the term of July 1, 2024 through June 30, 2025.

Projected Summary of Compensation:

Program	Contract Maximum
Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants)	\$ 1,858,439
Performance Incentives	\$ 60,000
Probation Referred Participants (Non-DMC)	\$ 50,000
Recovery Residences	\$ 300,000
Total	\$ 2,268,439

Direct Service Staff By Discipline	Hourly Rate	Average Productivity
Physicians Assistant	\$ 389.00	40%
Nurse Practitioner	\$ 431.30	40%
RN	\$ 352.31	40%
MD (typically in SUD system of Care)	\$ 604.60	50%
Psychologist/Pre-licensed Psychologist	\$ 348.82	40%
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$ 312.41	40%
Alcohol and Drug Counselor	\$ 231.57	50%
Peer Recovery Specialist	\$ 242.60	35%

Probation Referred Participants \$50,000:

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

Substance Abuse Assessment Only (Written)	450
Concerned Party Interview (as part of assessment)	\$50
Therapy (Marriage & Family Therapist) (1 hour)	\$125
Anger Management Assessment (written)	\$ 250
Anger Management (Adult Men, Adult Women):	
3 month program	\$ 400
6 month program	\$ 820
12 month program	\$ 1600

Recovery Residences

Level 1	\$34.39 daily
Level 2	\$17.20 daily
Level 3	\$8.59 daily
Level 4	\$3.44 daily

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

Recovery Residences Services:

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

Funding Step Down	Daily Rate
Level 1	\$34.39
Level 2	\$17.2
Level 3	\$8.59
Level 4	\$3.44

BILLING AND PAYMENT:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing.

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

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

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

Contractor shall submit monthly invoices for services to:
Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120 Grass Valley, CA 95945

FINANCIAL TERMS

1. CLAIMING

- A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.
- B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- C. 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.

2. INVOICING

- A. 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.
- B. 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.
- C. 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 rates.
- D. 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.
- E. Contractor shall submit invoices and reports to:

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

3. ADDITIONAL FINANCIAL REQUIREMENTS

- A. 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.
- B. 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.
- C. 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.

- D. 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)).
 - E. 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.
4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS
- A. 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.
 - B. 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.
5. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES
- A. 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.
 - B. 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.
 - C. 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.
 - D. 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.

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.

Performance Incentive Payments

Upon completion of the following activities, contractor may submit an invoice for the amount associated, which will be processed and paid per the process outlined in this Exhibit. If Contractor does not submit the required documentation for the individual activity, no incentive payment will be made.

Incentive #1: Send non billable time study results by August 1st. \$20,000

Incentive #2: Produce a productivity improvement plan with at least 3 concrete strategies supported by data (i.e. non-billable time study, demographics, productivity report) by September 30th. \$20,000

Incentive #3: For Quarter 2 of FY 24/25, demonstrate either 3% increase in overall/average productivity over baseline of FY 23/24 or achieve average productivity target % across all disciplines as outlined in Productivity by Discipline table in Exhibit B. \$20,000

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 3II) and can be accessed here [DMC Contracts \(ca.gov\)](#)

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

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 \(ca.gov\)](#) 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 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

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.

EXHIBIT C
INSURANCE REQUIREMENTS
COMMON PURPOSE

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 **\$100,000** 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, **\$1,000,000** aggregate.

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:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date,

Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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 Contact.
- B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services ("DHCS") any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health ("NCBH") by December 31 of each year and when prescribed below.
 - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its

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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 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the 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 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 PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK
GRANT (SUBG)

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: Common Purpose
 - b. Project Description: Provision of recovery residence services for the treatment of substance use disorders for Drug Medi-Cal beneficiaries.
 - c. Subrecipient DUNS Number: HC31F3H936T5
 - d. Federal Funds Obligated to the Sub-recipient: \$141,487
 - 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