BEHAVIORAL HEALTH AND RECOVERY SERVICES
A Mental Health and Substance Use Disorder Services Organization

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Stanislaus County

Behavioral Health and Recovery Services (BHRS)

Substance Use Disorder Provider Minimum Qualifications

Open Enrollment:

Adult Residential Services, Youth Residential Services, and Medication Assisted Treatment Services

This open enrollment shall establish qualified Residential Treatment Programs to provide services to adult and youth along with medication assisted treatment within Stanislaus County. Stanislaus County BHRS has developed a set of minimum qualifications (MQ) required for Adult and Youth Residential Providers. Upon meeting all the MQ's, a service provider may enter into an agreement with Stanislaus County BHRS in order to be reimbursed.

Open Enrollment Point Person: Tracey McCullough, tmccullough@stanbhrs.org

Estimated/Proposed Timeline

- February 3, 2025
    - Open Enrollment documents posted on Stancounty.com/bhrs under Quick Links – SUD Adult/Youth Residential Open Enrollment
- Submit questions to CBHRS@stanbhrs.org
- Questions & Answers will be posted on Stancounty.com/bhrs under Quick Links – SUD Adult/Youth Residential Open Enrollment within 7-10 business days.
- All required documents need to be submitted via email to CBHRS@stanbhrs.org or mailed to Stanislaus County BHRS ATTN: Contract Services at 1601 I St. Suite 300, Modesto CA 95350.
- Facility walk-through will be ongoing and based on Facility Status. (i.e., if building, once license/certification is complete; if a current site, once all documents have been reviewed within three months of application.

Minimum Qualifications

- Submit financial reports that include detailed information about Residential facility's financial condition (e.g., audited/unaudited financial statements, as applicable, statement of income and retained earnings, letters of reference, etc.)
- Submit an estimated budget (daily rates, capacity, food, laundry, etc.)
- Submit a copy of the initial Residential (CCR, Title 9, Division 4, Chapter 5) License and Certification and Department of Social Services License (or pending application)
    - Adult facilities proposing to provide youth residential services need to submit a copy of the approved or pending application for youth-waivered beds

    - See Exhibit F, “Adolescent Waiver Process”.
- Submit a copy of the Residential Program Drug Medi-Cal Certification
- Submit a copy of the Residential Program ASAM or DHCS Level of Care Designation
- Procure and maintain the insurance requirements detailed in Exhibit B “Insurance Requirements for Professional Services”
- Demonstrate the ability to provide Residential Treatment services in accordance with the Scope of Work and the Youth Treatment Guidelines, including, but not limited to:
    - Ability to comply with Minimum Quality Drug Treatment Standards (MQDTS)
    - Ability to comply with Youth Treatment Guidelines
- Ability to establish and maintain a computer system with:
    - Windows 10 OS (32 bit or 64 bit);
    - Antivirus solution (i.e. Sophos, Norton, McAfee);
    - Firewall (Windows Firewall on);
    - WiFi capability when connecting via wireless Contractor must not use free WiFi spots that do not require a password but rather use their own wireless connection with WPA2 (WiFi Protected Access 2) protocol to establish a secure connection;
    - Parallels Client (to connect to EHR) which is a free software that is provided to the contractor
    - The above computer system will insure Contractor can access the County’s Electronic Health Record (EHR) and State Databases for the submission of information required under the terms and conditions of this Agreement, including but not limited to the submission of:
        - Drug Medi-Cal claims;
        - CalOMS (California Outcomes Measurements System) treatment
        - admission, annual updates, and discharge data, including client
        - demographic data;
        - ASAM (American Society of Addiction Medicine) Level of Care data;
        - Initial contact data for each Medi-Cal beneficiary; and
        - DATAR (Drug Alcohol Treatment Access Report) waiting list record.
    - Ability to offer culturally competent services including: interpreter services and adequately trained staff.

Selection Procedure

- Once all required documentation is submitted and reviewed by BHRS a site review conducted by a team from BHRS will be scheduled.
- All agreements begin upon execution and are subject to renewal each fiscal year. The execution of an agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County’s sole discretion.

EXHIBIT A

SCOPE OF WORK

Contractor agrees to provide substance use disorder services to eligible beneficiaries of Stanislaus County within the scope of services defined in this contract.

Exhibits included in this Agreement are listed below:

Exhibit A	Scope of Work
Exhibit B	Insurance
Exhibit C	Modality of Covered Service Descriptions
Exhibit D	Department of Health Care Services (DHCS) Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements
Exhibit E	Substance Abuse Block Grant (SABG) Requirements
Exhibit F	Adolescent Waiver Process

These exhibits contain provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist.

As a subcontractor under the Agreement(s) between the California Department of Health Care Services (DHCS) and County as the Mental Health Plan (MHP), Contractor shall perform the delegated activities and reporting responsibilities specified in compliance with County's agreement obligations, as applicable. Contractor shall also be required to comply with the requirements stated within the Agreement(s), as it pertains to subcontractors, by this reference incorporated herein. A copy of the Agreement(s) shall be made available to Contractor. Contractor agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. If Contractor is found to be non-compliant or inadequate in the provision of services under this agreement, County may terminate the Agreement in alignment with Section 4, Term of the Agreement, or specify other remedies as necessary.

A. PROGRAM SPECIFIC SERVICES

Contractor shall provide American Society of Addiction Medicine ASAM level(s):

1. Residential

    1.1. Level 3.1 Clinically Managed Low Intensity Residential Services
    1.2. (Optional) Level 3.3 Clinically Managed Medium Intensity Residential Services
    1.3. (Optional) Level 3.5 Clinically Managed High-Intensity Residential Services

2. Withdrawal Management

    2.1. Level 3.2 Clinically Managed Residential Withdrawal Management

Residential Treatment and Inpatient Services (ASAM Levels 3.1 – 3.5)

Residential Treatment Services are delivered to members when medically necessary in a short-term residential program corresponding to at least one of the following levels:

(1) Level 3.1 - Clinically Managed Low-Intensity Residential Services
(2) Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Services
(3) Level 3.5 - Clinically Managed High Intensity Residential Services

Residential Treatment Services require a clearly established site for services and in-person contact with a beneficiary in order to be claimed. A client receiving Residential pursuant to DMC-ODS, regardless of the length of stay, is a “short-term resident” of the residential facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each member shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

Residential Treatment Services include the following services:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) MAT for OUD
(7) MAT for AUD and other non-opioid SUDs
(8) Patient Education
(9) Recovery Services
(10) SUD Crisis Intervention Services

Residential Treatment Services in ASAM Levels 3.1, 3.3, and 3.5 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by DHCS and residential facilities licensed by the Department of Social Services. In order to participate in the DMC-ODS program and offer ASAM Levels 3.1, 3.3, or 3.5, residential providers licensed by a state agency other than DHCS must be DMC-certified.

Residential Treatment Services can be provided in facilities of any size. All facilities delivering Residential Treatment Services under DMC-ODS must also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment facilities licensed by DHCS offering ASAM Levels 3.1, 3.3, and 3.5 must also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria. Facilities licensed by a state agency other than DHCS must have an ASAM LOC Certification for each level of care provided by the facility under the DMC-ODS program. DMC-ODS plans will be responsible for ensuring and verifying that DMCODS providers delivering ASAM Levels 3.1, 3.3 or 3.5 obtain an ASAM LOC Certification and/or DHCS LOC Designation for each level of care provided effective January 1, 2024.

The statewide goal for the average length of stay for Residential Treatment Services provided by DMC-ODS plans is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard “cap” on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. However, DMC-ODS plans shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress. DMC-ODS plans shall adhere to the length of stay monitoring requirements set forth by DHCS

and length of stay performance measures established by DHCS and reported by the external quality review organization.

Withdrawal Management Services

Withdrawal Management Services provided under this contract are provided to members experiencing withdrawal as follows:

> Level 3.2-WM: Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting)

Withdrawal Management Services are urgent and provided on a short-term basis. When provided as part of Withdrawal Management Services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

If a member is receiving Withdrawal Management in a residential setting, each member shall reside at the facility. All members receiving Withdrawal Management services shall be monitored during the withdrawal management process.

Withdrawal Management Services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Medication Services
(4) MAT for OUD
(5) MAT for AUD and other non-opioid SUDs
(6) Observation
(7) Recovery Services

Medications for Addiction Treatment (MAT)

MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in this “Covered DMC-ODS Services” section.

MAT may be provided with the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) Patient Education
(7) Recovery Services

(8) SUD Crisis Intervention Services
(9) Withdrawal Management Services

B. GENERAL PROGRAM REQUIREMENTS

1. Contractor shall provide Drug Medi-Cal substance use disorder treatment services at State certified locations to eligible beneficiaries of Stanislaus County, as identified in this Agreement, including all exhibits.

2. Contractor shall provide services as described in Exhibit C, Stanislaus County, Behavioral Health & Recovery DMC-ODS Modality of Covered Service Descriptions and comply with Exhibit D, DHCS DMC-ODS Requirements and Exhibit E, SABG Requirements, attached hereto and incorporated by this reference.

3. Contractor shall comply with Drug Medi-Cal and County policies and procedures and Documentation Guidelines.

4. Contractor shall comply with the Stanislaus County Substance Use Disorder Provider Guidelines, by this reference incorporated herein, made available by County on the BHRS Extranet -> SUD->Provider Guidelines.

5. Contractor shall participate in SUD Program Monitoring annually, at minimum, including, but not limited to, the following:

   5.1. Minimum Quality Drug Treatment Standards (MQDTS) Monitoring tools made available by the County on the Stanislaus County website -> County Services -> BHRS -> Quick Links -> Contract Services -> MQDTS Monitoring.

   5.2. Youth Residential License Requirements, at this time:
      5.2.1. DSS licensing as an STRTP or Community Care Licensing
      5.2.2. DHCS Licensing & ASAM or DHCS LOC designation
      5.2.3. DMC certification

   5.3. SUD Program Monitoring Instrument is made available by the Stanislaus County website located at www.StanCounty.com -> County Services -> BHRS -> Contract Services -> Quick Links -> FY 2019/2020 SUD Monitoring Tools.

   5.4. Onsite Review

   5.5. Any deficiencies or areas for improvement identified by County shall be corrected by Contractor via corrective action plans.

6. Contractor shall comply with BHRS DMC-ODS Practice Guidelines posted on the BHRS Extranet -> SUD -> DMC-ODS Practice Guidelines.

7. Contractor shall establish and maintain, at Contractor's cost, the following computer system:

   7.1. Windows 10 OS (32 bit or 64 bit);

7.2. Antivirus solution (i.e. Sophos, Norton, McAfee);
7.3. Firewall (Windows Firewall on);
7.4. WiFi capability when connecting via wireless Contractor must not use free
7.5. WiFi spots that do not require a password but rather use their own wireless connection with WPA2 (WiFi Protected Access 2) protocol to establish a secure connection;
7.6. Parallels Client (to connect to EHR) which is a free software that is provided to the contractor
7.7. The above computer system will insure Contractor can access the County's Electronic Health Record (EHR) and State Databases for the submission of information required under the terms and conditions of this Agreement, including but not limited to the submission of:
7.7.1. Drug Medi-Cal claims;
7.7.2. CalOMS (California Outcomes Measurements System) treatment admission, annual updates, and discharge data, including client demographic data;
7.7.3. ASAM (American Society of Addiction Medicine) Level of Care data; Initial contact data for each Medi-Cal beneficiary; and
7.7.4. DATAR (Drug Alcohol Treatment Access Report) waiting list record.

8. Contractor shall complete all required data entry in accordance with DMC-ODS Intergovernmental Agreement, County policies and procedures, and BHRS DMCODS Documentation Guidelines posted on the BHRS Extranet.

9. Contractor shall adhere to County's Residential Treatment Authorization Policies and Practice Guidelines (excluding withdrawal management services).

10. Contractor shall actively participate in the following meetings, committees or collaborations: BHRS Behavioral Health Equity Committee (BHEC), SUD Quality Improvement Council (QIC), SUD Utilization Management (UM) Review, SUD Providers meeting (Program coordinators and managers only), and any other meetings, committees or collaborations found appropriate between Contractor and Contract monitor.

C. FINANCIAL TERMS

1. RESTRICTIONS AND LIMITATIONS

1.1. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County or state or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.

1.2. Funding is for services provided by fiscal year, which begins July 1 and ends June 30 of the next calendar year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

1.3. The maximum financial obligation of the County under this Agreement shall not exceed $TBD per fiscal year, which is not a guaranteed sum but shall be paid only for services actually rendered.

1.4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

1.5. County agrees that Contractor shall have the right to add to the billing any amount owed to Contractor by County as a result of services rendered by Contractor and accepted by County prior to the execution of this Agreement. If contractor exercises the right to add to the billing, Contractor shall give County notice of the amount and an itemization of billing.

2. CLAIMING

2.1. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

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

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

3. INVOICING

3.1. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.

3.2. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days. Contractor shall submit invoices and any other requested documentation electronically to ABHRS@stanbhrs.org or by mail to the following address:

Stanislaus County Behavioral Health and Recovery Services
PO Box 3211
Modesto, CA 95350
Attention: Accounts Payable

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

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

4. ADDITIONAL FINANCIAL REQUIREMENTS

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

4.2. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

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

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

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

5.1. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

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

6. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

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

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

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

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

D. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

2. County will provide the Cultural Competence Plan Requirement (CCPR) and its updates to Contractor when submitted to the California Department of Health Care Services (DHCS).

3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.

4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

5. Contractor shall have a representative participate in the County Behavioral Health Equity Committee (BHEC).

6. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

7. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own

program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

8. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Training Department shall be documented to ensure that the training meets cultural competence guidelines.

9. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

EXHIBIT B

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

Contractor shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

_____ Exempt from WC – By initialing, I certify Contractors is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date:_____

Signature: _____ Date:_____

Contractor Name: _____

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: _____ Date: _____

EXHIBIT C MODALITY OF COVERED SERVICE DESCRIPTIONS

Stanislaus County, Behavioral Health & Recovery Services
Drug Medi-Cal Organized Delivery System
Modality of Covered Service Descriptions

Covered DMC-ODS Services

DMC-ODS services include the following comprehensive continuum of outpatient, residential, and inpatient evidence-based SUD services. DMC-ODS services must be recommended by a Licensed Professional of the Healing Arts (LPHA), as defined in California's Medicaid State Plan, acting within the scope of their practice. DMC-ODS services must be provided by DMC-certified providers and based on medical necessity.

DMC-ODS covered services may be provided in person, by telehealth (synchronous audio-only and synchronous video interactions), or by telephone. Member choice must be preserved; therefore, members have the right to request and receive covered services in person. This requirement applies to the following DMC-ODS services and service components:

- Early Intervention Services
- Outpatient Treatment Services
- Intensive Outpatient Treatment Services
- Residential Treatment Services
- Inpatient Services
- Narcotic Treatment Program (NTP) Services
- Withdrawal Management Services
- Medications for Addiction Treatment (MAT)
- Medi-Cal Peer Support Services
- Recovery Services
- Care Coordination
- Clinician Consultation
- Mobile Crisis Services

DRUG MEDI-CAL SERVICES:

1. <u>Early Intervention Services (ASAM Level 0.5)</u>

Alcohol and Drug Screening, Assessment, Brief Interventions and Referral to Treatment (SABIRT) (commonly known as Screening, Brief Intervention, and Referral to Treatment, or SBIRT) is not a DMC-ODS benefit. It is a benefit in Medi-Cal Fee-for- Service (FFS) and Medi-Cal managed care delivery system for members less than 21 years of age.

Early intervention services are covered DMC-ODS services for members under the age of 21. Any member under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. An SUD diagnosis is not required for early intervention services. A full assessment utilizing the ASAM criteria is not required for a DMC member under the age of 21 be used in lieu of a full ASAM for purposes of assessing for SBIRT or Early Intervention Services. A full ASAM

assessment shall be performed, and the member under the age of 21 shall receive a referral to the appropriate level of care indicated by the assessment if the member's conditions or symptoms constitute diagnostic criteria for SUD.

Early intervention services are provided under the outpatient treatment modality and must be available as needed based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

Nothing in this section limits or modifies the scope of the EPSDT mandate.

2. Outpatient Treatment Services (ASAM Level 1)

Outpatient treatment services (also known as Outpatient Drug Free or ODF) are provided to members when medically necessary. These services may be offered for up to nine hours a week for adults, and six hours a week for members under the age of 21. Services may exceed the maximum based on individual medical necessity.

Outpatient treatment services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) MAT for Opioid Use Disorder (OUD)
(7) MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs
(8) Patient Education
(9) Recovery Services
(10) SUD Crisis Intervention Services

3. Intensive Outpatient Treatment Services (ASAM Level 2.1)

Intensive Outpatient Treatment Services are provided to members when medically necessary in a structured programming environment. These services may be offered for a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for members under the age of 21. Services may exceed the maximum based on individual medical necessity.

Intensive Outpatient Treatment Services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) MAT for Opioid Use Disorder (OUD)
(7) MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs
(8) Patient Education
(9) Recovery Services

(10) SUD Crisis Intervention Services

4. <u>Residential Treatment and Inpatient Services (ASAM Levels 3.1 – 4.0)</u>

Residential Treatment Services are delivered to members when medically necessary in a short-term residential program corresponding to at least one of the following levels:

(1) Level 3.1 - Clinically Managed Low-Intensity Residential Services
(2) Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Services
(3) Level 3.5 - Clinically Managed High Intensity Residential Services

Inpatient Treatment Services are delivered to members when medically necessary in a short-term inpatient program corresponding to at least one of the following levels:

(1) Level 3.7 - Medically Monitored Intensive Inpatient Services
(2) Level 4.0 - Medically Managed Intensive Inpatient Services

Residential and Inpatient Treatment Services require a clearly established site for services and in-person contact with a beneficiary in order to be claimed.13 A client receiving Residential or Inpatient Services pursuant to DMC-ODS, regardless of the length of stay, is a “short-term resident” of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each member shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

Residential Treatment Services (ASAM Levels 3.1, 3.3, 3.5)

Stanislaus DMC-ODS has implemented coverage and ensures access for residential SUD treatment services as follows:

(1) ASAM Level 3.1
(2) ASAM Level 3.3
(3) ASAM Level 3.5

Residential Treatment Services include the following services:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) MAT for OUD
(7) MAT for AUD and other non-opioid SUDs
(8) Patient Education
(9) Recovery Services
(10) SUD Crisis Intervention Services

Residential Treatment Services in ASAM Levels 3.1, 3.3., and 3.5 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by DHCS and residential facilities licensed by the Department of Social Services. In order to participate in the DMC-ODS program

and offer ASAM Levels 3.1, 3.3, or 3.5, residential providers licensed by a state agency other than DHCS must be DMC-certified.

Residential Treatment Services can be provided in facilities of any size. All facilities delivering Residential Treatment Services under DMC-ODS must also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment facilities licensed by DHCS offering ASAM Levels 3.1, 3.3, and 3.5 must also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria. Facilities licensed by a state agency other than DHCS must have an ASAM LOC Certification for each level of care provided by the facility under the DMC-ODS program. Stanislaus DMC-ODS Plan monitors providers delivering ASAM Levels 3.1, 3.3 or 3.5 to ensure and verify LOC designation.

The statewide goal for the average length of stay for Residential Treatment Services provided by DMC-ODS plans is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard "cap" on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. However, DMC-ODS plans shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress. Stanislaus DMC-ODS Plan monitors LOC transitions, appropriate of placement based on treatment progress and length of stay to align with DHCS and/or External Quality Review Organizations (EQRO), state/county monitoring methods.

Inpatient Services (ASAM Level 3.7 and 4.0)

Voluntary inpatient detoxification services are provided through referral mechanisms and DMC-ODS Care Coordination for ASAM Levels 3.7 and 4.0.

Inpatient Treatment Services include the following services:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) MAT for OUD
(7) MAT for AUD and other non-opioid SUDs
(8) Patient Education
(9) Recovery Services
(10) SUD Crisis Intervention Services

5. Narcotic Treatment Program (NTP)

An NTP, also described in the ASAM criteria as an Opioid Treatment Program (OTP), is an outpatient program that provides Food and Drug Administration (FDA)-approved medications and biological products to treat SUDs when ordered by a physician as medically necessary.

NTPs are required to administer, dispense, or prescribe medications for members covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), disulfiram, and naloxone. If the NTP is unable to directly

administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP must prescribe the medication for dispensing at a pharmacy or refer the member to a provider capable of dispensing the medication.

Pursuant to California Code of Regulations (CCR), Title 9, Chapter 4 10345(a). The NTP shall offer the member a minimum of fifty minutes of counseling services per calendar month. NTPs shall comply with all federal and state NTP licensing requirements. If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the member in choosing another medication for opioid use disorder (MOUD) and/or MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement. NTP services are provided in DHCS-licensed NTP facilities pursuant to the California Code of Regulations, Title 9, Chapter 4, Division 4, and Title 42 of the Code of Federal Regulations (42 CFR).

Counseling services provided in the NTP modality may be provided in person, by telehealth (synchronous audio-only and synchronous video interactions), or by telephone. Member choice must be preserved; therefore, members have the right to request and receive in-person services.To provide synchronous audio-only counseling services without video capability, an NTP must submit a letter of need to DHCS by emailing dhcsntp@dhcs.ca.gov and requesting an exception to CCR, Title 9, Chapter 4 10345(b)(3)(A) upon the request of the member. The medical evaluation for methadone treatment (which consists of a medical history, laboratory tests, and a physical exam) must be conducted in-person.

NTP services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medical Psychotherapy
(6) Medication Services
(7) MAT for OUD
(8) MAT for AUD and other non-opioid SUDs
(9) Patient Education
(10) Recovery Services
(11) SUD Crisis Intervention Services

6. Withdrawal Management Services

Withdrawal Management Services are provided to members experiencing withdrawal in the following outpatient and residential settings:

(1) Level 1-WM: Ambulatory withdrawal management without extended on-site monitoring (Mild withdrawal with daily or less than daily outpatient supervision)
(2) Level 2-WM: Ambulatory withdrawal management with extended on-site monitoring (Moderate withdrawal with daytime withdrawal management and support and supervision in a non-residential setting)
(3) Level 3.2-WM: Clinically managed residential withdrawal management (24- hour support for moderate withdrawal symptoms that are not manageable in outpatient setting)

(4) Level 3.7-WM: Medically Managed Inpatient Withdrawal Management (24- hour care for severe withdrawal symptoms requiring 24-hour nursing care and physician visits)
(5) Level 4-WM: Medically managed intensive inpatient withdrawal management (Severe, unstable withdrawal requiring 24-hour nursing care and daily physician visits to modify withdrawal management regimen and manage medical instability)

Withdrawal Management Services are urgent and provided on a short-term basis. When provided as part of Withdrawal Management Services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

Withdrawal Management Services may be provided in an outpatient, residential or inpatient setting. If a member is receiving Withdrawal Management in a residential setting, each member shall reside at the facility. All members receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the withdrawal management process.

Withdrawal Management Services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Medication Services
(4) MAT for OUD
(5) MAT for AUD and other non-opioid SUDs
(6) Observation
(7) Recovery Services

7. Medications for Addiction Treatment (MAT)

MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in this “Covered DMC-ODS Services” section.

MAT may be provided with the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Medication Services
(6) Patient Education
(7) Recovery Services

(8) SUD Crisis Intervention Services
(9) Withdrawal Management Services

8. Medi-Cal Peer Support Services

Medi-Cal Peer Support Services are defined as "culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self- sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower Medi-Cal members through strength-based coaching, support linkages to community resources, and educate members and their families about their conditions and the process of recovery." Medi-Cal Peer Support Services may be provided with the member or significant support person(s) and may be provided in a clinical or non- clinical setting.

9. Recovery Services

Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this BHIN's "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care. Recovery Services may be provided in clinical or non-clinical settings (including the community).

Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Members do not need to be diagnosed as being in remission to access Recovery Services. Members may receive Recovery Services while receiving other DMC-ODS services, including MAT services and including NTP services. Members may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

Recovery Services include the following service components:

(1) Assessment
(2) Care Coordination
(3) Counseling (individual and group)
(4) Family Therapy
(5) Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the member's SUD.
(6) Relapse Prevention, which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD.

10. Care Coordination

Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the member with linkages to services and supports designed to restore

the member to their best possible functional level.

Care coordination shall be provided to a member in conjunction with all levels of treatment. It may also be delivered and claimed as a standalone service. DMC-ODS plans, through executed memoranda of understanding, shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a client-centered and whole-person approach to wellness.

Care coordination includes one or more of the following components:

(1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
(2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
(3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

11. Clinician Consultation

Clinician Consultation consists of DMC-ODS providers who are qualified to perform assessments, as described in California's Medicaid State Plan, consulting with providers, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care.

Clinician Consultation is not a direct service provided to DMC-ODS members. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members. DMC-ODS plans may contract with one or more physicians, clinicians, or pharmacists specializing in addiction in order to provide consultation services.

12. Mobile Crisis Services

Mobile Crisis services provide rapid response, individual assessment, and community- based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile crisis services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

Consistent with existing guidance and given the unique nature of behavioral health crises, mobile crisis services are covered and reimbursable prior to determination of a mental health or SUD diagnosis, or a determination that the member meets access criteria for SMHS, DMC and/or DMC-ODS services.

NON-DMC FUNDED SERVICES:

Room and Board for residential treatment and withdrawal management services is not eligible for reimbursement through DMC. These costs will be covered with other non-DMC funding sources.

Recovery residences will be available by or before April 1, 2021, to DMC and non-DMC eligible beneficiaries who are actively engaged in outpatient SUD treatment or recovery services. The costs of these support services will be covered with other non-DMC funding sources.

FOR THE UNINSURED/UNDER-INSURED (I.E. MEDICARE):

Uninsured/under-insured eligible beneficiaries will have access to the same services as DMC beneficiaries with costs reimbursed through other source.

EXHIBIT D DHCS DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM (DMC-ODS)

1. County has elected to opt into the Drug Medi-Cal Organized Delivery System (DMC-ODS) to provide covered DMC-ODS services described under this Agreement to eligible Medi-Cal individuals that reside within borders of Stanislaus County. County and Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, Contractor shall adhere to the applicable statue, regulation, or BHIN. All subcontracts shall fulfill the requirements or activity delegated under the subcontract in accordance with 42 CFR §438.230.

2. All contracts or written arrangements between County and Contractor shall specify the following:

2.1 The delegated activities or obligations, and related reporting responsibilities, are specified in the contract or written agreement.

2.2 Contractor agrees to perform the delegated activities and reporting responsibilities specified in compliance with the County's Agreement obligations.

2.3 The contract or written arrangement shall either provide for revocation of the delegation of activities or obligations, or specify other remedies in instances where the Department or the County determine that Contractor has not performed satisfactorily.

2.4 Contractor agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.

3. Contractor agrees:

3.1 DHCS, CMS, the 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, computer or other electronic systems of the Contractor that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

3.2 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 its Medicaid beneficiaries.

3.3 DHCS, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the subcontractor will exist through ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.

3.4 If DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

4. Provider Selection and Monitoring

4.1 Credentialing and re-credentialing requirements.

4.1.1 Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019.

4.1.2 Contractor shall follow a documented process for credentialing and re-credentialing of network providers.

4.1.3 Attestation: All providers who deliver covered services must include a signed and dated statement attesting to the following:

4.1.3.1 Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
4.1.3.2 A history of loss of license or felony conviction;
4.1.3.3 A history of loss or limitation of privileges or disciplinary activity;
4.1.3.4 A lack of present illegal drug use; and
4.1.3.5 Accuracy and completeness

4.2 Contractor shall receive training on the DMC-ODS requirements, at least annually. County shall report compliance with this section to DHCS annually as part of the DHCS County Monitoring process.

4.3 Contractor shall be trained in the ASAM Criteria prior to providing services. At minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.

4.4 Residential services shall be provided in DHCS or Department of Social Services (DSS) licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

4.5 Contractor shall implement mechanisms to detect both underutilization of services and overutilization of services.

4.6 County shall monitor appropriate and timely intervention of occurrences that raise quality of care concerns. Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by County at least annually.

4.7 County shall conduct performance-monitoring activities throughout Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, resolution of beneficiary grievances and an on-site review at least annually.

4.8 If County identifies deficiencies or areas for improvement, Contractor shall take corrective actions and implement these corrective actions.

5. Scope of Practice

5.1 Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

5.1.1 Physician
5.1.2 Nurse Practitioners
5.1.3 Physician Assistants
5.1.4 Registered Nurses
5.1.5 Registered Pharmacists
5.1.6 Licensed Clinical Psychologists
5.1.7 Licensed Clinical Social Worker
5.1.8 Licensed Professional Clinical Counselor
5.1.9 Licensed Marriage and Family Therapists
5.1.10 Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

5.2 Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to comply with the requirements in Cal. Code Regs., tit. 9, div. 4, chapter 8. (Document 3H)

5.3 Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

5.4 Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

5.5 Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

5.6 SUD Medical Director responsibilities shall, at a minimum, include all of the following:

5.6.1 Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
5.6.2 Ensure that physicians do not delegate their duties to non-physician personnel.
5.6.3 Develop and implement written medical policies and standards for the provider.
5.6.4 Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
5.6.5 Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
5.6.6 Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries and determine the medical necessity of treatment for beneficiaries.
5.6.7 Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.
5.6.8 Develop and implement written medical policies and standards for the provider.
5.6.9 Written Provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

5.6.9.1 Use of drugs and/or alcohol

5.6.9.2 Prohibition of social/business relationship with beneficiaries or their family members for personal gain
5.6.9.3 Prohibition of sexual contact with beneficiaries
5.6.9.4 Conflict of interest
5.6.9.5 Providing services beyond scope
5.6.9.6 Discrimination against beneficiaries or staff
5.6.9.7 Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff
5.6.9.8 Protection of beneficiary confidentiality
5.6.9.9 Cooperate with complaint investigations

5.6.10 Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

5.6.11 The SUD Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

6. Covered Services

6.1 DMC-ODS services shall be available to all beneficiaries that reside in the ODS County and enrolled in the DMC-ODS Plan.

6.2 Contractor shall not bill beneficiaries for covered services under a contractual, referral or other arrangement with County in excess of the amount that would be owed by the individual if County had directly provided the services (42 U.S.C. 1396u–2(b)(6)(C)).

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7. Culturally Competent Services and Cultural and Linguistic Proficiency

7.1 Contractor is responsible to provide culturally competent services. Contractor shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

7.2 To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

8. Medication Assisted Treatment (MAT)

8.1 DMC-ODS providers, at all levels of care, shall demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for beneficiaries with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for beneficiaries if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient). An appropriate facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not that provider seeks reimbursement through DMC-ODS. County shall monitor the referral process or provision of MAT services.

8.2 Contractor shall have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

9. DMC Claims and Reports

Contractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

10. Inspection and Audit of Records and Access to Facilities

The DHCS, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

11. Recordkeeping Requirements

The contractor shall retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR 438.416, and the data, information, and documentation specified in 42 CFR 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.

12. Coverage and Authorization of Services (42 CFR 438.210)

Contractor shall have in place, and follow, written authorization policies and procedures.

13. Language and Format Requirements

13.1 Pursuant to WIC 14029.91(e)(1), the Contractor shall make interpretation services available free of charge and in a timely manner to each beneficiary. This includes oral interpretation and the use of auxiliary aids (e.g. TTY/TDY and American Sign Language) and services, including qualified interpreters for individuals with disabilities (WIC 14029.91(e)(2)). Oral interpretation requirements apply to all non–English languages, not just those that the Department identifies as prevalent

13.2 For consistency in the information provided to beneficiaries, the Contractor shall use the DHCS developed model beneficiary handbooks and beneficiary notices.

13.3 Beneficiary information may not be provided electronically by Contractor unless all of the following are met:

13.3.1 The format is readily accessible;

13.3.2 The information is placed in a location on the DHCS or Contractor's website that is prominent and readily accessible.

14. Beneficiary Rights and Protections - Grievance and Appeals

14.1 Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures, as well as for updates and revisions to the DHCS quality strategy.

14.2 The record of each grievance or appeal shall contain, at a minimum, all of the following information:

14.2.1 A general description of the reason for the appeal or grievance.
14.2.2 The date received.
14.2.3 The date of each review or, if applicable, review meeting.
14.2.4 Resolution at each level of the appeal or grievance, if applicable.
14.2.5 Date of resolution at each level, if applicable.
14.2.6 Name of the covered person for whom the appeal or grievance was filed.
14.2.7 The record shall be accurately maintained in a manner accessible to DHCS and available upon request to CMS.

14.3 Contractor shall retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR §438.416, and the data, information, and documentation specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years.

15. Program Integrity – Compliance

15.1 Contractor, to the extent that subcontractors are delegated responsibility by County for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse.

15.1.1 If Contractor makes or receives annual payments under this Agreement of at least $5,000,000, provision for written policies for all employees of the entity, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
15.1.2 Contractor and all its subcontractors shall provide reports to the Department within 60 calendar days when it has identified payments in excess of amounts specified in this Agreement.

15.2 The arrangements or procedures shall include a compliance program that includes, at a minimum, all of the following elements:

15.2.1 Written policies, procedures, and standards of conduct that articulate the organization’s commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
15.2.2 The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the County Behavioral Health Director and the Board of Supervisors.

15.2.3 The establishment of a Regulatory Compliance Committee on the Board of Supervisors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement.

15.2.4 A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the Federal and state standards and requirements under this Agreement.

15.2.5 Effective lines of communication between the compliance officer and the organization's employees.

15.2.6 Enforcement of standards through well-publicized disciplinary guidelines.

15.2.7 Establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.

15.2.8 Provision for the prompt referral of any potential fraud, waste, or abuse that Contractor identifies.

16. CalOMS-Tx Business Rules and Requirements

16.1 Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

16.2 Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.

16.3 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.

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

17. Evidence Based Practices

Contractor shall implement at least two of the following Evidence Based Practices (EBP) based on the timeline established in County's implementation plan. The two EBPs are per provider, per service modality. County will monitor the implementation and regular training of EBPs to staff during reviews. The required EBPs include:

17.1 Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

17.2 Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

17.3 Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

17.4 Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

17.5 Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

18. Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.)

To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., the Contractor shall not impose, any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in this Agreement.

19. Nullification of DMC-ODS Services

19.1 The parties agree that failure of the Contractor to comply with W&I Code section 14124.24, 14184.100 et seq., BHIN 21-075, this Agreement, and any other applicable statutes, regulations or guidance issued by DHCS, shall be deemed a breach that results in the termination of this Agreement for cause.

19.2 In the event of a breach, DMC-ODS services shall terminate. Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

20. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

21. Trafficking Victims Protection Act of 2000

Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

22. State Law Requirements

No state or Federal funds shall be used by the Contractor for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor to provide direct, immediate, or substantial support to any religious activity.

23. Subcontracts

23.1 Each subcontract shall:

23.1.1 Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
23.1.2 Ensure that County evaluates the prospective subcontractor's ability to perform the activities to be delegated.
23.1.3 Require a written agreement between the County and Contractor that specifies the activities and report responsibilities delegated to the Contractor and provides for revoking delegation or imposing other sanctions if the Contractor's performance is inadequate.
23.1.4 Ensure County monitors the Contractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.WW of this Agreement.
23.1.5 Ensure County identifies deficiencies or areas for improvement, the Contractor shall take corrective actions and County shall ensure that the Contractor implements these corrective actions.

24. Training

24.1 Training to DMC Subcontractors:

24.1.1 Contractor shall receive training on the DMC-ODS requirements, at least annually. County shall report compliance with this section to DHCS annually as part of the DHCS County Monitoring process.
24.1.2 County shall require Contractors to be trained in the ASAM Criteria prior to providing services.

24.1.2.1 At minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.
24.1.2.2 All residential service providers shall meet the established ASAM criteria for each level of residential care they provide, receive either a DHCS Level of Care Designation or an ASAM Level of Care Certification for every Level of Care that they offer prior to providing DMC-ODS services, and adhere to all applicable requirements in BHIN 21-0001 and its accompanying exhibits.
24.1.2.3 All personnel who provide WM services or who monitor or supervise the provision of such service shall meet additional training requirements set forth in BHIN 21-001 and its accompanying exhibits.

25. Quality Improvement (QI) Program

County shall oversee Contractor's compliance through on-site monitoring reviews and monitoring report submissions to DHCS. Contractor shall comply with compliance monitoring reviews conducted by DHCS and/or County and are responsible to develop and implement CAPs as needed.

26. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

27. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (H&S Code section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.

28. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

29. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

30. Youth Treatment Guidelines

Contractor shall follow the "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

31. Nondiscrimination in Employment and Services

By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

32. Federal Law Requirements:

32.1 Title VI of the Civil Rights Act of 1964, section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
32.2 Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
32.3 Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
32.4 Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
32.5 Age Discrimination in Employment Act (29 CFR Part 1625).
32.6 Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
32.7 Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
32.8 Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
32.9 Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities.
32.10 Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
32.11 Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
32.12 The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
32.13 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

33. State Law Requirements:

33.1 Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
33.2 Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
33.3 Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 10800.
33.4 No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors, to provide direct, immediate, or substantial support to any religious activity.
33.5 Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

34. Investigations and Confidentiality of Administrative Actions

34.1 Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or

resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I Code section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a payment suspension is in effect.

34.2 Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT E SUBSTANCE ABUSE BLOCK GRANT (SABG) REQUIREMENTS

1. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

2. 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 to these requirements.

3. Counselor Certification

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

4. Debarment and Suspension Certification

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMG guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor is obligated to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

5. Restriction on Distribution of Sterile Needles

No 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 DHCS chooses to implement a demonstration syringe services program for injecting drug uses.

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53

7. Tribal Communities and Organizations

Contractor shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey

Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

8. Confidentiality of Substance Use Disorder Patient Records

Performance under the terms of this Agreement is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and required its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the County and its subcontractors for any failure to comply with these requirements:

a. Code of Federal Regulations (CFR), Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records
b. Federal Law Requirements; Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

9. Employee Training

All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

10. Confidentiality Statement

All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

EXHIBIT F ADOLESCENT WAIVER PROCESS

A. Request for an Adolescent Waiver

1. Obtain a letter from the alcohol and drug administrator for the county in which the licensed facility is located. The letter must indicate that:

    1.1. Need for such services exists; and
    1.2. Adolescent-specific services are otherwise unavailable in the county.

2. An application for waiver will **not** be considered without the letter from the county alcohol and drug administrator.

3. The licensee should be advised of the following:

    3.1. Adolescent Waiver application fee.
    3.2. To become familiar with the regulations sections pertaining to adolescent waiver (10598 through 10631) to determine whether the facility could meet the requirements (especially regarding room availability, i.e., that only adolescent residents of the same sex share a bedroom, that adolescent residents are not required to sleep in a room used for other activities, and that a recreation room is available for planned activities, relaxation, and recreation of adolescent residents exclusively).

4. The analyst will send the licensee a sample copy of an adolescent waiver application and advise licensee to create their own application according to the sample.

    4.1. The licensee is to begin with Section 10598 and write their response to or compliance with the requirement.
    4.2. Copies of required documents will be referred to, identified, and attached to the application as, “Exhibits”.

5. The application must be accompanied by a “staff list” (list of all individuals who have a supervisory responsibility for adolescent residents or frequent or routine contact with adolescent residents).

6. The list shall include the following:

    6.1. Full Name
    6.2. Date of birth

B. Review of Adolescent Waiver Application

1. Analyst will review the application to ensure that each section of the regulations is properly addressed and complete. If the application is incomplete, notify the applicant.

2. Once the application review is complete:

    2.1. Approval letter will be mailed to the licensee.
    2.2. Analyst will email the Request For Live Scan Services form [BCIA 8016] designated by the DOJ to be completed by the Licensee. Licensee/Individual are responsible for paying the Live Scan processing

fees.

2.3. The facility's field analyst will arrange for an on-site compliance visit for an adolescent waiver.

C. Licensee is responsible to inform the analyst once their staff has completed the live scan process.

D. Once the criminal history information reports (live scan results) have been received and reviewed for each individual on the "staff list", the analyst will send an approved or denied Criminal Records Clearance letter to Licensee.

E. Approval of Adolescent Waiver

1. Once the field analyst has confirmed that the on-site compliance visit for an adolescent waiver has been completed, and all violations corrected, an updated license and approval letter will be generated and mailed to the Licensee. The new license will show the approved number of adolescents that the facility may serve.

F. DHCS will monitor all Subsequent Conviction Data received for each individual on the "staff list".