



LASSEN COUNTY Health and Social Services Department

- HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277
- Adult Services**
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158
- Family Solutions/Wraparound**
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Mailing Address:
PO Box 1180
Susanville, California 96130

Date: April 14, 2026

To: Gary Bridges, Chairman
Lassen County Board of Supervisors

From: Tiffany Armstrong, Director
Lassen County Behavioral Health

Subject: First Amendment to the Agreement between Lassen County and Casa Serenity, LLC, to update the Community-Based Organization Master Contract and the Lobbying Restrictions and Disclosure Certification.

Background:

Lassen County Health and Social Services respectfully requests approval of the First Amendment to the Agreement with Casa Serenity to provide residential care services for Lassen County adults experiencing serious mental health conditions.

This First Amendment is administrative in nature and is necessary to ensure compliance with updated County requirements. Specifically, the amendment will incorporate the updated Community-Based Organization Master Contract and the Lobbying Restrictions and Disclosure Certification.

These updates are standard provisions intended to maintain alignment with current County policies and regulatory requirements. There are no changes to the scope of work or compensation associated with this agreement as a result of this amendment.

Fiscal Impact:

This Agreement will be paid from Behavioral Health Fund/Budget No. 110/0751 and Mental Health Services Act Fund/Budget No. 164/7520.

Action Requested:

1) Approve the First Amendment to the Agreement with Casa Serenity, LLC, and 2) Authorize the County Administrative Officer or Designee to execute the Amendment.

ATTACHMENT G

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
CASA SERENITY, LLC**

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT

Mental Health and Substance Abuse Treatment Additional Terms and Conditions of Program and Performance

- A. CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PI) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328.
- B. All work performed under this Agreement is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and county shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.
- C. CONTRACTOR shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above.
- D. CONTRACTOR shall submit a tracking report of training attendance to the COUNTY Compliance Officer or designee by June 30 of every year to demonstrate that training of all staff and management has been completed.
- E. CONTRACTOR shall have a secure email system and ensure that staff members abide by the COUNTY (HIPAA Policy and Procedure Overview HSS 11-04), CONTRACTOR shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, CONTRACTOR shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days.
- F. CONTRACTOR shall ensure that workforce members are trained on how to safeguard the password information.
- G. CONTRACTOR shall follow state and federal guidelines pertaining to breaches of confidentiality. CONTRACTOR agrees to hold COUNTY harmless for any breaches or violations arising from the actions or inactions of CONTRACTOR, their staff, and SUBCONTRACTORS. Please see the **HIPAA Breach Reporting Policy HSS 11-02**.
- H. CONTRACTOR shall provide necessary client information to any other service provider within the COUNTY System and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this

system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client.

- I. CONTRACTOR shall obtain clients informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other COUNTY service providers.
- J. CONTRACTOR shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PI to those who are outside the COUNTY system of services except as otherwise provided by law. In accordance with the law, CONTRACTOR shall disclose to appropriate treatment providers information concerning clients served pursuant to this agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

K. Trading Partner Requirements:

- 1. No changes. CONTRACTOR agrees that for personal health information, it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HSSTransaction Standards Regulation (45 CFR 162.915 (a))).
- 2. No additions. CONTRACTOR hereby agrees that for the information, it will not add any data elements or segments to the maximum data set as prescribed in the HHS Transaction Standards Regulations (45 CFR 162. 915 (b)).
- 3. No Unauthorized Uses. CONTRACTOR hereby agrees that for the information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
- 4. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the information, it will not change the meaning or intent of any of the HHS Transaction Standards implementation specification (45 CFR 162.915 (d)).

L. Concurrence for Test Modifications to HHS Transactions Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

M. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers. CONTRACTOR has obligation to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

N. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS and or COUNTY. Also, transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When CONTRACTOR is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other

pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

O. Code Set Retention

CONTRACTOR understand and agree to keep open code sets being processed or used in this CONTRACT for at least the current billing period or any appeal period whichever is longer.

P. Data Transmission Log

CONTRACTOR shall establish and maintain a Data Transmission Log which shall record any and all Data Transmission taking place between the Parties during the term of this CONTRACT. CONTRACTOR will take necessary and reasonable steps to ensure that such data transmission logs constitute a current, accurate, complete and unaltered record on any and all Data Transmission between the parties, and shall be retained by each party for no less than twenty-four (24) months, following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that if its is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

II. Maintenance of Records:

- A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the **Health and Social Services Record Storage and Retention Policy and Procedure HSS 06-01 Revision 3**, Records shall contain sufficient detail to make it possible for contracted services to be evaluated.
- B. CONTRACTOR shall permit authorized COUNTY personnel to make periodic inspections of the records. CONTRACTOR shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement.
- C. CONTRACTOR shall, as defined in Section 14043.1, shall keep and maintain records of each service rendered under the Medi-Cal program or any other health care program administered by the department or its agents or contractors, the beneficiary or person to whom rendered, the date the service was rendered, and any additional information as the department may by regulation require.
 - Records required to be kept and maintained under this section shall be retained by the provider for a period of **10 years** from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations.
 - CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230(c)(3).

III. Patient Rights:

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

IV. General Supervision:

Services shall be under the general supervision of the Director of LCBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

V. Enrollment:

- A. All CONTRACTORs that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, Partnership Health) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter.
- B. CONTRACTOR shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, Partnership Health, or other sources of payment, such as private insurance. CONTRACTOR is responsible for the verification of benefits.
- C. CONTRACTOR shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

VI. Materials and Presentations:

CONTRACTOR shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this Agreement, to COUNTY.

VII. Organizational Staffing:

- A. CONTRACTOR shall have, maintain, and provide to COUNTY upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.
- B. CONTRACTOR shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.
- C. CONTRACTOR shall provide COUNTY with an updated list of key contacts within its organization by **March 15** of the fiscal year. CONTRACTOR shall notify COUNTY of any changes in the following positions, or the equivalent positions within CONTRACTOR's organizational structure.
- D. COUNTY reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.
- E. CONTRACTOR shall not sub-contract unless agreed upon by COUNTY.
 - a. For the purposes of this agreement the term CONTRACTOR shall include any County approved SUBCONTRACTORS.

- b. If CONTRACTOR has been granted permission to utilize the services of a sub-contractor by COUNTY, CONTRACTOR will be held liable to ensure that Sub-contractor adheres to all components of this Agreement.
- c. COUNTY reserves the right to address any violations of this Agreement with the CONTRACTOR and sub-Contractor. If applicable, COUNTY retains the right to take legal action.

VIII. Administrative and Program Standards:

- A. CONTRACTOR shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.
- B. CONTRACTOR shall monitor for a triggering of recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Statewide Planning Unit, Master Provider File Team at DHCSMPF@dhcs.ca.gov within two business days of notification or discovery.
- C. CONTRACTOR shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - a. A Licensed physician shall determine whether SUD services are medically necessary based on Title 22, Section 51303.
- D. CONTRACTOR shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to: Standards of Practice for Substance Use Programs – CONTRACTOR shall comply with applicable standards in areas including, but not limited to:
 - a. **Title 9: Mental Health**
 - b. **California Department of Health Care Services (DHCS) Alcohol and Other Drug Standards;**
 - c. **DHCS Perinatal Services Guidelines;**
 - d. **DHCS Youth Treatment Guidelines;**
 - e. **County Practice Guidelines;**
 - f. **Title 9: Driving Under the Influence;**
 - g. **Title 22: Drug Medi-Cal;**
 - h. **Title 42 CFR;**
 - i. **Special Terms and Conditions (STCs) for California's Medi-Cal 2020 section 1115(a) Medicaid Demonstration**

- j. **Substance Abuse Prevention and Treatment Block Grant; and/or Center for Substance Abuse Prevention (CSAP).**
 - k. **Applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.**
- E. Americans with Disabilities Act** – CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
- F. Charitable Choice** – CONTRACTOR shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by CONTRACTOR must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. CONTRACTOR shall inform the County if it is faith-based. If CONTRACTOR identifies as faith-based, CONTRACTOR shall:
- Submit to COUNTY a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
 - Include a copy of this policy in its client admission forms;
 - Notify the LCBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
 - Ensure client contacts the alternate provider to which he or she is referred.
 - Please see policy **BH# 18-17 SUD Clients and Religious Objections.**
- G. Criminal Background Checks and Fingerprinting** -CONTRACTOR agrees to consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.
- H. Ownership Interest** - CONTRACTOR shall ensure that any person with a five percent or more direct or indirect ownership interest in CONTRACTOR's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42CFR 455.434(b)(1) and (2).
- I. Fraud, Waste and Abuse**- CONTRACTOR shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse.
- a. CONTRACTOR shall be responsible for tracking and monitoring that staff and management have completed the Compliance training and shall submit a tracking report to the Health and Social Services Compliance Officer by June 30 of every year.
 - b. CONTRACTOR shall also submit an attestation to the Health and Compliance Officer or designee that each employee has signed a code of conduct within the first month of employment and then every 12 months.

- c. Provision for the Contractor's suspension of payments to a network provider for which the Department determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.
- d. CONTRACTOR shall establish a mechanism to verify whether services were actually furnished to beneficiaries according to 42 CFR 455.1(a)(2).

I. Culturally and Linguistically Appropriate Services (CLAS) – CONTRACTOR shall implement each of the National Standards for CLAS in Health and Health Care.

- a. CONTRACTOR shall complete and submit to COUNTY an electronic survey regarding their implementation of CLAS by March 15 of the current fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.
- b. The Dymally-Alatorre Bilingual Service Act of 1973, Gov. Code 7290-7298, requires state and local agencies serving a substantial number of non-English speaking people to employ a sufficient number of qualified bilingual staff in public contact positions and to translate documents explaining available services into their client's language, The Bilingual Services Program of the California Department of Human resources (CalHr) is responsible for ensuring state agencies comply with the Act. All CONTRACTORS will take the Dymally-Alatorre training while onboarding and every year thereafter.
- c. 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 CFR92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

J. Drug-Free Workplace – CONTRACTOR shall comply with Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. CONTRACTOR shall provide a drug-free workplace in accordance with Government Code Section 8355.

K. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances - CONTRACTOR shall not use funds that promotes the legalization of any drug or other substances. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

L. Non-Discrimination in Services and Employment – Under the laws of the United States and the State of California, CONTRACTOR shall not unlawfully discriminate against any person on the basis of race, color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political activities or affiliation; or military or veteran status.

- 1. For the purpose of this CONTRACT, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise

eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

2. CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person.

A. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

B. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No federal funds shall be used by the CONTRACTOR or its for sectarian worship, instruction, or proselytization. No federal funds shall be used by the CONTRACTOR or its SUBCONTRACTOR to provide direct, immediate, or substantial support to any religious activity.

Additional Contract Restrictions

- A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this CONTRACT or terminate all, or any type, of funding provided hereunder.
- B. This CONTRACT is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this CONTRACT in any manner.
- M. **Smoke-Free Workplace Certification** – Public Law 103-227, also known as the Pro- Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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, 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 WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
 - By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.
- N. **Timeliness of Services** – CONTRACTOR shall ensure that services are provided in accordance with LCBH timeliness standards for access to services. COUNTY shall take corrective actions against CONTRACTOR if they fail to comply with network provider
- O. **Trafficking Victims Protection Act of 2000** – CONTRACTOR and SUBCONTRACTORS shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (Title 22, Chapter 78, Section 7104). All CONTRACTORS will take the Human Trafficking training while onboarding and every year.
- P. **Lanterman Petris Short (LPS) Conservatorship.** CONTRACTOR shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship.
 - CONTRACTOR shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.
- Q. **Drug Medi-Cal** – CONTRACTOR shall ensure staff receive training on the DMC-ODS requirements, at least annually. CONTRACTOR shall require staff to be trained in ASAM criteria prior to providing services. required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

IX. Licenses, Permits and Certificates:

____ County Initials
Casa Serenity Amend v.1 26.27

10

____ Contractor Initials

CONTRACTOR shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, and certificates required by all applicable federal, state, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

X. Quality Assurance (QA):

- A. CONTRACTOR shall comply with COUNTY's **Consumer Grievance and Appeal Policy BH# 18-27**. CONTRACTOR shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of COUNTY's Informing Materials pertaining to Consumer Rights. **BH# 18-73 Beneficiary Rights**.
- B. CONTRACTOR shall submit reports per the COUNTY **Unusual Occurrences and Death Reporting Policy BH #21-25** within **72 hours** of knowledge of the event and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.
- C. CONTRACTOR shall comply with the formalized case review policies from COUNTY. See policy **BH# 18-71 Utilization Management**.
- D. CONTRACTOR shall ensure that staff providing services under this Agreement, both clinical and non-clinical, are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs or on the Medi-Cal Exclusion List.
 - a. CONTRACTOR shall notify COUNTY of changes in non-clinical and clinical staffing.
 - b. CONTRACTOR is responsible for performing exclusion list checks prior to hiring a potential employee.
 - c. CONTRACTOR shall complete and submit the COUNTY Monthly Staff Change on a monthly basis to attest that all staff changes have been submitted to COUNTY. See policy **BH# 18-26 Verification of Staff, Contact Providers and Applicants Exclusion & Status Lists**.
- E. CONTRACTOR shall be responsible for knowing and implementing the policies from COUNTY. Email communications may be made to notify providers of periodic updates and changes made to COUNTY policies.
 - a. CONTRACTOR shall have and maintain a QA Plan that meets the requirements of the COUNTY. This plan shall be available on-site for review by COUNTY and include CONTRACTOR's policies and procedures on such QA topics. See policy **BH# 18-69 Quality Improvement Program**.
- F. CONTRACTOR shall be responsible for informing the COUNTY of any changes to CONTRACTOR's contact person and/or lead QA contact person and their contact information including email address to receive notices from COUNTY.
 - a. CONTRACTOR shall regularly verify consumer's contact information and update COUNTY records for purposes of service verification.
- G. CONTRACTOR shall be responsible for verifying the credentials and licensing of their staff and employees as contained in COUNTY, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and CONTRACTOR shall familiarize themselves and comply with the waiver requirements.

- a. CONTRACTOR shall assure professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.
 - b. CONTRACTOR shall assure professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.
 - c. CONTRACTOR shall assure non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.
 - d. COUNTY has the right to request CONTRACTOR credential log or records and CONTRACTOR personnel record files to verify CONTRACTOR credentialing process and applicable credentials of staff. **BH# 18-26 Verification of Staff, Contact Providers and Applicants Exclusion & Status Lists.**
- H. CONTRACTOR shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by CONTRACTOR meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services.
- a. CONTRACTOR shall comply with policies related to the Utilization Management Program of COUNTY as set forth in COUNTY policies.
- I. CONTRACTOR, or lead QA staff shall attend the following train-the-trainer training provided by COUNTY: Clinical Documentation Training on a regular basis, CONTRACTOR shall in turn provide similar trainings to its staff.
- J. CONTRACTOR shall notify Medi-Cal beneficiaries of their rights to appeal an action by COUNTY or a COUNTY-contracted provider, collectively referred to as the Mental Health Plan (MHP) in accordance with the COUNTY Notice of Adverse Benefit Determination (NOABD) for Medi-Cal Beneficiaries Policy when the MHP:
- Assesses a Medi-Cal beneficiary and determines that the beneficiary does not meet medical necessity criteria and no specialty mental health services will be provided;
 - Denies or modifies a provider's request for payment authorization for a specialty mental health service;
 - Denies or modifies the provider's request for payment authorization for a specialty mental health service already received by the beneficiary;
 - Does not provide the resolution of a grievance, appeal or expedited appeal within the required timeframes; and/or
 - Does not provide timely services based on the MHP's established standards.

- See Policy **BH# 18-36 Notices of Adverse Benefit Determination.**
- K. CONTRACTOR shall cooperate with the COUNTY in any review and/or audit initiated by COUNTY, the California Department of Health Care Services, or any other applicable regulatory body.
- If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time.
- L. CONTRACTOR shall train to the Culturally and Linguistically Appropriate Services (CLAS) Standards and submit a training log to the COUNTY quarterly. **BH# 18-21 Meeting Consumer Cultural and Linguistic Needs.**
- M. CONTRACTOR shall make available, for purposes of an audit, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- N. CONTRACTOR shall be responsible of any audits that occur **10 years** from the final data of the contract period or from the date of completion of any audit, whichever is later.
- O. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the MHP shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the MHP, or another MHP.

XI. Continuity of Services:

CONTRACTOR shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

XII. Program Modification:

CONTRACTOR shall secure the prior written approval of the Director of LCBH, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to COUNTY in writing.

XII. Compliance with Contract Provisions:

CONTRACTORS not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to COUNTY approval. The cost of the plan of correction shall be borne by the CONTRACTOR/Provider. Failure to address identified issues may lead to further action by COUNTY personnel up to and including program termination.

XIII. Medi-Cal Administrative Activities (MAA):

CONTRACTORS reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Lassen County and the State of California.

XV. Prohibitions Regarding Use and Messages Related to Alcohol and Illicit Drugs:

CONTRACTOR shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs, and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event which is sponsored by, or on behalf of, CONTRACTOR.

CONTRACTOR agrees that information produced through these funds, and which pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program. Additionally, no aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (Health and Safety Code Section Division 10.7, Chapter 1429, Section §11999). CONTRACTOR agrees to enforce these requirements (11999-11999.3) by signing this Agreement. Please see section §11999-11999.3 below. By signing this enclosure, CONTRACTOR, will require its SUBCONTRACTORS to comply with these requirements.

Cal. Health & Safety Code §11999.

The Legislature finds and declares all of the following:

(a) The Legislature has established various drug- and alcohol-related programs which provide for education, prevention, intervention, treatment, or enforcement.

(b) The Legislature has classified certain substances as controlled substances and has defined the lawful and unlawful use of controlled substances which are commonly referred to as, but not limited to, anabolic steroids, marijuana, and cocaine.

(c) The Legislature has classified certain substances as imitation controlled substances which are commonly referred to as, but not limited to, designer drugs.

(d) The Legislature has determined that the possession with the intent to be under the influence, or being under the influence of toluene, or any substance or material containing toluene, or any substance with similar toxic qualities, is unlawful. Some substances or materials containing toluene, or substances with similar toxic qualities are commonly referred to, but not limited to, inhalants such as cement, glue, and paint thinner.

(e) The Legislature has determined that the purchase, possession, or use of alcohol by persons under 21 years of age is unlawful.

(f) Public and private agencies that provide information pertaining to the drug- and alcohol-related programs provide mixed messages and misinformation relating to the unlawful use of drugs and alcohol. It is the intent of the Legislature that the messages and information provided by the drug and alcohol programs promote no unlawful use of any drugs or alcohol. Mixed messages mean communications discussing how to use or when to use unlawful drugs or alcohol.

(g) Any material, curricula, teachings, or promotion of responsible use, if the use is unlawful, of drugs or alcohol is inconsistent with the law.

(h) The "no unlawful use" message applies to all drug and alcohol programs for the people of the State of California. These materials are to teach and promote that any unlawful use of drugs and alcohol is illegal and dangerous.

Cal. Health & Safety Code §11999.2.

(a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in

written materials that there shall be no unlawful use of drugs or alcohol. 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.

(b) All aspects of a drug- or alcohol-related program shall be consistent with the “no unlawful use” message, including, but not limited to, program standards, curricula, materials, and teachings.

These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision making skills, and other preventive concepts consistent with the “no unlawful use” of drugs and alcohol message.

(c) The “no unlawful use” of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.

(d) This section does not apply to any program funded by the state that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use.

Cite as: Cal. Health & Safety Code §11999.3.

(a) A state agency that distributes state funds to an entity, whether public or private, for a drug- or alcohol-related program shall establish and provide guidelines and procedures for the entity to use to ensure compliance with this division. If the drug or alcohol program fails to satisfy the guidelines adopted by the state agency, the drug or alcohol program shall not receive state funds from the state agency. A state agency that provides or develops drug- or alcohol-related programs shall also comply with this division.

(b) Each state and local agency which distributes funds shall establish a reasonable time frame for each program to comply with the requirements of this division.

(c) A drug- or alcohol-related program that receives state funds from a local agency shall file with the local agency which distributes the state funds a written assurance signed by the person responsible for operating the drug- or alcohol-related program stating all of the following:

(1) The person understands the requirements of Section §11999.2.

(2) The person has reviewed those aspects of the program to which Section §11999.2 applies.

(3) Those aspects of the program to which Section §11999.2 applies meet the requirements of Section §11999.2.

(d) Every state or local agency distributing funds to which this division applies shall provide a process for appealing a determination to deny or terminate funding to a drug- or alcohol-related program based upon noncompliance with the requirements of this division. When funding is allocated to counties for distribution to local agencies, the director of the state agency distributing the funds shall develop and distribute to counties guidelines for the development of a local appeals process.

(e) A local agency which receives state funds from a state agency for establishing a drug- or alcohol-related program and which has discretionary authority for how the local agency spends the state funds, shall consider the requirements of Section §11999.2 in establishing the drug- or alcohol-related program.

(f) School district personnel who have authority to select and purchase instructional materials, curricula, or both, for the purpose of teaching drug or alcohol use prevention, or both, shall follow the requirements specified in Section §11999.2.

XVI. Drug Medi-Cal (DMC) Beneficiary Benefit -Full Payment:

- A. CONTRACTOR shall accept proof of DMC eligibility as payment in full for drug treatment services in accordance with Title 22 CCR 51341.1(h)(7). Except where share of cost, as defined in Section 50090, is applicable, CONTRACTOR shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered.
- B. CONTRACTOR shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.
- C. COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to the Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date: Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, Contractor shall furnish to COUNTY such financial information as in the judgement of the County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as the reasonable value of the services rendered by CONTRACTOR, the decision if the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law ore equity.
- D. CONTRACTOR may terminate its services under the Agreement upon (30) thirty business days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided.
- E. COUNTY will notify DHCS within (30) thirty business days of any CONTRACTORS and/or SUBCONTRACTOR contract termination.

XVII. Termination

- A. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
 - a. CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.
 - b. COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work

accomplished to date; Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

- c. CONTRACTOR may terminate its services under this Agreement upon thirty (30) thirty business days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided.
- d. COUNTY will notify DHCS within (30) thirty business days of any CONTRACTORS and/or SUBCONTRACTOR contract termination.

XVIII. Compliance with Contract Provisions:

CONTRACTOR(s) not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to COUNTY approval. The cost of the plan of correction shall be borne by the CONTRACTOR/Provider. Failure to address identified issues may lead to further action by COUNTY up to and including program termination.

- All CONTRACTORS and/or sub-CONTRACTORS shall submit a 700 form to the COUNTY no later than March 30 of every year.

XVI. Residential, Transitional and Recovery Residence Programs:

Guidelines for Residential, Transitional and Recovery Residence Programs. COUNTY staff will follow best practices and will monitor such an individual, if placed, monthly either by phone or in person.

- COUNTY staff will monitor the individual during the entire stay in the program.
- COUNTY staff will receive all treatment documentation on the individual while in residential program.
- COUNTY staff will monitor the provider to make sure they are following the ASAM standards.

XX. Requirements for Substance Abuse Prevention and Treatment Block Grant Funds:

A. Individuals presenting at a program site must be provided treatment within **14 days** after an individual request's treatment. If that requirement cannot be met, "interim services" must be provided within 48 hours in the form of counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), risks of needle sharing, risks of HIV and TB transmission, steps to reduce the transmission of HIV and TB, and referral for HIV and TB services if necessary. In addition, interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus and referral, if necessary for prenatal care.

B. CONTRACTOR shall provide all intravenous drug users (IVDU) must be admitted to treatment within 48 hours of seeking services.

C. CONTRACTOR shall follow treatment preference:

- (1) pregnant injecting drug users,
- (2) pregnant substance abusers,
- (3) injecting drug users, and
- (4) all others.

D. CONTRACTOR shall maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.

E. CONTRACTOR shall provide programs providing Intravenous drug users (IVDU) treatment or services to pregnant women are required to do outreach activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

F. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo SUD treatment (42 USC 300x-23 (45 CFR 96.126(e)). This includes:

- a. Selecting, training and supervising outreach workers;
- b. Contacting, communicating and following-up with high-risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
- c. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
- d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- e. Encouraging entry into treatment.

XXI. Perinatal Services Guidelines:

Perinatal programs are programs which serve women who are pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. Parenting also includes a woman who is attempting to regain legal custody of her child(ren). All programs receiving Perinatal State General Funds, Perinatal State Match to Drug Medi-Cal or Federal Perinatal Set Aside funding must adhere to the requirements in the State of California Perinatal Services Network Guidelines.

A. For billing purposes: Only services to pregnant or post-partum women (60 days) are reimbursable through Medi-Cal.

These perinatal programs must:

1. Provide admission priority for all women in the following order:
 - a. pregnant injection drug users;
 - b. pregnant substance users;
 - c. parenting injection drug users; and
 - d. parenting substance users.

The following services/activities must be provided or arranged for:

2. Women-specific treatment and therapeutic interventions which address:
 - a. issues of relationships,
 - b. sexual and physical abuse, and
 - c. parenting

3. CONTRACTOR shall provide sufficient case management to ensure that women and their children have access to primary medical care, pediatric care and other needed services.

4. CONTRACTOR shall provide primary medical care for women and children that includes referrals for prenatal care and the monitoring of client's participation in prenatal care; pediatric care for dependent children that includes immunizations. Parents and/or staff may initiate medical and pediatric services for themselves and for their children.
5. CONTRACTOR shall provide transportation to and from treatment sites and to and from ancillary services for women and children who do not have their own transportation.
6. CONTRACTOR shall provide child care for participants' children while women are participating in on-site treatment program activities and off-site ancillary services.
 - a. child care must be on-site for participants' children between birth and 36 months while moms are participating in the program with direct staff supervision on-site. Activities may include efforts to address children's developmental needs, sexual and physical abuse and neglect issues.
 - b. child care may be provided on-site or off-site (at licensed or licensure-exempt child care) for participants' children who are between 37 months and 12 years of age.
7. Education that includes:
 - a. educational/vocational training and life skills resources;
 - b. TB and HIV education and counseling;
 - c. Education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and
 - d. Parenting skills building and child development information.

Additional Provisions

8. Where collaborations exist with providers of children's services (i.e. EPSDT providers), CONTRACTOR Substance Abuse Disorder (SUD) staff are required to establish, maintain and support ongoing relationships and to facilitate children and moms to receive therapeutic intervention services anywhere they are located (i.e. treatment facility, licensed childcare center, etc.)
9. The care of perinatal women and their children is a collaborative effort of the Substance Abuse Treatment system and other entities such as Social Services, Criminal Justice, early childhood mental health providers (EPSDT providers) and therefore, critical that all CONTRACTORS SUD providers employ clear, honest and ongoing communication with the representatives of these entities.

A list of examples includes, but is not limited to, the following:

- Child Welfare Workers have access to their clients (adult and children) at all times;
- Decisions about discharge and transition are discussed and jointly arranged to ensure smooth transitions before they occur;
- Child Welfare Workers are provided information about any concerns regarding parenting, even if they fall short of requiring a mandated report.

This helps everyone understand the true concerns and issues affecting moms and children and serves to facilitate the optimal delivery of services.

10. CONTRACTOR shall provide support and encourage clients' progression toward autonomy and independence as they work toward transition.

11. As mandated reporters, CONTRACTOR SUD providers must report any allegations of abuse to Child Protective Services or law enforcement. This information should be reported to the case-carrying worker as well.

XXII. Debarment and Suspension Certification

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, the CONTRACTOR, its principals, and any named and unnamed SUBCONTRACTOR:

- Is not on the government wide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p 235);
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending;
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years;
- Comply with applicable federal debarment and suspension regulation, in addition to the requirements set forth in 42 CFR part 1001;
- Department of Health Care Services has the right to withhold payments, disallow costs or issues a Corrective Action Plan, as appropriate, pursuant to HSC Code 11817.8 (h); and
- Exceptions will not necessarily result in denial of award, but will be considered in determining CONTRACTOR responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

XXIII. Minimum Quality Drug Treatment Standards for Drug Medi-Cal

Compliance with the following Minimum Quality Treatment Standards is required in addition to CCR Title 9 and 22 regulations for all SUD treatment programs either partially or fully funded through DMC. If conflict between regulations and standards occurs, the most restrictive shall apply.

A. Personnel Policies

1. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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) Cooperate with complaint investigations.

4. CONTRACTORS programs that 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. CONTRACTORS 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. **BH# 18-75 Minimum Quality Treatment Standards.**

B. Program Management

1. Admission or Readmission

a) CONTRACTOR programs 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR progress notes shall document the beneficiary's progress toward completion of activities and achievement of goals on the treatment plan.

D. CONTRACTOR discharge documentation shall be in accordance with CCR Title 22 51341.

i. A copy of the discharge plan shall be given to the beneficiary.

XXIV. Restriction on Distribution of Sterile Needles

None of the funds available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 202 of the Controlled Substances Act (21 USC 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

XXV. Counselor Certification

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

XXVI. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB).

- A. Routinely make available TB services to individuals receiving treatment
- B. Reduce barriers to patients accepting TB treatment
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

XXVII. Hatch Act

CONTRACTOR who work in connect with federally funded programs or receive any federally funds shall follow the Hatch Act of 1939 (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III). Hatch Act limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

XXVII. Tribal Communities and Organization

CONTRACTOR shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. CONTRACTOR shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

XXIX: Restriction on Distribution of Sterile Needles

No SABG funds shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

XXX: Marijuana Restrictions

Grant funds may not be used directly or indirectly to purchase, prescribe or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See 45 CFR 75.300(a) and 21 UCS 812 (c) (10) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigation new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

XXXI: Adolescent Best Practices Guidelines

CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under the Enclosure. The Adolescent Best Practices Guidelines can be found at Adolescent Best Practices Guide OCTOBER 2020 (ca.gov)

XXXII. Board of Behavioral Sciences and Other Licensing Board

CONTRACTOR and SUBCONTRACTORS will follow all laws and regulations according to their license and discipline. CONTRACTOR will be in communication with COUNTY prior to termination of a SUBCONTRACTOR. CONTRACTOR will work with COUNTY regarding the transition of caseload and notification to clients.

XXXIII. FINANCIAL TERMS

A. 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 Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.

b. 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.

c. The maximum financial obligation of the COUNTY under this Agreement shall not exceed what is listed in the contract per fiscal year, which is not a guaranteed sum but shall be paid only for services actually rendered.

B. CLAIMING

a. CONTRACTOR shall enter claims data into the COUNTY billing and transactional database system within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing

Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> , as from time to time amended.

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

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

C. INVOICING

a. CONTRACTOR shall invoice COUNTY for services monthly, in arrears, in the format directed by COUNTY. Invoices shall be based on claims entered into the COUNTY billing and transactional database system for the prior month.

b. Invoices shall be provided to COUNTY within **15 days** after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, COUNTY shall make payment within 30 days.

c. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY billing and transactional database multiplied by the service rates.

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

D. 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 of CONTRACTOR.

b. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the 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 CONTRACTOR failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

E. 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.

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.

F. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

____ County Initials
Casa Serenity Amend v.1 26.27

25

____ Contractor Initials

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.

XXXIV. CONTRACTOR SUBMISSION TIMETABLE

The following timetable outlines the required submissions by the CONTRACTOR under the Boilerplate Contract.

Due Date / Frequency	Submission Requirement
Monthly	Monthly Staff changes tracking
June 30th	Tracking report of Training completed for all staff and management
March 15th	Updated List of Key contacts
March 15th	Electronic Survey regarding implementation of CLAS and completion of cultural competency training
March 15th	700 forms for all CONTRACTORS and SUB-CONTRACTORS
Within 6 months of end of audit year	Financial audit report with all attachments, management letter, and response *
As needed	Attestation that each employee has signed Code of Conduct the first month of employment and every 12 months**
As needed	Reporting of triggering of recertification events to County and to DHCS
As needed	Reporting of knowledge of Unusual Occurrences and Death (per BH 24-04) within 72 hours
As needed	Fingerprints and criminal background check for any person with 5% or more direct or indirect ownership in CONTRACTOR organization within 30 days of request from DHCS or CMS
As needed	30 Day Written notice to County if terminating agreement. County shall notify DHCS within 30 days of termination

Invoices shall be provided to County within **15 days** after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

* Contractors may have different audit years. For consistency, tracking may be standardized to a fiscal year with a common due date, or alternatively monitored to ensure no more than one year passes since the last report submission.

** Yearly attestation preferred: all staff must sign the Code of Conduct within the first month of employment and re-sign within the previous Fiscal Year. Otherwise, this can be included in monthly staff tracking.

END ATTACHMENT G

ATTACHMENT H

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
CASA SERENITY, LLC**

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Lobbying Restrictions and Disclosure Certification

CONTRACTOR shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of the 31, United States Code. Also known as Byrd Anti-Lobbying Amendment (31 UCS 1352).

I. Certification and Disclosure Requirements

A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or sub-grant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall inform LCBH that the recipient has not made, and will not make, any payment prohibited by II. Prohibition of this provision.

B. Each recipient shall file a disclosure if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under II. Prohibition of this provision if paid for with appropriated funds.

C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person. An event that materially affects the accuracy of the information reported includes:

i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

D. Each person (or recipient) who requests or receives from a person of this provision a contract or agreement, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

END ATTACHMENT H