

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Hilltop Recovery Services, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

RECITALS

WHEREAS, the Lake County Behavioral Health Services Department provides substance use disorder services (SUDS) to the residents of Lake County; and

WHEREAS, the Board of Supervisors of County has determined that its SUDS program requires specialized SUD services for the residents of Lake County; and

WHEREAS, County issued a Request for Proposals for these services to which Contractor responded and was selected, as Contractor has the appropriate staffing and facilities necessary to provide such specialized SUD treatment services and desires to enter into this Agreement with County upon the provisions hereinafter set forth.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Hilltop Recovery Services shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
- 2. TERM.** **This Agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Three Hundred Thirty-Six Thousand, One Hundred Fifty Dollars (\$336,150.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

- 4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to the Contractor.

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In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, the Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of the Contractor and County executed by the Lake County Behavioral Health Services Director.

6. NOTICES. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones, MA
Deputy Director, Administration

Hilltop Recovery Services
P.O. Box 316
Lucerne, CA 95458

Attn: Lori Carter-Runyon
Executive Director

7. EXHIBITS. The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions
Exhibit D – Business Associate Agreement

8. TERMS AND CONDITIONS. The contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement, including **Exhibit A, Exhibit B, Exhibit C,** titled, “**Compliance Provisions,**” and **Exhibit D,** titled, “**Business Associate Agreement,**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION. This Agreement, including attachments, constitutes the entire Agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties.

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County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

Hilltop Recovery Services

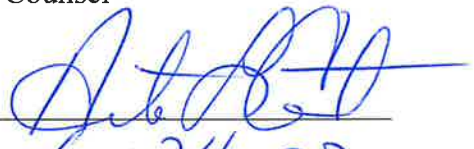

Chair
Board of Supervisors
Date: _____


Lori Carter-Runyon (Jun 28, 2022 18:34 EDT)

Lori Carter-Runyon
Executive Director
Date: _____

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: 
Date: 

By: _____
Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES. The Contractor agrees to comply with all applicable Medi-Cal laws, and regulations, including 1915(b) Waiver and any Special Terms and Conditions.

1.1 The Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Lake, and all other appropriate governmental agencies, including any certification and credentials required by the County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by the County. The contractor and County shall comply with the California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 The Contractor shall maintain written policies and procedures on advance directive in compliance with the requirements of 42, Code of Federal Regulations (CFR), Section 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in State laws governing advance directives as soon as possible, but not later than 90 days after the effective date of the change. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law, relating to the provision of health care when the individual is incapacitated as defined in 42 CFR 489.100.

1.3 The Contractor will observe and comply with all applicable Federal, State, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.4 The Contractor will assure that each client has adequate information about the Contractor’s problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor’s beneficiary booklet and providing the beneficiary booklet to beneficiaries. The contractor will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the Contractor at which clients may obtain substance use disorder services.

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1.5 Client's rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment services.

1.6 The Contractor agrees to extend to the County or its designee, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of the Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.8 The Contractor is to make voter registration materials available in their offices/facilities and assist individuals in completing materials if requested.

1.9 Upon discovery of a reportable breach by the Contractor, the Contractor must notify County within 24 hours of a suspected breach incident by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. The Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

1.10 Upon termination of the Agreement, all Protected Health Information provided by Lake County Behavioral Health Services to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1.11 The Contractor shall comply with the Dymally-Alatorre Bilingual Services Act of 1973, Gov. Code §§ 7290 – 7298 and provision of the County's Cultural Competency Plan by maintaining 100% compliance with National Culturally Linguistically Appropriate Services (CLAS) standards. The Contractor shall provide proof, no less than annually or upon the County's request, evidence of compliance including but not limited to attendance and training agendas, or other such documentation which reasonably evidences compliance.

1.12 The Contractor shall ensure that the logo for Lake County Behavioral Health Services (LCBHS) is included on flyers, handouts, and any advertising materials for any projects or events that LCBHS contributes to via funding from this Agreement.

1.13 The Contractor will notify the County about any change that may affect the Contractor's eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership, and address.

1.14 22 CCR 51341.1 (h) (7) Except where share of cost, as defined in Section 50090, is applicable, providers shall accept proof of eligibility for Drug Medi-Cal as payment in full for

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treatment services rendered. Providers shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.

1.15 Per State Plan DMC Contract, Exhibit A, Attachment I A1, Part II, H: Tribal Communities and Organizations - The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether a 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 Contractor's 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/AN communities within the County.

1.16 Per State Plan DMC Contract, Exhibit A, Attachment I, Part III, Q: Subcontract Provisions – The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

2. REPORTING REQUIREMENTS. The Contractor agrees to provide the County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

2.1 The Contractor shall submit a year-end program summary in a format to be provided by the County. Failure to provide reports in a timely fashion will constitute a material breach of the contract and grounds for termination as defined under **Exhibit C**, Section 8, titled “**Due Performance - Default.**”

2.2 At the County’s request, within ninety (90) days after the close of the fiscal year, the Contractor shall provide County with an annual Cost Report in the appropriate format for submission to the State of California, Department of Health Care Services for Medi-Cal reimbursement. This Cost Report will establish the final basis upon which the Contractor will be paid for services provided during the term of this Agreement. If the Contractor’s costs do not meet the contracted rate, the Contractor will be required to pay back the difference to County.

2.3 The Contractor shall obtain an independent fiscal audit for its most recently completed fiscal year and submit it to the County within one (1) week of completion. This review should be independent of any scheduled or unscheduled site monitoring activities by the County. The Contractor will be required to provide a corrective action plan within 30 days of this audit if there are any adverse findings.

3. RECORDS RETENTION.

3.1 The Contractor shall prepare, maintain and/or make available to the County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient, and service records and supporting documentation for a period of ten (10) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, the Contractor shall

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RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

retain the records until the resolution of litigation or audit. After the retention period has expired, the Contractor assures that confidential records shall be shredded and disposed of appropriately.

3.2 Clinical records of each client served at the Facility shall be the property of the County and shall be kept at least ten (10) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years or ten (10) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until the minor has reached age 25. All information and records obtained in the course of providing services under this Agreement shall be confidential and the Contractor shall comply with State and Federal requirements regarding the confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Director or designee, or DHCS, and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

4. DESCRIPTION OF SERVICES. The Contractor shall provide substance use disorder outpatient drug-free (ODF), Intensive Outpatient Treatment (IOT) services, and SUD Residential.

4.1 These services shall be provided pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at the Contractor's facility, hereinafter called "**Facility**", and located at the following address for DMC funded ODF, IOT "**6300 E. Highway 20, Lucerne, CA 95458**" for SABG funded SUD Residential "**14715 E. Highway 20, Clearlake Oaks, CA 95423**" "**14725 Catholic Church Road, Clearlake Oaks, CA 95423**" and for DMC EPSDT SUDS Residential "**14715 E. Highway 20, Clearlake Oaks, CA 95423**" "**14725 Catholic Church Road, Clearlake Oaks, CA 95423.**"

4.2 The Contractor shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

5. AUTHORIZATIONS.

5.1 The Contractor, in a competent and professional manner, promises to provide the specialized services to Lake County clients certified by licensed staff at Lake County Behavioral Health Services, as requiring specialized services and who meet the criteria established in accordance with the Lake County Mental Health Plan.

6. MINIMUM QUALITY TREATMENT STANDARDS. Compliance with the following Minimum Quality Treatment Standards is required for all SUD treatment programs (contractors and sub-contractors) either partially or fully funded by the Substance Abuse and Prevention Treatment Block Grant (SABG).

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

6.1 PERSONNEL POLICIES

1. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
 - a. Application for employment and/or resume.
 - b. Signed employment confirmation statement/duty statement.
 - c. Job description.
 - d. Performance evaluations.
 - e. Health records/status as required by program or Title 9.
 - f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries).
 - g. Training documentation relative to substance use orders and treatment.
 - h. Current registration, certification intern status, or licensure.
 - i. Proof of continuing education required by licensing or certifying agency and program and Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.
2. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
 - a. Position title and classification.
 - b. Duties and responsibilities.
 - c. Lines of supervision.
 - d. Education, training, work experience, and other qualifications for the position.
3. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
 - a. Use of drugs and/or alcohol.
 - b. Prohibition of social/business relationship with clients or their family members for personal gain.
 - c. Prohibition of sexual contact with clients.
 - d. Conflict of interest.
 - e. Providing services beyond scope.
 - f. Discrimination against clients or staff.
 - g. Verbally, physically, or sexually harassing, threatening, or abusing clients, family members, or other staff.
 - h. Protection of client confidentiality.
 - i. The elements found in the code of conduct for the certifying organization(s) the program's counselors are certified under; and
 - j. Cooperation with complaint investigations.
4. If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
 - a. Recruitment.

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RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

- b. Screening.
- c. Selection.
- d. Training and orientation.
- e. Duties and assignments.
- f. Scope of practice.
- g. Supervision.
- h. Evaluation; and
- i. Protection of client confidentiality.

- 5. Written roles and responsibilities and a code of conduct for the medical director (if applicable) shall be clearly documented, signed, and dated by an authorized program representative and the medical director.

6.2 PROGRAM MANAGEMENT

1. Admission or Readmission

- a. Each program shall include in its policies and procedures written admission and readmission criteria for determining the client's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. Use of alcohol/drugs of abuse.
 - ii. Physical health status; and
 - iii. Documentation of social and psychological problems.
- b. If a potential client does not meet the admission criteria, the client shall be referred to an appropriate service provider.
- c. If a client is admitted to treatment, a consent to treatment form shall be signed by the client.
- d. All referrals made by the program shall be documented in the client record.
- e. Copies of the following documents shall be provided to the client upon admission: Client rights, client fee policies, and consent to treatment.
- f. Copies of the following shall be provided to the client or posted in a prominent place accessible to all clients:
 - i. A Statement of nondiscrimination by race, religion, sex, gender identity, ethnicity, age, disability, sexual preference, and ability to pay.
 - ii. Grievance procedures.
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations, and regulations.
- g. Where drug screening by urinalysis is deemed appropriate the program shall:
 - i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
 - ii. Document urinalysis results in the client's file.

2. Treatment

- a. Assessment for all clients shall include:
 - i. Drug/Alcohol use history.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

- ii. Medical history.
 - iii. Family history.
 - iv. Psychiatric history.
 - v. Social/recreational history.
 - vi. Financial status/history.
 - vii. Educational history.
 - viii. Employment history.
 - ix. Criminal history, legal status, and
 - x. Previous SUD treatment history.
- b. Treatment plans shall be developed with the client within 30 days of admission and include:
 - i. A problem statement for all problems identified through the assessment whether addressed or deferred.
 - ii. Goals to address each problem statement (except when deferred).
 - iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion; and
 - iv. Signature of primary counselor and client.
- c. All treatment plans shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment.
- d. Progress notes shall document the client's progress toward completion of activities and achievement of goals on the treatment plan.
- e. Discharge documentation shall be developed with the client, if possible, and include:
 - i. Description of the treatment episode.
 - ii. Prognosis.
 - iii. Client's plan for continued recovery including support systems and plans for relapse prevention.
 - iv. Reason and type of discharge.
 - v. Signature of primary counselor and client; and
 - vi. A copy of the discharge documentation shall be given to the client.

7. ADDITIONAL REQUIREMENTS PER DRUG MEDICAL OR SABG

7.1 PHI Compliance. The contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and 42 CFR Part 2, and will make his best efforts to preserve data integrity and confidentiality of protected health information.

7.2 Counselor Certification. Any counselor providing intake, assessment of the need for services, treatment or recovery planning, individual or group counseling to participate, patients or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

7.3 Charitable Choice. As separation of church and state is fundamental, it is imperative that County as a governmental organization not be viewed as promoting any one religion, belief, or sect in general or specifically.

The following guidelines shall be followed by Lake County Behavioral Health Services (LCBHS) – SUDs and its subcontractors in accordance with Title 42, USC §54:

No SABG funds, nor any other federal or state funds, may be expended for inherently religious activities such as worship, religious instruction, or proselytization nor shall any state funds be used to provide direct, immediate, or substantial support to any religious activity.

A religious organization that is a program participant shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If an otherwise eligible program beneficiary or prospective program beneficiary objects to the religious character of a program participant, within a reasonable period of time after the date of such objection, such program beneficiary shall have rights to notice, referral, and alternative services as outlined in paragraphs (b) through (d) of Title 42 USC §54.

Religious organizations that receive applicable program funds for substance abuse services are subject to the same regulations as other nongovernmental organizations to account, in accordance with general accepted auditing and accounting principles, for the use of such funds.

7.4 Corrective Action Plans (CAPs). County will ensure all DMC Postservice Postpayment (PSPP) cited deficiencies are remediated and monitored for ongoing compliance:

When a deficiency is revealed, services will be denied and a Corrective Action Plan will be submitted to the DMC PSP Unit within 60 days of the report.

The County will then continue to monitor the Contractor and provide training and/or technical assistance to ensure deficiency is remedied and found to be in compliance.

7.5 Substance Abuse Block Grant (SABG) funds. The Block Grant money that may be spent for Section 96.124 (c) and (e), and 96.127 and 96.128 is governed by 96.137 which ensures that funding from the Block Grant will be the “payment of last resort.” Services funded under the Block Grant are required to have had every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to:

Collect reimbursement of the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, any State compensation program, any

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

Secure from patients or clients payments for services in accordance with their ability to pay.

7.6 Monitoring Tool. The contractor is subject to an annual site review by County. The contractor will be notified of the date of the Review via a Notification of Site Review letter. The County's Substance Use Disorder Services Monitoring Tool will accompany the Notification of Site Review letter. The contractor may also be subject to site reviews during the year as deemed necessary by County.

7.7 California Outcomes Measurement System (CalOMS):

The contractor shall comply with data collection and reporting requirements established by DHCS CalOMS – Tx Data Collection Guide. And all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notes relevant to CalOMS –TX Data Collection.

The contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified for reporting data content, data quality completeness, reporting frequency, reporting deadlines, and reporting method.

The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS – Tx data.

The Contractor shall comply with the treatment and prevention data quality standards established by the State.

Electronic submission of CalOMS – Tx data is due 45 days from the end of the last day of the report month.

If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor is still responsible for collecting and reporting data from the time of the delay or problem.

The Contractor shall submit CalOMS –TX admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

The Contractor shall participate in CalOMS-Tx informational meetings, training, and conference calls.

The Contractor will need to report CalOMS-Tx Data on all other clients not associated financially to County directly to the State.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

7.8 Intravenous Drug Use (IVDU) Treatment. The Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo IVDU treatment as defined in 42, USC 300x-23(b).

7.9 Trafficking Victim Prevention Act (TVPA). To ensure that any grant, contract, or cooperative agreement provided or entered into Lake County Behavioral Health Services Department includes a condition that authorizes termination, or takes any of the other remedial action authorized under 22 J. S. C. 7104 – Prevention of Trafficking, without penalty, if the grantee (or sub grantee), Contractor, etc., engages in, or uses labor recruiters, brokers, or other agents who engage in the violations described in 22 U. S. C. 7104 Section 106 (g).

Upon receipt of an Inspectors General's report substantiating an allegation that the recipient of a contract, grant, or cooperative sub grantee or subcontractor of the recipient; or any agent of the recipient of a sub grantee or subcontractor, engaged in any of the activities described in U. S. C. 22, Section 70145 (g), as amended by U. S. C. 22, section 1702, or notification of an indictment, information, or criminal complaint for an offense under subsection (1)(3), the head of the agency shall consider taking one or more of the remedial actions described in U. S. C. 22, Section 7014b (c)(1-4).

7.10 No Unlawful Use or Unlawful Use Messages Regarding Drugs. The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Agreement the Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

7.11 Restriction on Distribution of Sterile Needles. No Substance Abuse Block Grant (SABG) funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the States chooses to implement demonstration syringe services for the program for injection drug users.

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

Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse.

Reduce barrier to patient's accepting TB treatment; and,

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

7.13 Tuberculosis screening for Contractor and Subcontractors:

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

Except as specified in (3) below, good physical health shall be verified by a health screening, including a test for tuberculosis, performed under licensed medical supervision not more than sixty (60) days prior to or seven (7) days after employment with tuberculosis testing renewable every year.

Personnel with a known record of tuberculosis or record of positive testing shall not be required to be retested if a physician verified the individual has been under regular care and monitoring for tuberculosis. Such verification will be renewed annually.

A health screening report signed by the person performing such screening shall be made for each person specified above, and shall indicate the following:

The person's physical qualification to perform assigned duties, and

The presence of any health condition that would create a hazard to the person, resident or other staff members.

The good physical health each volunteer who works in the facility shall be verified by a statement signed by each volunteer affirming that he/she is in good health, and a test for tuberculosis performed not more than sixty (60) days prior to or seven (7) days after initial presence in the facility and annually thereafter. At the discretion of the licensee, tuberculosis testing need not be required for volunteers whose functions do not necessitate frequent or prolonged contact with residents.

7.14 Human Immunodeficiency Virus (HIV) Early Intervention.

The Contractor shall have procedures in place to screen for HIV/AIDS and make any recommendations for treatment, further medical attention, and/or preventative care as indicated during screening, intake, or assessment. In addition, each person receiving services must be informed of the risks of HIV/AIDS and provided the information necessary to access education and community-based resources. If need or request is indicated by the client the Contractor shall make referral to available resources and follow-up throughout treatment episode.

Per 45 CFR 96.121, Early Intervention Services Relating to HIV means:

Appropriate pretest counseling for HIV and AIDS;

Testing individuals with respect to such disease, including tests to confirm the presence of the disease, tests to diagnose the extent of the deficiency in the immune system, and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease;

Appropriate post-test counseling; and

Providing the therapeutic measures described in Paragraph (2) of this definition.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

7.15 Charting and Confidentiality of HIV Information. Special protections regarding confidentiality of HIV testing and documentation apply. Special documentation is required to validate advised consent to testing and the release of test results.

At such times as a physician affiliated with County, Contractor or subcontractor requests HIV testing of any patient or consumer, including doing so at the patient/consumer's request, the physician must document informed consent and written consent using Form CAHHS 31-1 "Consent for the HIV Antibody Blood Test" issued by the California Associate of Hospitals and Health Systems. This consent applies to competent adults (with "adult" in this case having been determined to be age 12 and above). Patients on LPS (or probate) conservatorship must have the consent signed by their conservator.

Test results must not be disclosed without written authorization for each separate disclosure.

The charting of the illness HIV/AIDS is subject to the same confidentiality as general medical or psychiatric information. Due to the continuing high sensitivity of this subject area, utmost caution should be maintained.

7.16 ASAM Level of Care Determination Criteria.

In addition to being medically necessary, all SUD treatment services provided to a DMC beneficiary must be clinically appropriate to address that beneficiary's presenting condition. In accordance with W&I Code 14184.402(e), providers must use the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC beneficiaries. However, a full assessment utilizing the ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.

- For DMC beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with a licensed professional of the healing arts (LPHA) or registered/certified counselor.
- For DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.
- If a DMC beneficiary withdraws from treatment prior to completing the ASAM assessment and later returns, the time period starts over.

DMC providers shall assure DMC State Plan Counties that The ASAM Criteria will be used to determine the appropriate level of care.

7.17 POLITICAL ACTIVITIES. The Contractor shall not campaign or conduct any political activity while performing scheduled activities during normal work hours.

Contractor and Contractor's officers, employees, and agents who seek elective office of Lake County may either request an unpaid leave of absence or use accrued vacation/compensatory

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

time off during campaign activities. If successful in the election, the Contractor will deem that the staff member, upon assuming office, has resigned from their position with the Contractor.

No Contractor and Contractor's officers, employees, and agents whose principal employment is in connection with any activity financed in whole or in part by Federal loans or grants shall undertake or participate in political activities barred by the Federal Political Activities (HATCH) Act as amended, 5 C.S.C. 1502 and Byrd Anti-Lobbying Amendment 31 USC 1352.

7.18 ANNUAL State Plan DMC Title 22 Training Requirements

The Contractor shall ensure training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS's SUD Program, Policy, or Fiscal Division (SUD PPF) or the County. Documented attendance of annual training offered by DHCS or County shall suffice to meet the requirements of this provision. The Contractor shall report compliance to DHCS' e-mail address SUDCOUNTYREPORTS@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process and include LCBHS in the email correspondence.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23
EXHIBIT B – FISCAL PROVISIONS**

1. CONTRACTOR'S FINANCIAL RECORDS. The Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by the Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 The Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 The Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountycga.gov.

2.3 The Contractor shall bill County on or before the fifteenth (15th) working day of the month following the month in which specialty services were provided.

2.4 The County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 The County shall not be obligated to pay the Contractor for services provided which are the subject of any bill if the Contractor submits such bill to the County more than thirty days (30) after the date the Contractor provides the services, or more than thirty (30) days after this Agreement terminates, whichever is earlier.

2.6 Monthly payment may vary based on actual services billed.

2.7 The County clients who are able to pay for services from other public or private resources are not billable under this Agreement.

2.8 The Contractor and the County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, the County shall still be obligated to pay the Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to the Contractor immediately after the Agreement is reached by the two representatives.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 The Contractor warrants that it shall comply with all audit requirements established by the County and will provide a copy of the Contractor's Annual Independent Audit Report, if applicable.

3.2 The County may conduct periodic audits of the Contractor's financial records, notifying the Contractor no less than 48 hours prior to the scheduled audit. Said notice shall include a detailed listing of the records required for review. The Contractor shall allow the County or other appropriate entities designated by the County, access to all financial records pertaining to this Agreement.

3.3 The Contractor shall reimburse the County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of the County

3.3 DHCS, Centers for Medicare and Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the Comptroller General, or their designees have the right to audit, evaluate and inspect any books, records, contracts, computers or other electronic systems of the contractor or the subcontractor that pertain to any aspects of services and activities performed on Medi-Cal beneficiaries per 42 CFR 438.230(i).

3.4 The Contractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to any Medi-Cal beneficiaries per 42 CFR 438.230(ii).

3.5 The right to audit will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later per 42 CFR 438.230(iii).

3.6 If DHCS, CMS, or HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the HHS Inspector General may inspect, evaluate and audit the Contractor or subcontractor at any time per 42 CFR 438.230(iv). The Contractor warrants that it shall comply with all audit requirements established by the County and will provide a copy of the Contractor's Annual Independent Audit Report, if applicable.

3.7 The COUNTY, on behalf of DHCS, shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1, to recover payments made if the subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the provider shall be required to submit a Corrective Action Plan (CAP) to the COUNTY for review and approval prior to submission to DHCS for final approval. Pursuant to Title 22, CCR, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report. The CAP shall:

AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23

- Address each demand for recovery of payment and/or programmatic deficiency
- Provide a specific description of how the deficiency shall be corrected
- Specify the date of implementation of the corrective action
- Identify who will be responsible for correction and who will be responsible for ongoing compliance

The COUNTY will provide written approval of the CAP to the Contractor with a copy to the provider. If the COUNTY does not approve the CAP, the COUNTY will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.

If the entity that provided the services does not submit a CAP or does not implement the approved CAP provisions within the designated timeline, then the COUNTY may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part I, Section 4(A),(2). DHCS shall inform the Contractor when funds will be withheld.

4. PAYMENT TERMS.

- 4.1 The County shall pay the Contractor as follows per **DMC-funded Outpatient Drug Free (ODF) and Intensive Outpatient Treatment (IOT) services** to be provided at 6300 E. Highway 20, Lucerne, CA 95458.

Non-Perinatal DMC

Description	Unit of Service (UOS)	FY 2021-22 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$14.65
NTP - Individual Counseling	One 10-minute Increment	\$17.18
NTP - Group Counseling	One 10-minute Increment	\$4.06
Intensive Outpatient Treatment	Face-to-Face Visit	\$78.88
Naltrexone*	Face-to-Face Visit	\$19.06
Residential - for EPSDT Beneficiaries	Daily	\$109.77
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$85.96
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$36.52

TOTAL FUNDING FOR ASAM 1.0 & 2.1 (\$150,000.00)

- 4.2 The County shall pay the Contractor for a total of **three (3) SABG -funded ASAM 3.1 inpatient residential beds**. Service to be provided at 14715 E. Highway 20, Clearlake Oaks, CA 95423 ", "14725 Catholic Church Road, Clearlake Oaks, CA 95423"

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

A. Residential Services Daily Bed Rate \$170.00

To be paid in 12 monthly installments of **\$15,512.50**.

TOTAL FUNDING FOR ASAM 3.1 (\$186,150.00)

4.3 The County shall pay the Contractor as follows for **DMC EPSDT ASAM 3.1 residential bed days** and **SABG funded room and board services** to be provided at 14715 E. Highway 20, Clearlake Oaks, CA 95423; 14715 E. Highway 20, Clearlake Oaks, CA 95423” ,“14725 Catholic Church Road, Clearlake Oaks, CA 95423”

A. **DMC EPSDT Residential** \$109.77/day

B. **SABG Residential Room and Board** \$60.29/day

C. The Contractor shall provide itemized invoice separating SABG room and board fees from the DMC daily rate.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23
EXHIBIT C – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** The Contractor shall immediately notify County of any known or suspected breach of personal, sensitive, and confidential information related to the Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

5. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

6. **STANDARD OF CARE.** The Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** The Contractor assures that neither it nor its employees has any interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 The Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 The Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and Independent Contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. The Contractor shall provide County certificates of insurance within 30 days of the date of execution of the Agreement. The Contractor agrees to provide to County, at least 30 days prior to the expiration date, a new certificate of insurance.

9.6 In case of any subcontract, the Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit the new certificate to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to the Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent Contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by the Contractor hereunder are the property of the County. In the event of the termination of this Agreement for any reason whatsoever, The Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

14. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. ADHERENCE TO APPLICABLE DISABILITY LAW. The Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. HIPAA COMPLIANCE. The Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

17. SAFETY RESPONSIBILITIES. The Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, the Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

18. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that the venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. The contractor waives any right of removal it might have under the California Code of Civil Procedure Section 394.

19. RESIDENCY. All Independent Contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

20. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

21. UNUSUAL OCCURRENCE REPORTING. The Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. The Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

22. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

24. NON-APPROPRIATION. In the event the County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective September 1, 2021 (the "Effective Date"), by and between Hilltop Recovery Services ("Business Associate") and Lake County Behavioral Health Services (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). Additionally, for this agreement, Protected Health Information (PHI) includes electronic Protected Health Information (ePHI); Personally Identifiable Information (PII); and Personal Information (PI).
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
Lake County Behavioral Health Services 1-877-610-2355

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - a. Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI; and
 - b. Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - c. Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER ASAM
LEVELS 1.0, 2.1, 3.1, INTENSIVE OUTPATIENT AND OUTPATIENT
DRUG FREE TREATMENT SERVICES FOR FISCAL YEAR 2022-23**

21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or In the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

By: Todd Metcalf
Todd Metcalf (Jun 28, 2022 15:25 PDT)

Todd Metcalf, MPA
Lake County Behavioral Health Services

By: Lori Carter
Lori Carter-Runyon (Jun 28, 2022 18:34 EDT)

Lori Carter-Runyon
Hilltop Recovery Services

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22.23.20 Hilltop Residential, IOT & ODF FY 2022-23

Final Audit Report

2022-06-28

Created:	2022-06-28
By:	Elise Jones (Elise.Jones@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT2DmP-qQjSuV6IY9TnYSjduLBxDfDCNL

"22.23.20 Hilltop Residential, IOT & ODF FY 2022-23" History

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