

**AGREEMENT BETWEEN COUNTY OF LAKE AND HILLTOP
RECOVERY SERVICES FOR SUBSTANCE USE DISORDER
FOR RESIDENTIAL SERVICES FOR FISCAL YEAR 2018-19**

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 Department provides substance use disorder (SUD) services to the residents of Lake County; and

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

WHEREAS, Contractor has appropriate staffing and facilities necessary to provide such specialized SUD services and desires to enter into this Agreement with County upon the provisions hereinafter set forth.

NOW, THEREFORE, based on the forgoing 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 in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.
- 2. TERM.** This Agreement shall commence on **July 1, 2018, and shall terminate on June 30, 2019, 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 Sixty Thousand Dollars (\$60,000).**

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 Contractor.

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, 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 Contractor and County executed by the Lake County Behavioral Health Administrator.

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
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf
Behavioral Health Administrator

Hilltop Recovery Services
PO 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

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A**, **Exhibit B**, and **Exhibit C**, titled, "**Compliance Provisions**", 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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EXHIBIT A – SCOPE OF SERVICES

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

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by 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 County. Contractor and County shall comply with 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 C.F.R 489.100.

1.3 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 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. 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 specialty mental health services.

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 Contractor agrees to extend to 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 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 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 Contractor, the Contractor must notify County within five (5) working days of the breach by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. 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 to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to 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 Contractor shall comply with the provision of the County's Cultural Competency Plan by maintaining 100% compliance with National CLAS standards. Contractor shall provide proof, no less than annually or upon County's request, evidence of compliance including but not limited to attendance and training agendas, or other such documentation which reasonably evidences compliance.

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

3. **RECORDS RETENTION.**

3.1 Contractor shall prepare, maintain and/or make available to 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, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, 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 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 minor has reached age 25. All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding 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 Administrator 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.** Contractor shall provide 30, 60 and 90 days of ASAM Levels of Care 3.1 and 3.5 residential alcohol and drug treatment services for Lake County residents referred by Lake County Behavioral Health.

4.1 Contractor shall provide SUD residential services to clients referred by County. 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 Contractor's facility, hereinafter called "**Facility**", and located at the following address "**14715 E. Highway 20, Clearlake Oaks, CA 95423.**"

4.2 Contractor shall provide staffing at the Facility twenty-four (24) hours per day, seven (7) days per week, and staffing will include all legally required care for clients, all in accordance with laws and regulations outlined in California Code of Regulations (CCR), Title 22, Divisions 2, and 6.

4.3 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.

4.4 Residents will be discharged or transferred from this facility: 1) the resident has successfully completed a treatment plan and no longer needs residential or rehabilitation services, 2) the resident requests a transfer or discharge, or 3) the resident needs a higher level of medical or psychiatric care.

5. **AUTHORIZATIONS.**

5.1 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, as requiring specialized services and who meet the criteria established in accordance with the Lake County Mental Health Plan.

5.2 Lake County clients accepted into Contractor's program by Contractor without prior authorization by Lake County Behavioral Health may be declared ineligible for funding pursuant to this Agreement. All services must be preauthorized by Lake County Behavioral Health. **There are NO EXCEPTIONS to this preauthorization requirement.**

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 Substance Abuse and Prevention Treatment Block Grant (SABG).

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 address 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.
 - 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 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.

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- 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.
 - 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 MEDI-CAL

7.1 PHI Compliance. 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 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.

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 (LCBH) – 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 report.

County will then continue to monitor 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 ensure 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 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. Contractor is subject to an annual site review by County. 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. Contractor may also be subject to site reviews during the year as deemed necessary by County.

7.7 California Outcomes Measurement System (CalOMS):

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.

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.

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

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, Contractor is still responsible for collecting and reporting data from time of the delay or problem.

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.

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

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

7.8 Intravenous Drug Use (IVDU) Treatment. 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 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 agreement; a 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 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. 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 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 a demonstration syringe services for 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:

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. At intake LCBH requires that each client complete a self-administered health questionnaire. The questionnaire is then forwarded to the SUD Medical Director for review, authorization and recommendation for treatment, further medical attention, and or preventative care.

In addition, each person that enrolls in LCBH is informed of the risks of HIV/AIDS, provided with a referral to the Community Care HIV/AIDS Program (C-CHAP) for counseling, support and additional therapeutic measure for preventing and treating condition arising from the disease, and given an opportunity to have a HIV blood test administered by C-CHAP at no charge. In the event, that C-CHAP is not available, LCBH will pay to have the test performed by client's primary physician. Regardless of the test or whether the individual even partakes in testing, the individual will continue to receive outpatient services with LCBH.

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.

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 Lake County Behavioral Health 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 Association 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 Criteria. The primary goal underlying the ASAM Criteria is for the patient to be placed in the most appropriate level of care. For both clinical and financial reasons, the preferable level of care is that which is the least intensive while still meeting treatment objectives and providing safety and security for the patient. The ASAM criteria is a single, common standard for assessing patient needs, optimizing placement, determining medical necessity, and documenting the appropriateness of reimbursement. County expects Contractor to work towards the implementation and utilization of the ASAM criteria.

EXHIBIT B – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by 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 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 Contractor shall bill County on or before the tenth (10th) working day of the month following the month in which specialty services were provided.

2.3 County shall make payment within 20 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.

2.4 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than ninety days (90) after the date Contractor provides the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

2.5 Monthly payment may vary based on actual services billed.

2.6 County shall not provide reimbursement for date of discharge from any facilities including hospitals, skilled nursing facilities, mental health rehabilitation centers, and residential facilities.

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

2.8 Contractor and 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, County shall still be obligated to pay 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 Contractor immediately after the Agreement is reached by the two representatives.

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3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

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

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

3.3 If DHCS, CMS, or HHH Inspector General determines that there is a reasonable possibility of fraud or similar risk, CHCS, CMS or HHS Inspector General may inspect, evaluate and audit the Contractor or subcontractor at any time per 42 CFR 438.230(iv).

3.4 DHCS, CMS, HHS Inspector General, Comptroller General or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic systems of the Contractor or subcontractor that pertain to any aspects of services and activities performed on Medi-Cal beneficiaries per 42 CFR 438.230(i).

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

3.6 The contracting parties shall be subject to the examination and audit of the Department of Health Care Services (DHCS) or Auditor General for any contract in excess of \$10,000 which utilizes state funds for a period of 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).

4. PAYMENT TERMS.

4.1 **County shall pay Contractor One Hundred Dollars (\$100.00) per day for substance use disorder residential services.**

EXHIBIT C – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to 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 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. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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.

6. **STANDARD OF CARE.** 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.** 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 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 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).

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. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, 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 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 Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had 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.

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 Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, 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.** 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.** 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.** 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, 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.

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 venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under 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.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. 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; 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 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 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.