

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement (“Agreement”), dated as of _____, 2024 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and _____ (hereinafter “Contractor”).

RECITALS

WHEREAS, Contractor represents that it is duly qualified to provide substance use disorder residential treatment services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor for those services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1. Contractor’s Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter “Exhibit A”), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation with County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws and regulations, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person

- or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
 - c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

- Exhibit A. Scope of Work
- Exhibit B. Payment Terms and Conditions
- Exhibit C. Insurance Requirements
- Exhibit D. Special Terms and Conditions – Information Privacy & Security – Qualified Service Organization/Business Associate Addendum – (Applies to HIPAA/ 42CFR Business Associates – SUD Services)
- Exhibit E. Minimum Quality Drug Treatment Standards (MQDTS) for Drug Medi-Cal (DMC)
- Exhibit F. California Department of Health Care Services Drug Medi-Cal Organized Delivery System Special Terms and Conditions

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

In full consideration of Contractor's satisfactory performance in providing services detailed in Exhibit A, Contractor shall be paid in accordance with the terms and conditions set forth in Exhibit B (Payment Terms and Conditions), attached hereto and incorporated by this reference.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Expenses not expressly authorized by the Agreement shall not be reimbursed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by County. In the event of a conflict between the body of this Agreement and Exhibit B (Budget), the provisions in the body of this Agreement shall control.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$xxx under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.5. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form," which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges

receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Number:
CFDA Title:
Federal Agency:
Award Name:
Federal Award(s) Amount:
Unique Entity ID (UEI)/DUNS Number:

2.7.2. Title 2 Code of Federal Regulations Part 200.

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days’ notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor’s fiscal year, whichever comes first. Contractor’s agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 10 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to

the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from December 1, 2024 to June 30, 2025 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days' advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement:

(1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.4 (Records Maintenance), (4) Section 9.4.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.7 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the

delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 10 years

following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.4.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, are authorized agencies with the right to inspect and copy Contractor's records. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to the Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative of County, state, or federal agency, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

9.5. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.6. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but

not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.7. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical and technical safeguards to protect all confidential information. This Section 9.7 shall survive termination of this Agreement.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference, including but not limited to the California Fair Employment and Housing Act. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. (Cal. Code Regs., Title 2, section 11105.)

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to

use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

9.14. Sanctioned Employee or Subcontractor

Contractor agrees that it shall not employ in any capacity, retain as a subcontractor in any capacity, or use as a volunteer any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), California Department of Health Care Services Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be

checked prior to employment and monthly thereafter, and the Social Security Administration's Death Master File and National Plan and Provider Enumeration System (NPES) must be checked prior to employment. In the event Contractor does employ such individual or entity, the Department of Health Services Compliance Officer must be notified immediately via Compliance Hotline 707-565-4999. Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by Federal Health Care Programs. Contractor shall not certify or pay any excluded subcontractor.

9.15. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.20. Access-ADA

Contractor will provide reasonable access and accommodation to persons with disabilities to the extent required under the American with Disabilities Act or any applicable state law.

9.21. 2-1-1 Sonoma County Resource Database

Contractor agrees to submit information to 2-1-1 Sonoma County pertaining to Contractor's organization and the services to be provided under this Agreement for inclusion in the 2-1-1 Sonoma County resource database, and to provide any updates to 2-1-1 Sonoma County during the term of this Agreement.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, shall be submitted via Sonoma County Cloud or in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, shall be addressed as follows:

<p>To County: Behavioral Health Director Behavioral Health Division Department of Health Services County of Sonoma 2227 Capricorn Way, Suite 207 Santa Rosa CA 95407 707-565-4850</p>	<p>To Contractor: [Copy and Paste from database]</p>
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When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Name, Title
Organization

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit A. Scope of Work

I. OVERVIEW:

<p>Provider Name:</p> <p>Program Name: Substance Use Disorder (SUD) Programs</p>	<p>Contact Person & Information:</p>
<p>Executive Director:</p>	<p>Medical Director: N/A</p>
<p>Populations Served: Adults with substance use disorders (SUD). <input checked="" type="checkbox"/> Adult Women, <input checked="" type="checkbox"/> Adult Men, <input type="checkbox"/> Pregnant & Parenting Individuals, <input type="checkbox"/> Adolescent Girls, <input type="checkbox"/> Adolescent Boys, <input type="checkbox"/> Families</p>	<p>Physical Address of Site(s): NPI #: Website:</p>
<p>Hours of Operation: <ul style="list-style-type: none"> • 24 Hours/7 Days a week </p>	<p>Mailing (Remit) Address:</p>
<p>Geographic Area(s) Served: Facility located in Lake County <input checked="" type="checkbox"/> Central County (Santa Rosa) <input checked="" type="checkbox"/> North County <input checked="" type="checkbox"/> South County <input checked="" type="checkbox"/> East County <input checked="" type="checkbox"/> West County</p>	<p>Services Provided: <ul style="list-style-type: none"> • Residential Substance Use Disorder (SUD) Treatment Services. ASAM Level(s): <ul style="list-style-type: none"> • 3.1 • 3.5 </p>

II. PROGRAM

A. Brief Program Description

B. Populations Served –

1. Adult Medi-Cal beneficiaries from Sonoma County qualifying for medically necessary therapeutic residential treatment services. Program does not serve Penal Code 290 registrants and individuals with a history of arson.

C. Geographic Areas Served –

1. _____

D. Referral & Admission Process–

1. Referrals may come from any source including self-referral.
2. DHS-BHD referrals: Treatment facility will notify County SUD Services Section Staff including both referring party and authorizations team if referral was accepted, and to obtain any additional information needed, including, but not limited to: intake date,

availability of beds, transportation, and COVID test/status requirements. Additionally, the following information must be included by the treatment facility for any referred clients:

- i. Contract Number
 - ii. Name of referring county program
3. The Contractor will request pre-authorization from Department of Health Services – Behavioral Health Division (DHS-BHD) authorizations team. Requests from DHS-BHD teams will also include a representative of the referring team on all correspondence. Email requests will be encrypted per DHS policy. DHS-BHD authorizations team will complete the pre-authorization review within 24 hours of receipt of request.
4. Contractor shall complete the Waiting List Management and DATAR forms per State instructions and submit to the State as required.
 - i. Per the DHCS SABG Policy Manual, for individuals who are IV Drug Users (IVDU) who cannot be placed in comprehensive treatment within 14 days, the provider shall ensure that the individuals are provided interim services to include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.
 - ii. Per the DHCS SABG Policy Manual, contractor shall develop a mechanism for maintaining contact with the individuals awaiting admission and shall consult the capacity management system so that clients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.
 - iii. According to the DHCS SABG Policy Manual, all individuals who request and need treatment for intravenous drug use, and who cannot be admitted to a program on the date of their request, must be provided with interim services—either directly or through referral—including referral for prenatal care, no later than 48 hours after the request. In addition, all individuals who request treatment and who cannot be placed in comprehensive treatment within 14 days who remain active on a waiting list shall be admitted to a treatment program within 120 days. If a person cannot be located for admission into treatment, or if a person refuses treatment, such persons may be taken off the waiting list and need not be provided treatment within 120 days.

E. Expected Service Provision -

1. On average, twenty (18) residential treatment program beds (up to 3285 bed days) per fiscal year shall be used to serve clients.
2. All individuals will receive a minimum of twenty (20) hours of face-to-face individual and group activity weekly. Of these (20) hours, a minimum of (5) hours must be counseling.

-
3. Services listed in the scope of work shall not exceed the contract component maximum for this program, regardless of the number of clients seen, facility location, or contracted rates.

III. SERVICES PROVIDED -

A. Brief Service List & Descriptions -

1. Residential SUD Treatment: Non-institutional, non-medical, residential programs that provide rehabilitation services to clients with SUD diagnoses. Each client lives on the premises and is supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems.
 - i. Intake: The intake process begins with assessing the individual's needs to assure that clients are placed in the most appropriate treatment modality and are provided with a continuum of services that will adequately support recovery. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake will include DHCS form 5103 Medical History which includes self reported medical history and may include instant drug testing. Identified needs on medical history will receive appropriate medical referral for services.
 - ii. Assessment: The American Society of Addiction Medicine (ASAM) criteria will be utilized for clients. The ASAM Criteria is a comprehensive set of standards for placement, continued stay, transfer, or discharge of clients with SUD and/or co-occurring conditions.
 - iii. Individual Counseling: Face-to-face contacts between a client and a therapist or counselor.
 - iv. Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients (no more than 12) at the same time, focusing on the needs of the individuals served.
 - v. Medication Services: The medication related to substance use disorder treatment services are provided under the guidelines and limits established in the _____ Medication Control policy and in adherence to the Department of Healthcare Services Alcohol and Drug Certification Standards, (2020) Section 7030 on medications.
 - vi. Medical Direction: Clients with medical needs will be referred to their medical provider for necessary services.
 - vii. Collateral Services: Face-to face sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
 - viii. Crisis Intervention: Face-to-face contact between a therapist or counselor and a client in crisis. "Crisis: means an actual relapse or an unforeseen event or circumstance which present to the client and imminent threat of relapse. Crisis intervention services is limited to stabilization of the client's emergency situation.
 - ix. Case Management: Case Management services are activities involved in the integration and coordination of all necessary services to ensure successful treatment

and recovery. Services may include outreach, intake, assessment, individual service plans, monitoring and evaluation of progress, and community resource referrals.

- x. Care Planning: Individualized written care plan, based upon information obtained in the intake and assessment process. The treatment plan should include a statement of problems to be addressed; goals to be reached which address each problem; action steps which will be taken by the provider and/or beneficiary to accomplish identified goals; target dates for accomplishment of action steps and goals; and a description of services including the type of counseling to be provided and the frequency thereof.
- xi. Discharge Planning: The process to prepare a person for the post-treatment return or reentry into the community, and the linkage of the individual to essential community treatment, housing and human services. A discharge summary is required for those individuals who might leave treatment prior to their completion. This summary should include documentation of their successes, challenges, and barriers.
- xii. Care Coordination: Provision of or arrangement for transportation to and from medically necessary treatment, assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services that are medically necessary.

B. Treatment Program/Modalities –

1. Per DHCS BHIN 23-068, a multidimensional assessment must be conducted and completed within 72 hours following resident admission by an LPHA. However, the following may conduct and complete the assessment when a LPHA reviews and approves the assessment and makes the final determination of care:
 - i. An alcohol or other drug counselor that is either certified or registered by an organization recognized by the Department of Health Care Services and accredited with the NCCA, and meets all of the applicable California state qualifications.
2. Per DHCS BHIN 23-068, Licensed or certified SUD recovery or treatment programs are required to conduct evidence-based assessments of clients' needs for Medications for Addiction Treatment (MAT). MAT assessments, as described in BHIN 23-054 or subsequent guidance, need not meet the comprehensive ASAM assessment requirements described in this BHIN.
3. Contractor shall assess clients at intake to determine treatment and service needs and in accordance with the Minimum Quality Drug Treatment Standards for SABG. This assessment should, at minimum, include:
 - i. Drug/ Alcohol use history
 - ii. Medical history/dental services
 - iii. Family history
 - iv. Psychiatric history
 - v. Social/recreational/ history
 - vi. Financial status/ history
 - vii. Criminal history, legal status; and
 - viii. Previous SUD treatment history

- ix. Education
 - x. Employment history
 - xi. Vocational counseling
 - xii. Job referral and placement
 - xiii. Individual counseling and group counseling for client's spouses, and parent and other significant others
 - xiv. Smoking cessation services
4. Contractor shall complete an individualized problem list plan within the first 30 days of admission. The problem list is based upon information obtained in the intake and assessment process. The problem list shall identify key health and social issues, and problems that the client believes would be beneficial to their recovery process with input from the LPHA (who also is responsible for documenting the clinician-identified diagnosis in the problem list) and the SUD counselor. Problems can be identified by beneficiary and/or significant support person; and/or identified by a provider, acting within scope of practice. The problem list must include the name, title of the provider that identified, added, or removed the problem AND the date problem was identified, added, removed from the problem list. Contractor shall review the problem list with the client as needed to ensure they are working towards resolving the problem(s) listed. Providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.
5. Contractor shall provide the following core components of Residential SUD Treatment:
- i. Individual, collateral/family and group counseling
 - ii. Case management
 - iii. Care Planning
 - iv. Discharge planning
 - v. Random mandatory weekly urinalysis testing
 - vi. Crisis Intervention
 - vii. Mental health evaluation and short-term on-site counseling support as warranted
 - viii. Services focusing on life skills such as maintaining health, building and maintaining socially supportive relationships, recognizing and preventing substance abuse relapse, avoiding violence and criminal behavior, recognizing and shifting self-defeating thinking and behavior pattern, parenting skills and stress management and improved coping skills
 - ix. Direct linkages for community resources for employment readiness and application, resume preparation, budgeting, housing and social support, educational and/or vocational training, healthcare and nutrition, ongoing mental health support and childcare, if needed; and
 - x. Additional groups focus on coping skills and stress management assists participants in identifying alternatives for recreation, building supportive relationships with family members and children, and improving overall wellness

C. Length of Treatment

1. Length of treatment is typically between thirty (30) and ninety (90) days, but may vary based on clinical need. Occasionally, if a client may need more time in therapeutic treatment to address the client's alcohol or other drug use issues, Contractor shall email requests for extension to the assigned DHS-BHD SUD Services Case coordinator and residential authorizations team no later than (7) days prior to the scheduled end of the treatment episode.
 - i. Exceptions to this time frame shall be considered on a case-by-case basis.
 - ii. DHS-BHD SUD residential authorizations team member shall review and consult with the Contractor, any case managers involved, and client as appropriate and then issue a decision regarding the request to the Contractor.
 - iii. DHS-BHD SUD authorizations team member shall communicate decision regarding extension within (24) hours from receipt of request.

D. Evidence-based Practices

1. EBPs – The contractor incorporates the following EBPs:
 - i. Motivational Interviewing (MI)
 - ii. Trauma-Informed Care.
2. Describe implementation process, to establish fidelity/high model adherence. All staff participate in annual training online.

E. Service Coordination –

1. Contractor shall:
 - i. Work in collaboration with the County's Substance Use Disorder Services (SUDS) programs' referring case managers, referring Community Based Organizations, self-referrals, and all other referring parties to meet the various needs of clients who present with alcohol and/or substance dependence symptoms.
 - ii. Make every effort to assure accessibility to all clients.
 - iii. Coordinate with relevant community, county, and state agencies to ensure clients benefit from a focused delivery system that integrates services from local government and community-based organizations.
 - iv. Participate in meetings with SUDS cohort as needed.
 - v. Provide, upon request, minutes of Contractor's Board of Directors meetings
 - vi. Ensure that communication regarding requests for residential treatment authorizations are accurate, timely, and encompassing each Client's unique assessment and treatment needs.
2. Client discharge shall be based on the completion of treatment objectives, as identified in their problem list, care planning activities, and on satisfactory progress that is measured by, but not limited to, the following:
 - i. Length of treatment
 - ii. Reunification with children
 - iii. Completed court requirement and/or courts orders, resolution of legal issues
 - iv. Maintained continuous abstinence during program for required duration to complete program, as confirmed by random testing

- v. Housing obtained, if needed
 - vi. Gainfully employed or employment ready
 - vii. Relapse prevention/aftercare plan developed
3. Discharge documentation shall be developed with the client, if possible, and include:
 - i. Description of the treatment episode
 - ii. Prognosis
 - iii. Client's plan for continued recovery including support systems and plans for relapse prevention
 - iv. Reason and type of discharge; and
 - v. Signature of primary counselor and client, indicating client's buy-in and engagement in the discharge planning process.
 4. A discharge summary is required for those individuals who might leave treatment prior to their completion. This summary should include documentation of their successes, challenges, and barriers.
 5. A copy of the discharge documentation shall be given to the client
 6. Provider will notify referring case management program if applicable within 24 hours when clients exit or are terminated prior to completing program.

F. Cultural Responsiveness

1. See STCs for a detailed review of requirements.
2. Contractor will respond to the unique needs of diverse populations and are also sensitive to the ways in which people with mental health and/or substance use disorder issues experience the world. Cultural competence must be a guiding principle, so that services are provided in a culturally sensitive manner.

G. Interpreter Services

1. Interpreter services required by Section 1367.04 of the California Health & Safety Code and Section 1300.67.04 of Title 28 of the California Code of Regulations shall be coordinated with scheduled appointments for health care services in a manner that ensures the provision of interpreter services at the time of the appointment.

Contractor is permitted to utilize County's translation and interpretation services. Contractor will notify members of the interpreter and translation services that are available to them at no cost. Notification is done in a variety of ways including but not limited to: County public website, brochures, member newsletters, and Evidence of Coverage documents. County will provide access to interpreter services at all points of medical contact at no cost through its contracted vendors as detailed in the following:

- i. Contractor notifies County liaison of interpreter services request.
 - ii. County liaison will contact appropriate interpreter services provider to coordinate services.
 - iii. County liaison will then inform vendor of interpreter services provider contact information. Vendor will then reach interpreter services provider and commence services for beneficiary.
 - iv. Should the beneficiary refuse interpreter services, documentation of the beneficiary's refusal shall be documented in the medical record or plan file, as applicable.
2. Contractor shall document all applicable translation services in the Electronic Health Record (E.H.R.). Vendor shall not be compensated for any translation services provided to the beneficiary.

IV. TELEHEALTH SERVICES

- A. Telehealth Services – The contractor does not provide telehealth services; however, clients participate in telehealth services delivered by other providers while in treatment.

V. EVALUATION AND MONITORING**A. Process Goals –**

1. 90% of clients receiving treatment will have CalOMS admission and discharge information completed in EHR within 7 days of admission and 30 days of discharge. Measured by CalOMS data in EHR.
2. 90% of clients will be assessed to determine treatment and service needs within 72 hours of admission. Measured by having a completed ASAM in the EHR.
3. 90% of clients will complete a problem list in the first 10 days. The problem list shall identify key health and social issues, and problems that the client believes would be beneficial to their recovery process with input from the LPHA (who also is responsible for documenting the clinician-identified diagnosis in the problem list) and the SUD counselor. Problems can be identified by beneficiary and/or significant support person; and/or identified by a provider, acting within scope of practice. The problem list must include the name, title of the provider that identified, added, or removed the problem AND the date problem was identified, added, removed from the problem list. Contractor shall review the problem list with the client as needed to ensure they are working towards resolving the problem(s) listed. Providers shall update the problem list within a

reasonable time and in accordance with generally accepted standards of practice.
Measured by having an initial problem list completed in EHR within 10 business days.

4. 90% of all clients discharged, regardless of the reason, will be given information and referrals for supportive services. Measured by CalOMS in EHR

B. Outcome Goals -

1. 60% of Clients will have successfully completed program or left early with satisfactory progress. These data points are tracked with CalOMS discharges (Status 1, Status 2, and Status 3).
2. 60% of Clients will show no new arrests or charges during the last 30 days of their treatment episode. This data point is tracked in CalOMS discharges.
3. 60% of employable clients discharged, who are not participating in outpatient day treatment, will be either employed, in an educational/training program, or participating in job search. This data point is tracked in CalOMS discharges

C. Outcome Evaluation Methods

1. Attempts will be made to contact clients who received therapeutic services under this contract at six-months post discharge. The follow-up may be conducted in the subsequent contract year as necessary to meet the six-month post-treatment time frame. Contractor will complete follow up and share follow up data with County.
2. California Outcomes Measurement System (CalOMS) discharge date will determine length of stay and the beginning of the six-month post-discharge for follow-up.
3. CalOMS reports will either be available in EHR for contractor to pull process and outcome goal data or County will pull directly from EHR and share data with contractor.
4. Contractor will be responsible for narrative response in biannual reporting that goes with outcome goals.

VI. ADMINISTRATIVE REQUIREMENTS:

A. Electronic Health Records (EHR)

1. Electronic Health Records (EHR) - Contractor shall utilize the County's Electronic Health Record (EHR) for all County Mental Health Plan (MHP) or DMC-ODS functions including, but not limited to, client demographics, services/charges, assessments, treatment care plans and progress notes. Contractor has the right to choose not to use the County's EHR system but must comply with all necessary requirements involving electronic health information exchange between the Contractor and the County. The Contractor must submit a plan to the Contractor for approval demonstrating how the requirements will be met.

B. Adherence to Regulations

1. Licensing, Certification Requirements –
 - i. Contractors are required to obtain DHCS AOD certification for each of their residential and non-residential programs. If the contractor is not currently AOD

certified, contractor will apply and adhere to DHCS AOD certification standards until the certification process is complete.

- ii. Contractor shall adhere to the Title 9 Facility Licensing Regulations, AOD Certification and State of California Drug Treatment Standards and Title 9 Certification of Alcohol and Other Drug Counselors as specified by the State Department of Health Care Services and must comply with Minimum Quality Drug Treatment Standards for SUBG. If a conflict between regulations and standards, the most restrictive will apply. Funding from DHS-BHD is contingent upon compliance with all requirements and regulations.
 - iii. Per the applicable provisions of Title 45, CFR, Part 96, eligible clients may be funded through the Substance Abuse Prevention and Treatment (SUBG) Block Grant, which uses federally matched funds. Contractor shall comply with SUBG Block Grant requirements specified in the attached Exhibit regarding capacity management reporting, provision of interim services and outreach activities. No client who meets the SUBG Block Grant requirements shall be turned away for inability to pay.
 - iv. Contractor shall provide therapeutic treatment services in compliance with State of California Department of Health Care Services, Alcohol and /or Other Drug Program Certification Standards, Adolescent Best Practices Guidelines and Perinatal Practice Guidelines. The DHS-BHD Substance Use Disorder Section Administrator will make any determination regarding such compliance.
 - v. Contractor shall provide therapeutic treatment services in accordance with evidence/research based best practices as discussed in the Treatment Improvement Protocols (TIP) and Technical Assistance Publication (TAP) series published by the Substance Abuse and Mental Health Services Administration (SAMHSA).
 - vi. Contractor shall comply with data collection and reporting requirements as specified by CalOMS and with EHR data management requirements, including but not limited to, completion of the ASAM or ADAD (for youth) Assessment Tool for all clients served through this agreement.
2. Meeting Attendance –
- i. At least one representative from Contractor must attend monthly providers meeting hosted by DHS-BHD.
 - ii. At least one representative from Contractor must attend Evidence-Based Practices Fidelity Groups hosted by DHS-BHD

C. Documentation of Services

1. Contractor shall:
 - i. Input CalOMS admission information in EHR within seven (7) days of admission.
 - ii. Input CalOMS discharge information in EHR with in thirty (30) days of discharge.
 - iii. Keep accurate client records in compliance with the State of California Standards for Drug Treatment Programs, making it possible to accurately track utilization and services.

- iv. Keep accurate training records of dates, locations, affiliations and the number of participants present.
 - v. Obtain Release of Information from each client so that a follow-up can be conducted.
2. Individual clinical progress reports shall be provided, as requested, by the referring Case Management program.
 3. Claims will be reconciled with encounters entered in EHR. The program will utilize the group module, the wait list, and the referral and consent screens, in the EHR program.
 4. Provider will accurately maintain the wait list information in EHR and submit monthly DATAR reports electronically to the state by the 10th of each month for the previous month.

D. Record of Services:

1. Client records are kept in compliance with the State of California Standards for Drug/Alcohol Treatment Programs, making it possible to accurately track utilization and services.
2. Training records will be kept of dates, locations, affiliations and the number of participants present. Reporting

E. Report Requirements -

1. Claims for services are due to the County no later than thirty (30) days after the last day of the month in which those services were provided. Claims will be reconciled with encounters entered in EHR. The program will utilize the group module, the wait list, the referral and consent screens, in the EHR program.
2. A mid-year report including a narrative of Contractor’s progress, that demonstrates progress toward stated purposes or goals of the program as set forth in Exhibit(s) A, shall be due to County by January 31st.
3. A final year-end report, including a narrative of Contractor’s activities and objectives as set forth in this agreement, shall be due on July 31st.
4. Contractor shall email mid-year and final year-end reports electronically to BHquarterlyreports@sonoma-county.org and copy the SUD Section Manager.
5. Failure to provide the above noted reports and/or any other reports/documentation requested by County within the time frame indicated may result in County withholding payments on this contract.

VII. SONOMA COUNTY CONTRACT CONTACT PERSONNEL

Contract Liaison: Name: Ashley Nelson Phone: (707) 565-3315 Email: Ashley.Nelson@sonoma-county.org	Contract Analyst: Name: Bron Anderson Phone: (707) 565-3215 Email: Bron.Anderson@sonoma-county.org
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Exhibit B. Payment Terms and Conditions**Substance Use Disorder Drug Medi-Cal Organized Delivery System (DMC-ODS)
Residential**1. Restrictions and Limitations:

- a) 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 Drug Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.

2. Period of Performance:

- a) 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.

3. Monthly Invoicing and Payment:

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on county unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit accurate monthly invoices in county invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- c) Contractor shall submit all corresponding progress notes for each service included in the monthly invoice and additional clinical documentation upon request.
- d) Contractors utilizing an Electronic Health Records system other than SmartCare to enter client services, must provide documented services in a digital exported file/format compatible with SmartCare. At a minimum, a Microsoft Excel spreadsheet of billing and claiming detail must be provided by the contractor per County specifications.
- e) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- f) Monthly payments for claimed services shall be based on the units of time assigned to each service code entered in the County's billing and transactional database multiplied by the service rates attached to the end of this Exhibit.
- g) Medicare-enrolled NTP providers are prohibited from invoicing Medicare-eligible services and should bill Medicare directly.

h) The maximum financial obligation of the County under this Agreement shall not exceed the amount stated in the Maximum Payment Obligation section, per fiscal year, which is not a guaranteed sum but shall be paid only for services actually rendered. 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.

i) Contractor shall submit monthly invoices and attestation on county provided templates located <https://sonomacounty.ca.gov/health-and-human-services/health-services/divisions/behavioral-health/contractor-resources/forms-and-materials>.

All invoices submitted must include a signed Claim Submission Certification form DHCS 100186. The current version of this form is available at the following website: <https://www.dhcs.ca.gov/formsandpubs/forms/pages/dmc-forms.aspx>

j) All billing and payment invoices shall be submitted via Sonoma County Cloud or to the following address:

Sonoma County Department of Health Services
Attn: Behavioral Health Division Revenue Management Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405

k) Sonoma County Cloud access will be granted upon request. Requests will be emailed to: DHS-Finance-RMU@sonoma-county.org

4. Additional Financial Requirements:

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

b) Contractor must comply with the False Claims Act employee training and policy requirements set forth in 45 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

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

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

5. Contractor Prohibited from Redirection of Contracted Funds (If Applicable):

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

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

6. Financial Audit Report Requirements for Pass-Through Entities:

- a) If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- b) Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by contract number, contract amount, contract period, and the amount expended during the fiscal year by funding source.
- c) Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director or designee. The Director or designee is responsible for providing the audit report to the County Auditor.
- d) 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.

7. Drug Medi-Cal Requirements and Payment Limitations:

Contractor shall perform services and provide such documentation as required by applicable State and Federal laws, rules, and regulations as described in this Agreement. Other limitations affecting contract payments may include, but are not limited to:

- a) Contractors must fully understand CPT and HCPC codes related to services and diagnoses provided. Sonoma County will utilize internal service codes that crosswalk to appropriate CPT and/or HCPCs codes.
 - i. Claims shall be complete and accurate and must include all required information regarding the claimed services.
 - ii. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Drug Medi-Cal services and correcting denied services for resubmission as needed.
- b) Only authorized service activities provided by an eligible staff providing Drug Medi-Cal eligible service to a Sonoma County Drug Medi-Cal eligible beneficiary shall be reimbursed.
- c) Documentation and Scope of Practice. For all services provided under this Agreement Contractor agrees to comply with the documentation and scope of practice standards required under state and federal laws and regulations and as set forth in the county

document titled “Documentation and Scope of Practice”, a current version of which is available at the following website: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

- d) Audits: Contractor’s services and claims are subject to any audits conducted by county, the State of California, federal government, or other auditors. Any resulting audit exemption shall be repaid to county.
- e) Disallowance: Contractor shall make county whole for disallowances for payment or lost revenues as identified and discovered by county that are attributable to Contractor’s performance under this Agreement, including, but not limited to, Contractor’s insufficient documentation of Medical Necessity or billing errors by Contractor that preclude county from claiming the Federal Financial Participation share of Drug Medi-Cal.
- f) To the extent Contractor is required to make county whole under this Paragraph, county may elect to withhold any payments for past services, offset against any payments for future services for which Contractor provides, or demand reimbursement without offset.
- g) Contractor shall pay any penalty or fine assessed against county arising from Contractor’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.
- h) Non-compliance with the provisions of this Exhibit B may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.
- i) Approved Procedure Codes and Rates for Drug Medi-Cal Services: county shall compensate Contractor for contract services actually provided and documented. When billing county for authorized services provided to Sonoma County beneficiaries, Contractor will use the exclusive list of procedure codes in the rate table below:

8. Approved Services:

Contractor is authorized to provide the following services:

Provider Name:	
National Provider Identifier Number:	
Physical Program Address:	
Service	Contract Rate
Residential Treatment – Substance Use ASAM 3.1	\$260.00
Residential Treatment – Substance Use ASAM 3.5	\$290.00
Comprehensive Community Support	\$40.00 (per 15 min.)
Care Coordination Outside System of Care	\$40.00 (per 15 min.)
Targeted Case Management/Intensive Care Coordination	\$40.00 (per 15 min.)
Sign Language or Oral Interpretive Services	\$0

Main Service Component

Service	Description	Unit	Rate (daily)
Residential Treatment ASAM 3.1	Residential Day Service for clients assessed at ASAM 3.1	Bed Day	\$210.00*
Residential Treatment ASAM 3.5	Residential Day Service for clients assessed at ASAM 3.5	Bed Day	\$240.00*

Add-on Component

Service	Description	Unit	Rate (daily)
Room & Board	Separate Room and Board rate for each client	R&B Bed Day	\$50.00*

Outpatient Service Component

Service	Description	Unit	Rate (per 15 minutes)
DMC Outpatient Services	Care Coordination, MAT, medically necessary treatment	Minutes	\$40.00

* Room and Board Add-on is

applied for each bed day of Residential Treatment Service.

Available Service Codes

CPT Code	Description
H0019	Residential Treatment – Substance Use
H2015	Comprehensive Community Supports
H2021	Care Coordination Outside System of Care
T1017	Targeted Case Management/Intensive Care Coordination
T1013*	Sign Language or Oral Interpretive Services

* Interpreter services are available at no cost and are non-reimbursable. County will provide access to interpreter services through its contracted vendors as detailed in Exhibit A.

9. Routine Service Corrections

Routine service corrections must be submitted on a County provided service correction form with supporting documentation.

Routine service correction forms must be submitted directly to the Revenue Management Unit.

All routine service correction forms shall be submitted via Sonoma County Cloud or to the following address:

Sonoma County Department of Health Services
 Attn: Behavioral Health Division Revenue Management Unit
 1450 Neotomas Avenue, Suite 200
 Santa Rosa, CA 95405

Sonoma County Cloud access will be granted upon request. Requests will be emailed to: DHS-Finance-RMU@sonoma-county.org. Service correction process and forms are located at <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

10. Provider Problem Resolution

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the county Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

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Exhibit C. Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. **“County of Sonoma, its Officers, Agents, and Employees”** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. ***Required Evidence of Insurance***
 - i. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. ***Required Evidence of Insurance***: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Cyber Liability Insurance – Network Security & Privacy Liability Insurance

Required if Contractor has access to individuals' private, personally identifiable information, or if the Agreement involves sharing of data or electronic information.

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. **Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Cyber Liability Insurance – Technology Errors and Omissions Insurance

Required if Consultant is providing a technology service (data storage, website designers, etc.) or product (software providers).

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the 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 Entity.

- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. **Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

9. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

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Exhibit D. Waiver of Insurance Requirements

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**Exhibit D. Special Terms and Conditions – Information Privacy & Security –
Qualified Service Organization/Business Associate Addendum
(Applies to HIPAA/ 42CFR Business Associates – SUD Services)**

This Qualified Service Organization/Business Associate Addendum (“Addendum”) supplements and is made a part of the services agreement (“Agreement”) by and between County of Sonoma (“County”) and <vendor name> (“Qualified Service Organization/Business Associate”).

R E C I T A L S

WHEREAS, County is a Hybrid Entity as defined under 45 Code of Federal Regulations (“CFR”) Section 164.103;

WHEREAS, <vendor name> is a Qualified Service Organization/Business Associate (QSO/BA) as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to QSO/BA pursuant to the terms of Addendum, some of which information may constitute Protected Health Information (“PHI”), including electronic Protected Health Information (“ePHI”);

WHEREAS, County and QSO/BA intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to QSO/BA pursuant to Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 (“HIPAA”), regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule require County to enter into a contract containing specific requirements with QSO/BA prior to the disclosure of PHI, including ePHI, as set forth in, but not limited to, 45 CFR Sections 164.502(e), 164.504(e), and 164.308(b)(1) and contained in Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Addendum, the parties agree as follows:

Part I: HIPAA Business Associate Addendum (Applies to HIPAA Business Associates)

1. Definitions.

Terms used, but not otherwise defined, in Addendum shall have the same meaning as those terms in the HIPAA Regulations as set forth at 45 CFR Sections 160.103, 164.304, and 164.501.

- A. HIPAA Regulations. “HIPAA Regulations” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Part 160 and Part 164.
- B. Breach. “Breach” shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 CFR Part 164 Subpart E and that compromises the security or privacy of PHI as defined at 45 CFR Section 164.402.
- C. Business Associate. “Business Associate” shall have the same meaning as the term “Business Associate” as set forth at 45 CFR Section 160.103.
- D. Covered Entity. “Covered Entity” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section

160.103. For purposes of this Addendum, this term is intended to mean the County of Sonoma.

- E. Data Aggregation. “Data Aggregation” shall have the same meaning as the term “Data aggregation” as set forth at 45 CFR Section 164.501.
- F. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” as set forth at 45 CFR Section 164.501.
- G. Disclosure. “Disclosure” shall mean the release of, transfer of, provision of access to, or divulging in any manner information outside the entity holding the information in accordance with 45 CFR Section 160.103.
- H. Health Care Operations. “Health Care Operations” shall have the same meaning as “Health care operations” as set forth at 45 CFR Section 164.501.
- I. Individual. “Individual” shall have the same meaning as the term "Individual" as set forth at 45 CFR Section 164.501, except that the term “Individual” as used in this Addendum shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- J. Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at 45 CFR Sections 164.502(b) and 164.514(d): Standard: Minimum Necessary.
- K. Part 2 Regulations. “Part 2 Regulations” shall mean the Confidentiality of Substance Use Disorder Patient Records regulations as set forth at 42 CFR Part 2.
- L. Patient Identifying Information. “Patient Identifying Information” shall have the same meaning as the term “patient identifying information” as set forth at 42 CFR Section 2.11, except the term “Patient Identifying Information” as used in this Addendum may also include Protected Health Information.
- M. Privacy Rule. “Privacy Rule” shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- N. PHI. “PHI” shall have the same meaning as the term “protected health information” as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity.
- O. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity, and may include Patient Identifying Information.
- P. Protected Information. “Protected Information” shall mean “Protected Health Information” and “Patient Identifying Information.”

- Q. Qualified Service Organization. “Qualified Service Organization” shall have the same meaning as the term “qualified service organization” as set forth at 42 CFR Part 2 Section 2.11.
- R. Required by Law. “Required by law” shall have the same meaning as the term “required by law” as set forth at 45 CFR Section 164.103.
- S. Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.
- T. Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes PHI that is under the control of Covered Entity or QSO/BA of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by QSO/BA.
- U. Security Rule. “Security Rule” shall mean the HIPAA Security Standards for the Protection of ePHI as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- V. Subcontractor. “Subcontractor” shall mean a subcontractor of QSO/BA that creates, receives, maintains, or transmits PHI on behalf of QSO/BA.
- W. Unsecured PHI. “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” as set forth at 45 CFR Section 164.402, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity.
- X. Use. “Use” shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with 45 CFR Section 160.103.

2. Obligations of QSO/BA

QSO/BA acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any Protected Information received from County, QSO/BA is fully bound by the HIPAA Regulations and the Part 2 Regulations; and that QSO/BA (including its subcontractors) may be held directly liable for and subject to penalties for failure to comply. To the extent QSO/BA is to carry out one or more of County's obligations under of 45 CFR Part 164 Subpart E of the Privacy Rule, QSO/BA agrees to comply with the requirements of 45 CFR Part 164 Subpart E that apply to County in the performance of such obligations.

3. Use or Disclosure of Protected Health Information

Except as otherwise provided in Addendum, QSO/BA shall use and/or disclose Protected Information only as necessary to perform functions, activities, or services documented in the Scope of Work (Exhibit A) of this Agreement for or on behalf of County, as specified in Addendum, provided that such use and/or disclosure does not violate the 42 CFR Part 2

Regulations or the HIPAA Regulations. QSO/BA agrees not to further use or disclose Protected Information other than as permitted or required by Addendum or by law. QSO/BA must make reasonable efforts to limit Protected Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. The uses of Protected Information may not exceed the limitations applicable to County under the 42 CFR Part 2 and HIPAA Regulations.

4. Prohibited Uses and Disclosures

- A. Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI.

5. Judicial Proceedings

QSO/BA agrees to resist any efforts in judicial proceedings to obtain access to Patient Identifying Information except as expressly provided for in the regulations governing the Part 2 Regulations.

6. Designation of a Privacy Officer and a Security Officer

- A. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of the HIPAA Security Rule (45 CFR Part 164 Subpart C)
- B. Contractor shall designate a Privacy Officer to oversee its information privacy program who shall be responsible for carrying out the requirements of the HIPAA Privacy Rule (45 CFR Part 164 et. seq.)
- C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

7. Safeguarding Protected Health Information

QSO/BA shall use appropriate safeguards to prevent the use or disclosure of Protected Information other than as provided for by Addendum. QSO/BA shall implement administrative, physical, and technical safeguards and shall comply with of 45 CFR Part 164 Subpart C with respect to electronic Protected Information that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Information created, received, maintained, or transmitted on behalf of County and prevent the use or disclosure of Protected Information other than as provided for by Agreement.

- A. Encryption Requirements for Transmission and Storage of Electronic Data. All Protected Information transmitted to QSO/BA by County, and/or for or on behalf of County by QSO/BA, and/or to County by QSO/BA shall be provided or transmitted using encryption methods which render such Protected Information unusable, unreadable, or indecipherable by unauthorized persons. All ePHI stored by Business Associate on electronic media shall be protected using encryption methods which render such ePHI unusable, unreadable, or indecipherable by unauthorized persons. Encryption of ePHI in transit or at rest shall use a technology or methodology set forth by the Secretary in the

guidance issued under Section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.

- B. Destruction of Protected Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying the Protected Information so that it cannot be read or reconstructed.
- C. Should any employee or subcontractor of QSO/BA have direct, authorized access to County computer systems that contain Protected Information, QSO/BA shall immediately notify County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.

8. Notification of Breach, Unauthorized Use or Improper Disclosure

QSO/BA must notify County in writing of any access, use, or disclosure of Protected Information not permitted or provided for by Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by QSO/BA the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to QSO/BA or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of QSO/BA.

- A. Notification must be made as soon as practicable, but not later than 24 hours after discovery, by telephone call to 707-565-5703 plus e-mail to: DHS-Privacy&Security@sonoma-county.org, and will include:
 - 1) The identification of each Individual whose PHI has been, or is reasonably believed by QSO/BA to have been, accessed, acquired, used, or disclosed; and
 - 2) A description of any remedial action taken or proposed to be taken by QSO/BA.
- B. QSO/BA must provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the County with such information.
- C. QSO/BA must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by QSO/BA or its employees, officers, subcontractors, agents, or other representatives.
- D. Following a breach or unauthorized access, use, or disclosure of unsecured PHI, QSO/BA agrees to take any and all corrective action necessary to prevent recurrence, to document any such corrective action, and to make this documentation available to County.

9. Agents and Subcontractors of QSO/BA

In accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that QSO/BA uses any agent, including a subcontractor, to which QSO/BA provides PHI received from, created by, maintained by, or received by QSO/BA on behalf of County, QSO/BA shall execute an agreement with such agent or contractor containing a requirement to ensure compliance with the same restrictions and conditions that apply through Addendum to QSO/BA with respect to PHI.

10. Access to Protected Health Information

At the request of County, and in the time and manner designated by County, QSO/BA shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524, and Ca. Health & Safety Code 123100 et. seq.

11. Amendments to Protected Information

QSO/BA shall make any amendment(s) to Protected Information as directed or agreed to by County, or shall take other measures necessary to satisfy County's obligations under 45 CFR Section 164.526.

12. Accounting of Disclosures

QSO/BA shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

13. Records Available to County, State, and Secretary

QSO/BA shall make available internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from County, or created, maintained, or received by QSO/BA on behalf of County, to County, State, or the Secretary for the purposes of investigating or auditing QSO/BA's compliance with the HIPAA Regulations in the time and manner designated by County, State, or Secretary.

14. Return or Destruction of Protected Health Information

- A. Upon termination of Addendum for any reason, QSO/BA shall:
- 1) Return all PHI received from County; return all PHI created, maintained or received by QSO/BA on behalf of County; and return all PHI required to be retained by the HIPAA Regulations; OR:
 - 2) at the discretion of County, destroy all PHI received from County, or created, maintained, or received by QSO/BA on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise destroying the PHI in a manner which will render the PHI unreadable, undecipherable, or unable to be reconstructed. QSO/BA shall certify in writing that such PHI has been destroyed.
- B. In the event QSO/BA determines that returning or destroying PHI is not feasible, QSO/BA shall provide County notification of the conditions that make return or destruction not feasible. QSO/BA shall extend the protections of this Addendum to such

PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as QSO/BA maintains such PHI.

15. Data Aggregation

QSO/BA may provide data aggregation services related to the health care operations of County as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

16. Other Applicable Laws

QSO/BA shall comply with all other applicable laws to the extent that such state confidentiality laws are not preempted by the HIPAA Regulations or the Part 2 Regulations.

17. Penalties/Fines for Failure to Comply with HIPAA

QSO/BA shall pay any penalty or fine assessed against Covered Entity arising from QSO/BA's failure to comply with the obligations imposed by HIPAA.

18. Training of Employees and Enforcement of Requirements

QSO/BA shall train and use reasonable measures to ensure compliance with the requirements of this QSO/BA Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

19. Amendments to Addendum

No amendment of Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and QSO/BA agree to take such action as is necessary to amend Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in Addendum shall bind the parties whether or not provided for in Addendum.

20. Termination of Addendum

If QSO/BA should fail to perform any of its obligations hereunder, or materially breach any of the terms of Addendum, County may terminate Addendum immediately upon provision of notice stating the reason for such termination to QSO/BA. County, within its sole discretion, may elect to give QSO/BA an opportunity to cure such breach.

21. Material Breach

A breach by QSO/BA or any of its agents or subcontractors of any provision of Addendum, as determined by County, shall constitute a material breach of Addendum and shall provide grounds for immediate termination of Addendum.

22. Indemnification

QSO/BA agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including QSO/BA, that arise out of, pertain to, or relate to QSO/BA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. QSO/BA agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such QSO/BAs' or its agents',

employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. QSO/BAs' obligations under Article 5 (Indemnification) apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at QSO/BA's expense, subject to QSO/BA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for QSO/BA or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Part II: Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA: (Applies to all contractors)

1. Recitals

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the County is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
 - 2) The Agreement between the Social Security Administration (SSA) and the County, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA, is attached to this Exhibit as Attachment B and is hereby incorporated in this Agreement.
- B. The purpose of this Exhibit, Part II is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of County pursuant to this Agreement. Specifically, this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in this Exhibit, Part I of this Agreement, the HIPAA Business Associate Addendum.
- C. The IEA Agreement referenced in A.2) above requires the County to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from County that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides County data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit, Part II, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions

- A. “Breach” shall have the meaning given to such term under the IEA and CMPPA. It shall include a “PII loss” as that term is defined in the CMPPA.
- B. “Breach of the security of the system” shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- C. Confidential Information shall mean information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws
- D. “CMPPA Agreement” means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
<https://www.ssa.gov/dataexchange/documents/CMPPA%20State%20Model.pdf>
- E. “County PI” shall mean Personal Information, as defined below, accessed in a database maintained by the County, received by Contractor from the County or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the County.
- F. “IEA” shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
[https://www.ssa.gov/dataexchange/documents/IEA\(F\)%20State%20Level.pdf](https://www.ssa.gov/dataexchange/documents/IEA(F)%20State%20Level.pdf)
- G. “Notice-triggering Personal Information” shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- H. “Personally Identifiable Information” (PII) shall have the meaning given to such term in the IEA and CMPPA.
- I. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- J. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect

to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- K. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.
- L. Sensitive Information shall mean information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3. Terms of Agreement

A. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit, Part II, Contractor may use or disclose County PI only to perform functions, activities or services for or on behalf of the County pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

B. Responsibilities of Contractor

Contractor agrees:

- 1) Nondisclosure. Not to use or disclose County PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
 - o The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
 - o The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
 - o The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
 - o The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than County without prior written authorization from the County Program Contract Manager, except if disclosure is required by State or Federal law.
- 2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of County PI and PII, to protect against anticipated threats or hazards to the security or integrity of

- County PI and PII, and to prevent use or disclosure of County PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Section 3, Security, below. Contractor will provide County with its current policies upon request.
- 3) Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a) Complying with all of the data system security precautions listed in Part IV of this Special Terms and Conditions Document, Contractor Data Security Requirements; and
 - b) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c) If the data obtained by User(s) from County includes PII, User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA), which are attached as Attachment B and are incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
 - 4) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PI or PII by Contractor or its subcontractors in violation of this Exhibit, Part II.
 - 5) Contractor's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit, Part II on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of County PI or PII to the subcontractor.

- 6) Availability of Information to County. To make PI and PII available to the County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County PI and PII. If Contractor receives County PII, upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to County PII, including employees, contractors and agents of its subcontractors and agents.
- 7) Cooperation with County. With respect to County PI, to cooperate with and assist the County to the extent necessary to ensure the County's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of County PI, correction of errors in County PI, production of County PI, disclosure of a security breach involving County PI and notice of such breach to the affected individual(s).
- 8) Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a) Initial Notice to the County. (1) To notify the County immediately by telephone call plus email or fax upon the discovery of a breach of unsecured County PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving County PII. (2) To notify the County within 24 hours (1 hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of County PI or PII in violation of this Agreement or this Exhibit, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.
 - b) Notice shall be provided to the County Privacy and Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic County PI or PII, notice shall be provided by calling the County Privacy and Security Officer. Notice shall be made using the County "Privacy Incident Report" form.
 - c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PHI, Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - d) Investigation and Investigation Report. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an

asterisk and all other applicable information listed on the form, to the extent known at the time, to the County Privacy and Security Officer.

- e) Complete Report. To provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The County will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- f) Responsibility for Reporting of Breaches. If the cause of a breach of County PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The County will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the County in addition to Contractor, Contractor shall notify the County, and the County and Contractor may take appropriate action to prevent duplicate reporting.
- g) County Contact Information. To direct communications to the above referenced County staff, the Contractor shall initiate contact as indicated herein. The County reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma Co. Privacy Officer: 1450 Neotomas Ave. Suite 200, Santa Rosa, CA 95405; 707-565-5703; DHS-Privacy&Security@Sonoma-County.org

Part III: Miscellaneous Terms and Conditions (Applies to all Contractors)

1. Disclaimer

The County makes no warranty or representation that compliance by Contractor with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the County PHI.

2. Amendment

A. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. The County may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Contractor does not promptly enter into negotiations to amend this Exhibit when requested by the County pursuant to this section; or
- 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of County PHI that the County deems necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3. Judicial or Administrative Proceedings

Contractor will notify the County if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The County may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The County may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the County at no cost to the County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than the County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. Interpretation

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

7. Conflict

In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8. Regulatory References

A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

9. Survival

The respective rights and obligations of Contractor under Section 3, Item D of this Exhibit, Part I, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10. No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. Audits, Inspection and Enforcement

From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the County may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit. The fact that the County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit. The County's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the County's enforcement rights under this Agreement, including this Exhibit.

12. Due Diligence

Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit and is in compliance with applicable provisions of HIPAA, the

HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit.

13. Term

The Term of this Exhibit shall extend beyond the termination of the Agreement and shall terminate when all County PHI is destroyed or returned to the County, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I), and when all County PI and PII is destroyed in accordance with Attachment A.

14. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all County PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the County of the conditions that make the return or destruction infeasible, and the County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit to such County PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to County PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Part IV: Contractor Data Security Requirements

1. General Controls

Contractor shall preserve and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to, and shall ensure that its sub-consultants or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

2. Designation of Individual(s) Responsible for information Privacy and Security

A. Security Officer:

Contractor shall designate a qualified individual, (HIPAA Security Officer), to implement and oversee its data security program. The individual shall be responsible for, and knowledgeable about, carrying out the requirements of this Special Terms and Conditions Exhibit, ensuring Contractor compliance with all provisions of the HIPAA Security Rule (45 CFR 164.300 et. seq.), and for communicating about security matters with the County.

B. Privacy Officer:

Contractor shall designate a qualified individual, (HIPAA Privacy Officer), to implement and oversee its information privacy program. The individual shall be responsible for, knowledgeable about, and trained in, carrying out the requirements of this Special Terms and Conditions Exhibit, ensuring Contractor compliance with all applicable state and

federal information privacy laws (including but not limited to HIPAA, WIC 5328, 42 CFR Part 2, California Medical Information Act, etc.), and for communicating about privacy and security matters with the County.

- C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

3. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the County, or access or disclose County 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.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with County 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 County PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

4. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County Privacy and Security Office.
- B. **Server Security.** Servers containing unencrypted County PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain County PHI or PI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb

drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

- E. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. User IDs and Password Controls. All users must be issued a unique user name for accessing County PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction. When no longer needed, all County PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the County Privacy and Security Office.
- I. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners. All systems providing access to County PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI or PI, or which alters County PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized

users. If County PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

- L. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

5. Audit Controls

- A. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing County PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing County PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing County PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. Random Audits. Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that Contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its sub-consultants or vendors comply with this requirement.

6. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of County PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. Data Backup Plan. Contractor must have established documented procedures to backup County PHI to maintain retrievable exact copies of County PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI or PI

should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

7. Paper Document Controls

- A. **Supervision of Data.** County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** County PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary County PHI or PI may be removed from the premises of the Contractor except with express written permission of the County. County PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Contractor's locations to another of the same Contractor’s locations.
- E. **Faxing.** Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the County to use another method is obtained.

Part V: Provisions for Access to County Electronic Health Records System (Applies to contractors that have access to County E.H.R. system)

1. General Controls

AGREEMENTS AND CONDITIONS OF ACCESS AND USE In consideration for use of the Department of Health Services (DHS) Electronic Health Record system (“EHR”), User agrees to the following terms and conditions:

- A. Contractor shall only use the EHR system to support clients served pursuant to a contract with the County.
- B. Contractor and Contractor staff shall only access the EHR and Protected Health Information for the purpose of providing healthcare services.
- C. Contractor shall ensure that staff will not use or disclose Protected Health Information other than as permitted or as required by law or this Agreement.

- D. Contractor shall ensure that staff will not share or give authentication credentials, such as a USERID or password, to any other individual, or fail to take appropriate measures to safeguard their authentication credentials.
- E. Contractor shall ensure that all staff with EHR access shall be trained on (i) the use of the EHR system; (ii) safeguards necessary to protect the EHR system, and (iii) the proper use/disclosure of information stored in the EHR system.
- F. Contractor shall ensure that all staff with access to the EHR system sign a confidentiality agreement stating they will maintain confidentiality of protected information maintained in the EHR System. This agreement may be combined with other required confidentiality agreements.
- G. Within 24 hours of discovery, Contractor shall report to DHS Privacy and Security Officer any use or disclosure of Protected Health Information which would violate State/federal regulations or the terms of this Agreement.
- H. Contractor shall notify County of staff enrollment, staff changes job duties/credentialling, or staff separation from employment within 24 hours of the staff change using the form provided by the County.
- I. County shall be responsible for enrollment of new staff into the EHR system, and adjustments to staff's level of access when staff changes job duties/credentialling or staff is separated from employment.
- J. Contactor shall comply with all other information privacy and security provisions as articulated in this Agreement and exhibits.
- K. If any use or disclosure of Protected Health Information by Contractor or Contractor's agents, staff, subcontractors, or invitees violates State/Federal regulations or the terms of this Agreement, Contractor agrees to accept all responsibility in accordance with Provision 22 (Indemnification) of this Agreement.

**Exhibit E. Minimum Quality Drug Treatment Standards (MQDTS)
for Drug Medi-Cal (DMC)**

Compliance with the following Minimum Quality Treatment Standards is required in addition to CCR Title 9 and 22 regulations for Contractor's Substance Use Disorder (SUD) treatment program, whether partially or fully funded through Drug Medi-Cal (DMC). If conflict between regulations and standards occurs, the most restrictive shall apply.

A. Personnel Policies

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

- i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
 - j) Cooperation with complaint investigations.
4. If Contractor's program utilizes the services of volunteers and or interns, procedures shall be implemented which address:
- a) Recruitment;
 - b) Screening;
 - c) Selection;
 - d) Training and orientation;
 - e) Duties and assignments;
 - f) Scope of practice;
 - g) Supervision;
 - h) Evaluation; and
 - i) Protection of beneficiary confidentiality.
5. Written roles and responsibilities and a code of conduct for the medical director shall be clearly documented, signed and dated by a program representative and physician.

B. Program Management

1. Admission or Readmission

- a) Contractor's program shall include in its policies and procedures written admission and readmission criteria for determining beneficiary's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. DSM diagnosis;
 - ii. Use of alcohol/drugs of abuse;
 - iii. Physical health status; and
 - iv. Documentation of social and psychological problems.
- b) If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.
- c) If a beneficiary is admitted to treatment, a consent to treatment form shall be signed by the beneficiary.
- d) The medical director shall document the basis for the diagnosis in the beneficiary record.
- e) All referrals made by program staff shall be documented in the beneficiary record.
- f) Copies of the following documents shall be provided to the beneficiary upon admission:
 - i. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.
- g) Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:

- i. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay;
 - ii. Complaint process and grievance procedures;
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations and regulations.
 - h) Where drug screening by urinalysis is deemed medically appropriate the program shall:
 - i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
 - ii. Document urinalysis results in the beneficiary's file.
2. Treatment
- a) Assessment for all beneficiaries shall include:
 - i. Drug/Alcohol use history;
 - ii. Medical history;
 - iii. Family history;
 - iv. Psychiatric/psychological history;
 - v. Social/recreational history;
 - vi. Financial status/history;
 - vii. Educational history;
 - viii. Employment history;
 - ix. Criminal history, legal status; and
 - x. Previous SUD treatment history.
 - b) Treatment plans shall be developed with the beneficiary and include:
 - i. A problem statement for all problems identified through the assessment whether addressed or deferred;
 - ii. Goals to address each problem statement (unless deferred);
 - iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion;
 - iv. Typed or legibly printed name, signature, and date of signature of primary counselor, beneficiary, and medical director; and
 - v. All treatment plans shall be reviewed in accordance with CCR Title 22 requirements and updated to accurately reflect the beneficiary's progress or lack of progress in treatment.
 - c) Progress notes shall document the beneficiary's progress toward completion of activities and achievement of goals on the treatment plan.
 - d) Discharge documentation shall be in accordance with CCR Title 22 51341.
 - i. A copy of the discharge plan shall be given to the beneficiary.

**Exhibit F. California Department of Health Care Services
Drug Medi-Cal Organized Delivery System Special Terms and Conditions**

Contractor agrees to comply with all the requirements set forth in this Exhibit applicable to services provided for under the Agreement.

Contractor agrees to comply with all applicable terms and conditions set forth in the California Department of Health Care Services' (DHCS) Standard Agreement with County for the provision of Drug Medi-Cal Organized Delivery System (DMC-ODS) services, which is hereby incorporated by reference as though fully set forth herein. The Standard Agreement is available on the Sonoma County Department of Health Services' website at:
<http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

This Agreement is also subject to any additional restrictions, limitations, or conditions enacted by federal or state governments, Congress, or any statute enacted by Congress, now or in the future, that apply to or which may affect the provisions, terms, or funding of this Agreement in any manner.

1. Subcontractors

Contractor shall ensure that its employees and subcontractors comply with applicable provisions of this Agreement.

2. California Department of Health Care Services MHSUDS Bulletins, Information Notices, and Letters

Contractor agrees to comply with all applicable MHSUDS Bulletins, Information Notices, and Letters issued by the California DHCS, including those issued by the DHCS, before, as well as after the Effective Date of this Agreement. MHSUDS Bulletins, Information Notices, and Letters can be found at the following DHCS website:

https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx

3. Compliance with State and County Corrective Action

When DHCS conducts a review or other monitoring activities that identify areas of non-compliance, Contractor agrees to promptly comply with all required corrective actions applicable to Contractor as set forth in the state-issued or County-issued report.

Contractor agrees to the extent Contractor was paid for services provided that are determined to be non-compliant, said payment shall be considered a disallowed payment for which the County shall be entitled to a refund or offset.

4. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

Contractor agrees to maintain said licenses, permits, registrations, certificates, and a NPI number in good standing for the duration of this Agreement.

A copy of each of such licenses, permits, registrations, certificates, and an NPI number shall be made available upon request, not to exceed three (3) business days after the initial request, for

inspection, review, and/or audit by authorized representatives and designees or County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, registrations, certificates, and/or an NPI number in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County.

Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, permit, registration, certificate or NPI number held by Contractor or its subcontractor. In addition, Contractor shall immediately notify County of any changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

Contractor warrants that it has obtained and maintained in good standing AOD Certification and DMC certification through the California Department of Health Care Services for residential and non-residential outpatient, intensive outpatient, and detoxification programs that it operates pursuant to this Agreement. This warranty does not apply to Narcotic Treatment Programs that Contractor operates pursuant to this Agreement.

Contractor shall ensure all physicians and licensed practitioners of the healing arts (LPHAs) receive a minimum of five hours of continuing education related to addiction medicine each year.

5. Notification of Adverse Proceedings

Contractor agrees to immediately, and no later than two (2) business days, report to the County if Contractor or their employees, volunteers, interns, subcontractors, or providers retained in any capacity by Contractor are notified, have reason to know, or have reason to believe that they are under investigation by their licensing or certifying agency, are found to be in violation of any rules or regulation of their licensing or certifying agency, or are the subject of a disciplinary action. Contractor shall e-mail SCBHProviderRelation@sonoma-county.org when notification of adverse proceeding is required.

6. Quality Assurance

Contractor agrees to conduct quality assurance and program review that meets all requirements of County and DHCS. Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote the provision of high quality, cost-effective substance use disorder services to clients. County may request results of Contractor's quality assurance and program reviews.

7. Contractor Compliance Program

Contractors who are certified to provide DMC-ODS Services shall implement and maintain a compliance program consistent with 42 CFR 438.608, designed to ensure Contractor's compliance, and the compliance of its employees, subcontractors and agents, with all

requirements of this Agreement and all applicable federal and state laws and regulations. Contractor's Compliance Program shall at minimum include the following:

- a. A Compliance Officer and a Regulatory Compliance Committee at the Board of Directors and senior management levels charged with overseeing the contractor's compliance program;
- b. Standards of Conduct and compliance policies and procedures which include at a minimum:
 - i. A process for employees to report any known or suspected inappropriate activity or misconduct including fraud, waste and abuse;
 - ii. A process for immediately notifying the County Department of Health Services Compliance Officer via the Compliance hotline 707-565-4999 when Contractor identifies potential fraud, waste or abuse; and
 - iii. Detailed information about the False Claims Act and other federal and state laws including information about rights of employees to be protected as whistleblowers.
 - iv. A process for promptly reporting changes in beneficiary circumstances that may affect eligibility including changes of beneficiary residence, and the death of a beneficiary.
- c. A system for training and education for the Compliance Officer, Contractor's senior management and Contractor's employees which includes at a minimum the following topics: the elements of the Compliance Program, the name and contact information for the Compliance Officer, standards of conduct, reporting and non-retaliation, and fraud, waste and abuse.
- d. Enforcement of standards through well-publicized disciplinary guidelines.
- e. A process for auditing Drug Medi-Cal documentation, including an overpayment refund policy and procedure, including requirements in Section 8 Reporting and Recovery of Overpayments. Overpayment includes any payment Contractor receives or retains under the Federal Health Care Programs Medicare and Medicaid to which Contractor, after applicable reconciliation, is not entitled.
- f. A method to verify whether paid Medi-Cal claims were actually furnished to the beneficiaries (42 CFR 455.1(a)(2)).

8. Reporting and Recovery of Overpayments

- a. Contractor shall immediately report to the County of Sonoma Department of Health Services Compliance Officer via Compliance hotline 707-565-4999 when Contractor identifies an overpayment, excluding routine service corrections (if applicable) which are reported using Service Correction Form referenced in Exhibit B (Payment Terms and Conditions).
- b. Overpayment includes any payment Contractor receives or retains under the Federal Health Care Programs Medicare and Medicaid to which Contractor, after applicable reconciliation, is not entitled. In addition to overpayments, in the event Contractor claims or receives payment from County for services, reimbursement for which is later

disallowed by County, State of California, or U.S. Government, Contractor shall refund the disallowed amount to County upon County's request, or, at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

- c. Contractor shall return all overpayments to County within sixty calendar days after the date on which the overpayment was identified. At its option, County may offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement. Contractor shall maintain records of all overpayments, including overpayments due to fraud, waste or abuse, for ten years.

9. 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 (Document 3V) and comply with 42 CFR 438.206(c)(2).

10. Information Access for Individuals with Limited English Proficiency

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

- a. Materials explaining services available to the public
- b. Language assistance
- c. Language interpreter and translation services
- d. Video remote language interpreting services

Contractor shall comply with the following language assistance and format requirements (42 CFR section 438.10; 45 CFR section 92.8; W&I Code section 14029.91-92.)

- a. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.
- b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point.
- c. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.
- d. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.
- e. The Contractor shall notify its beneficiaries:
 - i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

- 1) Qualified interpreters, on a 24-hour basis at key points of contact, in compliance with W&I Code 14029.91
 - 2) Information written in other languages
- ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:
- 1) Qualified sign language interpreters
 - 2) Written information in other formats (large print, audio, accessible electronic formats, other formats)
- iii. How to access services.

10.1. Translation of Notices

Contractor shall provide materials that are critical to obtaining services include, at a minimum, appeal and grievance notices, and denial and termination notices, which must be made available to beneficiaries in threshold languages and alternative formats (MHSUDS_IN_18-010E).

10.2. Nondiscrimination Notice

- a. The Contractor shall post a DHCS-approved nondiscrimination notice that informs beneficiaries, potential beneficiaries, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.
- b. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, and the public.
- c. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.
- d. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.
- e. The nondiscrimination notice shall include all legally-required elements under the applicable subsections of WIC Section 14029.91 and Gov. Code 11135.
- f. The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.
- g. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

- h. This notice must be sent in conjunction with each of the following significant notices sent to beneficiaries: NOABD, grievance acknowledgment letter, appeal acknowledgment letter, grievance resolution letter, and NAR.

10.3. Language Assistance Taglines

- a. The Contractor shall post taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by DHCS), informing beneficiaries, potential beneficiaries, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.
- b. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all beneficiary information and other information notice, in accordance with federal and state requirements.
- c. These taglines must be sent in conjunction with each of the following significant notices sent to beneficiaries: NOABD, grievance acknowledgment letter, appeal acknowledgment letter, grievance resolution letter, and NAR.

11. Provider Problem Resolution

- a. Contractor concerns or complaints must be submitted to the County Provider Relations by telephone, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form, including any supportive documentation regarding the provider's claim.
- b. Contractor concerns or complaints may address, but are not limited to, the following issues:
 - i. Issues related to provider contracts including, but not limited to, payment agreement, scope of work, etc.
 - ii. Disagreement with compliance review findings by County Quality Assurance and Performance Improvement (QAPI) staff
 - iii. Disagreement with service decisions made by County staff
 - iv. Other issues not limited to above
- c. Contractor may file an appeal related to the following three reasons only:
 - i. Denied request for payment
 - ii. Modified request for payment
 - iii. Dispute with County concerning the processing or payment of a providers claim, including but not limited to, a delay of payment
- d. The County Provider Problem Resolution & Payment Appeal form can be found at: <https://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>

e. The completed form must be returned by mail, fax or email at the address below:

Physical Mail: Sonoma County Behavioral Health Plan Administration
ATTN: Provider Relations
2227 Capricorn Way, Suite 207
Santa Rosa, CA 95407
Phone: 707-565-4850 Provider Relations
Fax: 707-565-4892 ATTN: Provider Relations
Email: SCBHProviderRelation@sonoma-county.org

All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

12. Sentinel Events

Sentinel events (hereinafter Sentinel Events) must be reported immediately by phone to the Behavioral Health Section Manager (707-565-4750) and in writing to the Behavioral Health Division Director, 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407, within 5 days of occurrence.

A Sentinel Event is an unexpected occurrence that results in or has the potential for death or serious physical and/or psychological injury, including the permanent loss of function.

Any of the following occurrences shall be reported as a Sentinel Event when it results in or has the potential for death or serious physical and/or psychological injury, including the permanent loss of function:

- i. Adverse medication reactions, excluding common side effects
- ii. Medication errors
- iii. Assault by a client: sexual or physical
- iv. Community Care Licensing reportable events
- v. Death of a client (other than suicide or homicide)
- vi. Elopements of clients from a 24-hour facility who are on Conservatorship or who are otherwise at risk of danger to self or others
- vii. Homicides or homicide attempts
- viii. Physical or sexual abuse of a client
- ix. Seclusion/Restraint resulting in client injury or death
- x. Serious threats of harm to others, including Tarasoff-reportable events
- xi. Suicides or suicide attempts
- xii. Significant delays in treatment

13. Disclosures

Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to County prior to entering into or renewing the Agreement. Contractor shall submit an updated disclosure to Provider Relations at SCBHProviderRelation@sonoma-county.org within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of County. Disclosures as provided herein:

For disclosure of 5 percent or More Ownership Interest, Contractor shall provide in writing the following:

- a. The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- b. Date of birth and Social Security Number (in the case of an individual);
- c. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent or more interest.
- d. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- f. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:

- a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- c. Contractor shall supply the written disclosures to the County before entering into the Agreement and at any time upon the County's request.
- d. Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Agreement and at any time upon the Department's request.
- e. The County will deny enrollment or terminate the enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

14. Drug-Free Workplace

By signing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Government Code Section 8355 (a).

Establish a drug-free awareness program, as required by Government Code Section 8355 (b), to inform all employees about all of the following:

- a. The dangers of drug abuse in the work place.
- b. Contractor's policy of maintaining a drug-free work place.
- c. Any available drug counseling, rehabilitation, and employee-assistance programs.
- d. The penalties that may be imposed upon employees for drug-abuse violations.

Provide, as required by Government Code Section 8355 (c), that every employee engaged in the performance of the Agreement:

- a. Be given a copy of Contractor's drug-free policy statement, and
- b. As a condition of employment, agree to abide by the terms of the statement.

Failure to comply with these requirements may result in suspension of payments under the Agreement, termination of the Agreement, or both. Contractor may be ineligible for future state and County agreements if the state and County determine that any of the following has occurred:

- a. Contractor has made false certification, or
- b. Contractor has violated the certification by failing to carry out the requirements as noted above.

15. 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.

16. No Unlawful Use of Messages Regarding Drugs or Alcohol

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.

17. Pro-Children Act

Contractor shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early-childhood development, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments, or by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed.

18. Nondiscrimination in Employment and Services

Contractor agrees and certifies, that it will fully comply with all applicable State, Federal and local laws prohibiting discrimination in regards to the admission of beneficiaries, the assignment of accommodations, the providing of treatments and evaluations, and the employment of personnel, or in any other respect, on the basis of such person(s) being in a protected category, as may be applicable, including but not limited to, of race (including traits historically associated with race such as hair texture and protective hairstyles such as braids, locks and twists), color, ancestry (including language use), national origin, citizenship, possession of a driver's license issued under section 12801.9 of the Vehicle Code, religious creed, religious belief or grooming (including dress or grooming practices), sex (which is defined to include gender (including sex stereotyping), and also including a person's gender identity (i.e. a person's internal understanding of their gender and identification as male, female, a combination of male and female, neither male nor female, or a gender different from the person's assigned sex at birth, or transgender); gender expression (i.e. a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth); transgender (i.e. a person whose gender identity differs from the person's sex at birth); pregnancy or medical conditions related to pregnancy; childbirth or medical conditions related to childbirth; breastfeeding or medical conditions related to breastfeeding; and sexual orientation, including, but not limited to, heterosexuality, homosexuality, bisexuality, pansexuality and asexuality, marital or domestic partner status, age, medical condition (including, but not limited to cancer, AIDS and HIV), physical or mental disability, protected medical leaves, genetic information or characteristics, political affiliation, status as a victim of domestic violence, sexual assault or stalking, military or veteran status, or any other legally protected category, as required by applicable federal and state laws.

Contractor agrees to give written notice of its obligations under this clause to its labor organizations with which it has a collective bargaining or other similar agreement, in accordance with the requirements of Cal. Code regs., Title c2, section 11105.

Contractor certifies it will fully comply with all applicable State, Federal and local laws prohibiting discrimination in regard to the admission of beneficiaries, the assignment of accommodations, the providing of treatments and evaluations, and the employment of personnel, or in any other respect, including, but not limited to the following:

19. Federal Law Requirements

- a. 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.
- b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- c. 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.
- d. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
- e. Age Discrimination in Employment Act (29 CFR Part 1625).
- f. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- g. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- h. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- i. Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities. x. 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.
- j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- l. 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.
- m. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

20. State Law Requirements

- a. 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.).
- b. Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- c. Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 10800.
- d. 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.

- e. 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.

21. Additional Agreement Restrictions

- a. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.
- b. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

22. Federal Requirements

Federal regulations require County to provide certain documents to all Medi-Cal beneficiaries as they access services for the first time. The required documents include, but may not be limited to, a directory of County's contracted Contractors, information regarding advance directives, information regarding protected health information and related HIPAA regulations, beneficiary handbooks, and grievance procedures. Contractor will distribute these documents furnished to Contractor by County as directed by County in compliance with these and any other regulations that apply.

23. Enrollment as Medi-Cal Provider

Contractor warrants that during the term of this Agreement, Contractor and its subcontracted providers of covered services shall be licensed, registered, Drug Medi-Cal (DMC) enrolled and/or approved in accordance with all applicable laws, rules and regulations. DHCS and the County shall require that providers comply with and be monitored for compliance with all applicable laws, rules, regulations, and guidelines referenced in this Contract, as well as, and including but not limited to the following:

- a. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
- b. Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1
- c. Minimum Quality Treatment Standards
- d. Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
- e. Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
- f. W&I Code section 14184.100 et seq.
- g. Exhibit A, Attachment I, Article III.XX – Requirements for Services.

24. Reductions in Services and Relocations

Contractor shall submit a DMC certification application to PED 60 days prior to the desired effective date of the reduction of covered services or relocation. Contractor shall submit a concurrent notice to BHQA@sonoma-county.org.

25. Tobacco Use Disorder

Licensed and/or certified (SUD) recovery or treatment facilities are to conduct an assessment of tobacco use at intake. The provider's intake Health Questionnaire may be used to meet this requirement if it addresses the client's use of tobacco. The assessment shall include questions recommended in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) under Tobacco Use Disorder, or similar evidence-based guidance, for determining whether an individual has a tobacco use disorder.

If a client has a tobacco use disorder, then the provider must:

- a. Provide information to the patient or client on how continued use of tobacco products could affect their long-term success in recovery from a SUD;
- b. Recommend treatment for tobacco use disorder in the treatment plan or problem list; and
- c. Offer either treatment, subject to the limitation of the license or certification issued by the department, or a referral for treatment for tobacco use disorder.

26. Assessment & Referral Process

Contractor shall provide ASAM assessment to any beneficiary looking for SUD services, and will provide or refer for all mandatory DMC-ODS Covered Services based on medical necessity:

The following are the mandatory and optional DMC-ODS Covered Services:

- a. Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (for beneficiaries under age 21) (mandatory).
- b. Withdrawal Management Services (a minimum of one level is mandatory).
- c. Intensive Outpatient Treatment Services (mandatory).
- d. Outpatient Treatment Services (mandatory).
- e. Narcotic Treatment Programs (mandatory).
- f. Recovery Services (mandatory).
- g. Care Coordination (mandatory).
- h. Clinician Consultation (mandatory).
- i. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT). This is defined as facilitating access to MAT off-site for beneficiaries while they are receiving DMC-ODS treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient.
- j. Residential Treatment Services (ASAM Levels 3.1, 3.3, and 3.5 shall be made available within the timeframes outlined in Article III, Section S.7.v).
- k. Partial Hospitalization (Optional).

- l. Peer Support Services (Optional).
- m. Contingency Management Services (Optional).
- n. Inpatient Services ASAM Levels 3.7 and 4.0 (Optional for Contractor to cover as DMC-ODS services; care coordination for ASAM Levels 3.7 and 4.0 delivered through Medi-Cal Fee for Service and Managed Care Plans is required).

27. Perinatal Practice Guidelines

Contractor agrees to comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines issued by the California Department of Health Care Services. Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The current version of these guidelines is located in document 1G of the DHCS State Agreement located here:

<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>

28. Adolescent Best Practice Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Agreement. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

29. Compliance with DMC-ODS Training

Contractor shall ensure that its staff receive training on the DMC-ODS requirements at least annually by attending or reviewing a recording of a designated Sonoma County DMC-ODS training. Contractor shall have its staff sign a training log attesting to completing this training and maintain these records in personnel files.

30. Payment Terms

- a. Contractor shall be responsible for verifying the Medi-Cal eligibility of each client for each month prior to billing for DMC-ODS services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in DHCS' DMC-ODS Provider Billing Manual.
- b. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with California's Medicaid State Plan, California's Section 1915(b) Waiver, and California's Section 1115 5-Year Demonstration Waiver. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.
- c. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

31. Courtesy Dosing

- a. For a Narcotic Treatment Program/Opioid Treatment Program (NTP/OTP), Contractor may provide replacement narcotic therapy to visiting beneficiaries approved to receive

services on a temporary basis (less than 30 days) in accordance with Title 9, Section 10295. Prior to providing replacement narcotic therapy to a visiting beneficiary, an NTP/OTP provider must comply with Title 9, Section 10210(d).

- b. Contracted NTP programs shall coordinate courtesy dosing when their Clients travel out of county and require daily NTP dosing. The County agrees to accept and reimburse a claim from any subcontracted NTP/OTP provider (Referring NTP/OTP) that pays another NTP/OTP for providing courtesy dosing (Dosing NTP/OTP) to a beneficiary. The County will use the reimbursement rate established in the NTP/OTP provider's contract.

32. Electronic Health Record(s) California Outcomes Measurement System for Treatment (CalOMS-Tx)

Contractor shall ensure that all staff responsible for treatment data entry into Sonoma County DHS designated electronic health record system(s) have sufficient knowledge of the CalOMS treatment data Quality Standards, and that all new CalOMS treatment users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS treatment trainings prior to inputting data into system.

33. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Agreement 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>

34. Fair Employment and Housing Act

Contractor and its subcontractors that provide services covered by this Agreement shall comply with the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

35. Noncompliance with Reporting Requirements

Contractor agrees that County has the right to withhold payments until the Contractor has submitted any required data and reports to County.

36. Tribal Communities and Organizations

As applicable, Contractor shall regularly review population information available through Census records, and compare the information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the intended population is being reached, and shall survey Tribal representatives for insight as to 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 to the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

37. Parity Requirements

- a. General Parity Requirement: 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 the DHCS DMC-ODS agreement with Sonoma County.
- b. Beneficiary Problem Resolution
 - i. In accordance with MHSUDS_IN_18-010E and any superseding BHINs, Contractor shall adhere to the notice and timing requirements for all discrimination grievances, grievances, requests for appeals, expedited appeals, and State Fair Hearings (SFH), as appropriate. Upon receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at 707-565-7895, and within 24 hours will submit all related documentation to BHQA@sonoma-county.org.
All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.
 - ii. Contractor shall post County notices explaining County's discrimination grievance, grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which beneficiaries may obtain DMC-ODS SUD services under this Agreement.
 - iii. Contractor shall participate in the resolution of discrimination grievances, grievances, appeals, expedited appeals, and SFHs at the request of the County.
 - iv. Contractor shall provide beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
 - v. The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
 - vi. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
 - vii. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
 - viii. Contractor shall include in their grievance/complaint procedure notification that clients are advised that they have the right to file a complaint or grievance, and that they can file a complaint or grievance with any of the following: the program, County of Sonoma Quality Assurance 707-565-7895, or contacting the State of California directly by calling the Department of Health Care Services Hotline Phone Toll-Free (877) 685-8333 or by email to SUDcomplaints@dhcs.ca.gov.

- ix. Contractor shall include in their discrimination grievance procedure notification that clients are advised that they have the right to file a discrimination grievance with their program or County of Sonoma Quality Assurance 707-565-7895. A discrimination grievance is defined as a concern of discrimination based on a legally protected category, such as sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, etc. The beneficiary may choose to file a discrimination grievance directly with DHCS Office of Civil Rights and/or the County of Sonoma, and/or the U.S. Health and Human Services Office for Civil Rights.
- c. Notices of Adverse Benefit Determinations (NOABDs)
- a. In accordance with MHSUDS_IN_18-010E and any superseding BHINs, Contractor shall process NOABDs in accordance with applicable rules and regulations, including the following:
 - b. The Contractor shall provide a beneficiary with a NOABD under the following applicable circumstances:
 - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.
 - 2) The reduction, suspension, or termination of a previously authorized service.
 - 3) The failure to provide services and service request authorizations in a timely manner, as defined by DHCS.
 - 4) The failure to act within the required timeframes for standard resolution of grievances.
 - 5) The contractor has determined the beneficiary does not meet criteria for DMC-ODS services and would be referred to the Managed Care Plan or other appropriate system for substance use disorder services.
 - c. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 CFR 438.404(a); 42 CFR 438.10.)
 - d. Contractor agrees to log all issued NOABD forms and on a quarterly basis, and to forward to County's Grievance Coordinator all issued NOABD forms and the corresponding quarterly report via e-mail to BHQA@sonoma-county.org. Quarterly report is provided by Contractor to County via e-mail.
All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.
 - e. The Contractor shall retain copies of all NOABDs issued to beneficiaries in a centralized file accessible to the County.

- f. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to NOABDs so the County and DHCS may ensure that the Contractor is notifying beneficiaries in a timely manner.
 - g. Contractor shall include the appropriate County approved NOABD forms and attachments accompanying all NOABDs that are issued.
 - h. Contractor shall continue or reinstate any beneficiary benefits while an appeal or state fair hearing is pending subsequent to a NOABD.
- d. Provider Directory: Contractor will meet all provider directory requirements as specified in MHSUDS_IN_18-020 and any superseding BHINs. Contractor hereby authorizes County to include in County's Provider Directory the following information: Contractor's name, group affiliation, street address, telephone number, website URL, email address as appropriate, specialty, cultural and linguistic capabilities, services/modalities provided, populations served, whether Contractor's office has accommodations for people with disabilities, and if provider is accepting new beneficiaries. Contractor must also include required information for each rendering provider as specified. Contractor agrees to provide County 30 days advanced written notice of any changes to Contractor information listed above. Contractor shall post County's current Provider Directory (updated monthly) at all Contractor Sites. The Provider Directory is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.
- e. Access to Services: In accordance with BHIN 23-041 and any superseding BHINs, Contractor shall ensure that all services provided under this Agreement are available and accessible to beneficiaries in a timely manner. Contractor shall track beneficiary access to services using County approved version of Timely Access Data Tool (TADT) in SmartCare or any other data collection tool specified by DHCS. Timeliness requirements:
- i. Outpatient Substance Use Disorder Services– the provider must offer a first service appointment within 10 business days from request to appointment.
 - ii. Substance Use Services Opioid Treatment Program– the provider must offer an OTP appointment within 3 business days from request to appointment.
 - iii. Substance Use Services Residential – the provider must offer an Residential appointment within 10 business days from request to appointment.
 - iv. Non-Urgent Follow-up Appointments with a Non-Physician – Must be offered with a non-physician within 10 business days of the prior first service appointment.
 - v. Urgent Appointments - DHCS defines urgent as: When the beneficiary's condition is such that they faces an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process would be detrimental to the beneficiary's life or health or could jeopardize their ability to regain maximum function, decisions to approve, modify, or deny requests by providers prior to, or concurrent with, the provision of health care services to

enrollees, shall be made in a timely fashion appropriate for the nature of the enrollee's condition, not to exceed 72 hours.

- vi. Out of Network (OON) provider referrals – If provider will fail to meet timeliness requirements specified in i-iv or fail to make a referral to a mandated DMC-ODS service the provider does not provide directly they will reach out to DHS-BHD SUD Section Manager or designee within 1 business day to discuss the network need.
- f. Network Adequacy: Contractor shall submit Network Adequacy required data elements to County for DHCS submissions. Contractor as a DMC-ODS network provider will abide by the following regulatory requirements:
 - i. 438.206 (c)(1)(ii) Ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid FFS, if the provider serves only Medicaid enrollees
 - ii. 438.206 (c)(1)(iii) Make services included in the contract available 24 hours a day, 7 days a week, when medically necessary. Providers shall refer beneficiaries to Sonoma County's Drug Medi-Cal Organized Delivery System toll-free 24-hour access line at 1-800-870-8786 when unable to meet requirement themselves or with an alternative in network referral.
 - iii. §438.206 (c)(3) The ability of network providers to ensure physical access, reasonable accommodations, culturally competent communications, and accessible equipment for Medicaid enrollees with physical or mental disabilities.
- g. Contractor shall inform County when a beneficiary who resides in the Contractor's County is referred to and served by an out-of-county provider.
- h. Provider Credentialing and Re-Credentialing: The following section requires Contractor to comply with requirements outlined in MHSUDS_IN_18-019 and any subsequent BHINs that supersede it. The Contractor shall follow all DHCS uniform credentialing and re-credentialing policies and procedures. The Contractor must follow a documented process for the credentialing and re-credentialing of staff. Contractor shall only use licensed, registered, waived, and/or certified providers acting within their scope of practice for services that require a license, waiver, or registration.

38. Selection and Retention of Providers: The Contractor shall have written policies and procedures for selection and retention of providers.

- a. Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 CFR 438.12(a)(2).)
- b. The Contractor shall not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 CFR 438.12(a)(2).)

39. Drug and Alcohol Treatment Access Report (DATAR)

- a. Contractor shall submit a monthly DATAR report in an electronic copy format, as provided by DHCS.
- b. Contractor shall submit DATAR reports to DHCS by the 10th of the month following the report activity month.
- c. Contractor shall enroll and maintain enrollment in DHCS' web-based DATAR program for submission of data.
- d. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem before the established data submission deadline(s) by writing a secure, encrypted email to DHCS at SUDDATARSUPPORT@dhcs.ca.gov. The written notice shall include a Corrective Action Plan (CAP) that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld.
- e. For Perinatal Programs Only: Contractor when reaching or exceeding 90% of their dedicated capacity, will report this information to DHCSPerinatal@dhcs.ca.gov within 7 days of reaching capacity, and weekly each week continuing to exceed 90% capacity.

40. Evidence Based Practices

- a. Contractor shall implement two evidence-based practices including Motivational Interviewing and one more of the following: Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, Psycho-Education.
 - b. Contractor will attend and participate in Motivational Interviewing fidelity groups.
 - c. Contractor will implement 2nd evidence-based practice with County approved training and implementation plan and submit outcome and fidelity reports.

41. Care Coordination

- a. Contractor shall provide care coordination in order to ensure a client-centered and whole person approach to wellness including coordinating with medical and mental health providers, discharge planning, and coordinating with ancillary services as specified in BHIN 24-001 and any subsequent superseding notices.
- b. Contractor shall partner with correctional behavioral health providers and pre-release care managers within 14 days prior to release to implement behavioral health links including receiving referrals from correctional facilities in all counties as specified in BHIN 23-059 and the Policy and Operational Guide for Planning and Implementing the CalAIM Justice-Involved Reentry Initiative.

42. Residential Authorizations

- a. Contractor shall participate in development and annual revision of residential authorization policies and procedures.

- b. Contractor will consult with County regarding residential authorizations when appropriate

43. Member Access Number

- a. Shall set up afterhours mechanism to share information on the 24/7 toll free County Access Line for beneficiaries to contact and obtain information on accessing DMC-ODS services.

44. Beneficiary Handbook

- a. Contractors shall provide each beneficiary with a beneficiary handbook at first service.
- b. Contractor will mail a copy to mailing address, by email with beneficiary permission, by means of contractor's website, or by providing a paper copy in person.

45. Practice Guidelines

- a. Contractor shall adopt Sonoma County DMC-ODS Practice Guidelines.
- b. Contractor shall participate in consultation and revision of guidelines with network providers and County.
- c. Contractor will distribute guidelines to beneficiaries upon request

46. Early Periodic Screening, Diagnostic, and Treatment (EPSDT):

In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under section 1905(r) of the Act, the Contractor shall ensure that all beneficiaries under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under section 1905(a) of the Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate, and a participating DMC-ODS County is responsible for the provision of SUD services pursuant to the EPSDT mandate. Contractor will create referrals with warm handoffs for any medically necessary EPSDT DMC-ODS services that are not provided by Contractor.

47. ASAM Assessments

County approved ASAM versions shall be used for all level of care determinations in alignment with BHIN 23-068 and any superseding BHINs.

48. Performance Monitoring

- a. Contractor shall participate in annual reviews consistent with statues, regulations, and Article III.XX of County agreement with DHCS.
- b. Contractor shall implement corrective action plans to address identified deficiencies.

49. Quality Improvement Committee

Contractor shall send representation to attend and participate in monthly County Quality Improvement Committee meetings.

50. Provider Personnel

- a. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
 - i. Application for employment and/or resume.
 - ii. Signed employment confirmation statement/duty statement.
 - iii. Job description.
 - iv. Performance evaluations
 - v. Health records/status as required by the provider, AOD Certification or Cal. Code Regs., tit. 9.
 - vi. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries).
 - vii. Training documentation relative to substance use disorders and treatment.
 - viii. Current registration, certification, intern status, or licensure.
 - ix. Proof of continuing education required by licensing or certifying agency and program.
 - x. Provider's Code of Conduct.
 - xi. Documentation of completion of personnel requirements set forth in BHIN 21-001 for personnel providing detoxification checks.
- b. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body. The job descriptions shall include:
 - i. Position title and classification.
 - ii. Duties and responsibilities
 - iii. Lines of supervision
 - iv. Education, training, work experience, and other qualifications for the position
- c. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
 - i. Use of drugs and/or alcohol.
 - ii. Prohibition of social/business relationship with beneficiaries or their family members for personal gain.
 - iii. Prohibition of sexual contact with beneficiaries.
 - iv. Conflict of interest.
 - v. Providing services beyond scope.
 - vi. Discrimination against beneficiaries or staff.
 - vii. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff.
 - h. Protection of beneficiary confidentiality.
 - viii. Cooperate with complaint investigations.
- d. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:
 - i. Recruitment.
 - ii. Screening and Selection.

- iii. Training and orientation.
 - iv. Duties and assignments
 - v. Scope of practice.
 - vi. Supervision.
 - vii. Evaluation.
 - viii. Protection of beneficiary confidentiality.
- e. 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.

51. Cultural Competence Plan

Contractor shall comply with the provisions of the County’s Cultural Competence Plan and participate in the County’s efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contractor shall use professional skills, behaviors, and attitudes in its system that ensures its system and clients being seen in the system, will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the County’s Cultural Competence Plan by its employees, subcontractors, and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the County’s Cultural Competence Plan and complete any training provided by the Contractor or County.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor, and agent stating that they read the Cultural Competence Plan, completed the related training and agree to abide by its contents.

The County’s Cultural Competence Plan may be found here:
<http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

52. Compliance Certification

Contractor shall certify in writing that it has complied with the following elements of this Agreement:

- a. Agreement, Section 9.5: Conflict of Interest
- b. Agreement, Section 9.15: Sanctioned Employee or Subcontractor
- c. Agreement, Exhibit D: Privacy and Security Provisions
- d. Agreement, Exhibit F, Section 4: Licensure and Staffing
- e. Agreement, Exhibit F, Section 50: Cultural Competence Plan
- f. Agreement, Exhibit F, Section 7: Contractor Compliance Program
- g. Agreement, Exhibit F, Section 13: Disclosures (Ownership/Control & Convictions of Crimes)

Behavioral Health Contractor Compliance Certification

In accordance with Agreement Exhibit F, Section 52 (Compliance Certification), below are the required Certifications. Please review each Certification summary below and sign at bottom of page certifying acknowledgement of each statement.

Health Information Privacy & Security (Agreement, Exhibit D):

Contractor certifies that its employees, contractors and agents have been trained at the time of hire and annually thereafter on the privacy and security of protected health information consistent with HIPAA regulations. Contractor further certifies that they maintain evidence of training in the form of employee signature or acceptable electronic means.

Name of Contractor's HIPAA Privacy Officer: _____

Contractor's HIPAA Privacy Officer Phone Number: _____

Name of Contractor's HIPAA Security Officer: _____

Contractor's HIPAA Security Officer Phone Number: _____

Compliance Program (Exhibit F, Section 7):

Contractor certifies that at the time of hire, and annually thereafter, its employees, contractors and agents have read, acknowledge receipt, and attest that they will comply with all provisions of the Contractor's compliance program, pursuant to 42 CFR 438.608. Contractor further certifies that they maintain signed acknowledgment and attestation from each employee in form of employee signature or acceptable electronic means.

Name of Contractor's Compliance Officer: _____

Contractor's Compliance Officer Phone Number: _____

Cultural Competence Plan (Exhibit F, Section 50):

Contractor certifies that it and all its employees, contractors, and agents have received and read a copy of the latest edition of the County's Cultural Competence Plan, completed all training provided by County, and agree to abide by the provisions of the Cultural Competence Plan, which can be located here: <http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

Screening for Sanctioned Employee or Subcontractor - Excluded Provider Lists (Agreement, Section 9.15):

Contractor certifies that it does not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension, or exclusion of individuals or entities.

The following lists are to be checked prior to employment and monthly thereafter:

- a. Inspector General list of excluded individuals or entities, which can be found at: <http://exclusions.oig.hhs.gov/>;
- b. Medi-Cal list of suspended and ineligible providers, which can be found at: <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx>, and
- c. System of Awards Management exclusion list, which can be found at: <https://www.sam.gov/>.

The following lists are to be checked prior to employment:

- a. Social Security Death Master File, which can be found at: <https://ladmf.ntis.gov/>, and
- b. National Plan and Provider Enumeration System (NPPES), which can be found at: <https://nppes.cms.hhs.gov/#/>.

Licensure and Staffing (Exhibit F, Section 4):

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

Conflicts of Interest (Agreement, Section 9.5):

Contractor certifies that Contractor, Contractor's employees, Board of Directors, officers and/or immediate family have no interest, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement or conflicts with the law.

Disclosures - Conviction of Crimes/Ownership Interest of Greater than 5% (Exhibit F, Section 13):

Contractor certifies that it has disclosed to the County, in writing, the name, date of birth, and Social Security number of any person(s) who:

- a. has/have an ownership interest in the contractor of greater than 5%; and/or,
- b. is/are a managing employee/s of the contractor and has/have been convicted of a crime related to federal health care programs.

CONTRACTOR

Contractor/Entity Name: _____

Signature

Date

Printed Name and Title