



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: July 07, 2026

To: Gary Bridges, Chairman
Lassen County Board of Supervisors

From: Tiffany Armstrong, Director
Behavioral Health

Subject: Agreement between Lassen County and The Echo Group for Electronic Clinical Record and Accounting application programs for the term of July 1, 2026, to June 30, 2027.

Background:

The Behavioral Health Department respectfully requests your approval of an agreement between Lassen County Behavioral Health and The Echo Group for the provision of electronic clinical record and accounting application program services.

The Echo Group provides an integrated electronic health record (EHR) and financial management system specifically designed to meet the operational and regulatory needs of behavioral health agencies. This system supports clinical documentation, treatment planning, appointment scheduling, billing, claims processing, financial management, reporting, and compliance with state and federal requirements. The software is essential to the department's daily operations and enables Behavioral Health to maintain accurate client records, efficiently process Medi-Cal and other third-party claims, and meet required documentation and reporting standards.

Approval of this agreement will ensure the continued availability of a secure, reliable, and compliant electronic health record and accounting system that supports quality patient care, protects confidential health information, and promotes operational efficiency. Continued use of this system is critical to maintaining uninterrupted behavioral health services and maximizing reimbursement for eligible services.

Fiscal Impact:

This Agreement will be paid from Behavioral Health Fund/Budget No.110/0751 and Mental Health Services Act Fund/Budget No. 164/0752 with a Maximum Contract Amount not to exceed \$61,250.

Action Requested:

1) Approve the Agreement with The Echo Group, and 2) Authorize the County Administrative Officer to execute the agreement.

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
THE ECHO GROUP**

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and The Echo Group, a for profit corporation headquartered in Birmingham, Alabama (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has a need for the ability to track expenditures, revenues and clinical information on multiple levels; and

WHEREAS COUNTY has a need to produce timely management and clinical reports; and

WHEREAS COUNTY has determined that it needs to implement separate Electronic Clinical Record and Accounting software applications in order to meet these needs; and

WHEREAS COUNTY has a need for installation and training of such software system; and

WHEREAS CONTRACTOR has a strong background in Electronic Clinical Record products and services, Fund Accounting and Government Accounting and is able to provide consultation and training to develop systems to track expenditures, revenues and clinical information on multiple levels; and

WHEREAS CONTRACTOR has the ability to meet the needs of separate Electronic Clinical Record and Accounting application programs,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 2026 through June 30, 2027.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. COUNTY shall:

____ County Initials
The Echo Group v.1 26.27

Contractor Initials ____

- 4.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tiffany Armstrong, Director, Behavioral Health, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Kelley Blair, Chief Operating Officer, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Echo Travel Expense Reimbursement
- Attachment F – Community Based Organization Master Contract
- Attachment G – Lobbying Restrictions and Disclosure Certification

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: _____

By: _____

Kristen Aleksa
Chief Customer Officer
The Echo Group

COUNTY

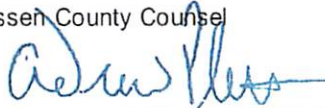
Dated: _____

By: _____

Maurice Anderson
County Administrative Officer

Approved as to form:

Lassen County Counsel



Andrew Plett

ATTACHMENT A
AGREEMENT BETWEEN
LASSEN COUNTY
AND
THE ECHO GROUP
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1 The CONTRACTOR will maintain application, database, and report servers adequate for COUNTY to operate ShareCare™ software.

Hosting of the application, database and report servers will include:

Maintenance of the application databases, including indexes, stored procedures and triggers;

- TCP/IP communications linkages accessible to COUNTY via the Internet;
- Adequate data storage capacity for application software operation;
- Network Monitoring;
- A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each CONTRACTOR workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included;
- Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization. CONTRACTOR will provide COUNTY with the ability to access the monitoring system to develop metric reports and trending graphs as required.
- Network/firewall monitoring;
- Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage redundancy capability. In addition, Internet connectivity will include both T-1 or faster broadband connections and "shadow line" redundancy.
- Security / Encryption: CONTRACTOR will utilize Verisign © Certification or other industry-standard products with 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of COUNTY data and data communications.
- Updates and System Maintenance;
- Database and operating system software will be installed and maintained in operating order;
- CONTRACTOR will provide updated versions of application, database and operating system software at intervals determined by CONTRACTOR;
- CONTRACTOR will establish maintenance timeframe windows with COUNTY for required updates and general system maintenance that will limit access to the system.

COUNTY Responsibilities to support the hosted system:

- County shall provide all of the local equipment and operating systems necessary for operation of the products.
- County shall install and pay the cost of the high speed communication interface with the Internet with which the products will operate
- CONTRACTOR may need the assistance of the County in diagnosing a support issue. The County will assist CONTRACTOR in performing diagnostic activities in connection with a request for service.

A.1.2 CONTRACTOR shall provide telephone support for the following CONTRACTOR products. Support for any other products or for exclusions under Paragraph A.1.5 below will be billed to COUNTY at CONTRACTOR's rates in effect as that time

- ShareCare™ (Fiscal/DAS – Drug & Alcohol/Clinical)
- CA VHR

A.1.3 Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting the operator error.

A.1.4 Telephone support does not include Implementation or Training services of the development of new programs by COUNTY. CONTRACTOR will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 am to 5:00 pm PST, Monday through Friday within two hours, except for CONTRACTOR holidays.

A.1.5 Telephone support specifically excludes any questions arising from the following:

- Modifications to software by persons other than CONTRACTOR personnel
- Products not listed in Paragraph A.1.2 above
- Correction of operator error
- COUNTY operating system, telecommunications and/or hardware products
- Third-party software products including but not limited to Delphi™, Cold Fusion™, any SQL engines and Crystal Reports™

A.1.6 CONTRACTOR will provide COUNTY with updated, enhanced versions of all CONTRACTOR products described in Paragraph A.1.2 above. The interval of updates and new features of updates will be at CONTRACTOR's sole discretion, but will include consideration of all COUNTY requests. Funding source or COUNTY specific enhancements will be done only at standard CONTRACTOR rates, as will the cost of incorporating enhancements into funding source or COUNTY specific software.

A.1.7 CONTRACTOR shall maintain ShareCare™ and the VHR to remain in compliance with California State mandates, including rules, regulations, and statutes of the California Department of Mental Health, the California Department of Alcohol and Drug Programs, the California Office of Statewide Health Planning and Development, and the Federal Medicare Program. CONTRACTOR'S hourly rates, for state mandates shall not exceed

the hourly fee set forth in the Payment Grid, Paragraph B.2. CONTRACTOR shall provide evidence that the charges have or have not been shared by other California counties. CONTRACTOR shall provide an invoice reflecting the prorated shared cost not to exceed amount indicated in Payment Grid, Paragraph B.2.

A. COUNTY shall be responsible for up to and to not exceed amount indicated in Payment Grid, Paragraph B.2 of these services for each year of the contract and will be responsible for only hours applied to meet the State and Federal mandates. Each project will be invoiced to the county as completed.

B. CONTRACTOR shall attain certification for Software identified in A.1.2 to meet standards for Mental Health and Alcohol and Drug software established by the Certification Commission for Healthcare Information Technology (CCHIT) when standards are made available. CONTRACTOR shall provide solutions to achieve Meaningful Use. This understanding also applies to the Mental Health Services Act (MHSA) standards for the State of California when those are made available.

C. CONTRACTOR shall provide COUNTY with an estimated completion date within thirty (30) days of the release of State and Federal mandated requirements. CONTRACTOR will make a commercial reasonable effort to complete all necessary updates or services required to make Software, identified in Paragraph A.1.2, compliant by the date the stated mandated requirement becomes effective. The effective date shall be defined as the first date of required submission and/or collection of new data elements, whichever comes first.

- A.1.8 COUNTY may, at its discretion, engage CONTRACTOR to provide consulting services such as expanding the utility of the software identified in Paragraph A.1.2. Consulting services relate to all services not otherwise defined as maintenance above. Should COUNTY wish to engage CONTRACTOR to provide such consulting services, COUNTY shall submit a "Work Order" to CONTRACTOR. Each Work Order will identify the specific task to be performed and whether task is to be completed on a fixed price or time and material basis. Upon receipt, CONTRACTOR will provide COUNTY an estimate of the number of hours / cost required to complete the requested task. Consulting services will only be performed after CONTRACTOR has received written authorization to proceed from county. Such authorization shall clearly identify the task to be performed and state the agreed upon method and amount of cost to complete the task. COUNTY shall be given an estimated timeline to complete tasks identified in Work Order.
- A.1.9 COUNTY agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by CONTRACTOR to enable access to the hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.
- A.1.10 CONTRACTOR reserves the right to refuse requests for support made by customers without a current agreement or with a receivable balance due to CONTRACTOR in excess of thirty (30) days overdue.
- A.1.11 Support services excluded under this agreement will be billed at CONTRACTOR's rates current at time of services as indicated in Attachment B.2
- A.1.12 Shipment of updates, corrections, or other software by CONTRACTOR will be by lowest cost carrier. Requests by COUNTY for faster shipment will result in all shipping costs being borne by the COUNTY.
- A.1.13 Authorized contacts are to be provided by COUNTY using the AUTHORIZED CONTACTS sheet attached as Exhibit II.

A.2 CONTRACTOR and COUNTY shall provide the following services for the California Visual Health Record:

A.2.1 The COUNTY currently owns 52 concurrent licenses, 40 clinical and 12 fiscal.

A.2.2 The COUNTY has contracted for the number of hours specified for Business Intelligence Training in Attachment B. The CONTRACTOR will provide Training on this tool which offers statistical analyses to better understand trends and the impact of clinical and management decisions; quick access to how demographic and clinical variables and treatment decisions are related to outcomes, providing valuable Meaningful Use data. The "what if" option permits users to consider alternative treatment patterns, medications, etc., with the projected outcomes that would result.

A.2.3 The CONTRACTOR will collaborate with Agency staff on identifying the Agency specific workflow that will be implemented or improved upon, in the Echo software.

A.2.4 The COUNTY has contracted for the number of hours of implementation and training specified for Dr. First, for Agency prescribers and Agency support personnel.

A.2.5 Travel expenditures may be invoiced separately in accordance with CONTRACTOR'S Travel Expense Reimbursement Policy as included in Attachment F, but will not exceed the amount listed in Attachment B.

END OF ATTACHMENT A

**ATTACHMENT B
AGREEMENT BETWEEN
LASSEN COUNTY
AND
THE ECHO GROUP
PAYMENT**

B.1 COUNTY shall pay CONTRACTOR as follows:

- B.1.1 **MAXIMUM CONTRACT AMOUNT.** The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, unless otherwise expressly so provided. In no event shall total compensation paid to CONTRACT exceed the amount defined as the MAXIMUM CONTRACT AMOUNT in Paragraph B.2 below.
- B.1.2 **METHOD OF PAYMENT.** CONTRACTOR shall submit request for payment for services for ShareCare™ Clinical Module and Fiscal/DAS software support and maintenance and applicable sales tax (if necessary) at execution of this agreement. Payment for this initial invoice request shall be made by COUNTY upon execution of this agreement. Prices reflected below represent annual pre-payment. Should COUNTY desire another payment option, pricing will be amended to remove negotiated and applied pre-payment discounts. CONTRACTOR shall submit requests for payment after completion of excluded services no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of an invoice. Payment for on-site services shall be made within thirty (30) days after the invoice is received by the Fiscal Officer.
- B.1.3 **AUTHORIZATION REQUIRED.** CONTRACTOR understands that services performed by CONTRACTOR and not authorized by COUNTY shall not be paid for by COUNTY.
- B.1.4 **TRAVEL.** Please note that all charges listed below exclude any charges relating to travel. Such expenditures are invoiced separately in accordance with CONTRACTOR'S Expense Reimbursement Policy as included as Attachment E.

PAYMENT GRID ON FOLLOWING PAGE

B.2 PAYMENT GRID

July 1, 2026 - June 30, 2027						
Scope #	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	Hosting Services Fee – 8 Concurrent ShareCare/CDT for Reporting	AOD / MH / MHSA	Annual	\$15,000.00	1	\$15,000.00
A.1.2-A.1.5	Annual Maintenance Fee – 8 Concurrent ShareCare/CDT for Reporting	AOD / MH / MHSA	Annual	\$31,250.00	1	\$31,250.00
A.1.7 A, B, C	California Mandates (requires pre-approval)	AOD / MH / MHSA	Hourly	\$300.00	TBD	\$15,000.00
Maximum Contract Amount						\$61,250.00
Any services needed that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties. Contingent upon the availability of funds and approval of the Board of Supervisors						

END OF ATTACHMENT B

ATTACHMENT C

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
THE ECHO GROUP**

ADDITIONAL PROVISIONS

C.1 HIPAA COMPLIANCE. CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act ("HIPAA") as having been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5. The Business Associate Agreement on file is made a part of this Agreement by this reference."

END OF ATTACHMENT C

ATTACHMENT D

AGREEMENT BETWEEN LASSEN COUNTY AND THE ECHO GROUP

GENERAL PROVISIONS

- D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
 - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
 - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY
 - D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
 - D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
 - D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
 - D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.
 - D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all

licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Two Million Dollars (\$2,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds

and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Tiffany Armstrong, Director
Behavioral Health
P.O. Box 1180
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. COUNTY shall not be liable for, and contractor shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County

Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13 TERMINATION.** 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:
- D.13.1** 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, Photostatting, 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.
- D.13.2** 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.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon sixty (60) working 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 COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

- D.14 OWNERSHIP OF INFORMATION.** COUNTY acknowledges that the Software and its Product Documentation constitute valuable trade secrets of CONTRACTOR, and COUNTY agrees not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software or extract or use any ideas, algorithms or procedures from the Software or Product Documentation for any reason. Except with respect to the license granted under this Agreement, CONTRACTOR will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract Documents. Notwithstanding the foregoing, CONTRACTOR shall have no ownership interest in "Protected Health Information," as that term is defined in the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996; such Protected Health Information shall be governed by the provisions of the Business Associate Addendum Attached in Exhibit F. CONTRACTOR warrants that any original works of authorship provided by CONTRACTOR pursuant to this Agreement, including their use by COUNTY in unaltered form, will not, to CONTRACTOR's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the effective date of this contract and that arise or are enforceable under the laws of the United States of America. If a third-party brings an action against COUNTY making allegations that, if true, would constitute a breach of this warranty, then CONTRACTOR will, at its own expense, defend, indemnify and hold COUNTY harmless in such proceeding, and CONTRACTOR will pay all reasonable settlements, costs, damages and legal fees finally awarded.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.34 CONFLICT OF INTEREST.**
- D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.
- D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:
- The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates

in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

- D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.
- D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Tiffany Armstrong, Director
Behavioral Health
P.O Box 1180
Susanville, CA 96130

If to "CONTRACTOR":

Chief Legal Officer
The Echo Group
2 20th St N, Suite 500
Birmingham, AL 35203

- D.38 NO THIRD-PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-

party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party

END OF ATTACHMENT D

ATTACHMENT E

AGREEMENT BETWEEN LASSEN COUNTY AND THE ECHO GROUP

ECHO TRAVEL EXPENSE REIMBURSEMENT

Policy

CONTRACTOR will make every effort to split travel-related expenses among as many clients as possible and to minimize overall costs. Under no circumstances will the total expenses billed exceed actual expenses incurred. CONTRACTOR will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at CONTRACTOR'S discretion within these general guidelines.

Procedure

Common Carrier Expenses. Expenses such as plane, train, taxi, bus, rental car, etc. will be reimbursed based on actual expenditure. Plane, train, and rental car expenses must be supported through receipts. Taxi expense may include gratuity. CONTRACTOR will attempt to schedule lowest possible cost transportation, but such scheduling will be based on CONTRACTOR's other scheduling requirements and experience with various carriers. First class or business class will not be reimbursed by CONTRACTOR or billed to clients without prior client approval. Final authority for scheduling is CONTRACTOR'S.

CONTRACTOR may utilize reimbursed travel to visit other non-paying clients or for other purposes. The client will not pay any costs over and above those, which would have been incurred, solely for the client.

Meals. Meals will be charged on a per diem basis. Normally, this will be set at **\$47.00 per day**. Under no circumstances will meals purchased for client staff be billed back to the client.

Rooms. We permit clients to specify our staff accommodations. Our only requirements are that rooms should be quiet, clean contain telephones and TV, and be as accessible as possible to the work site. When more than one of CONTRACTOR'S staff person is traveling, we require separate accommodations. The client will be billed for actual expenditures based on hotel receipts.

Mileage. Clients will be billed at **\$.54 per mile** from CONTRACTOR'S offices, including travel to and from airports. Tolls and parking will be charged in addition.

Staff Time Charges. Clients will be billed for actual CONTRACTOR staff time utilized in a given day. Days that are used solely for travel will not be billed to the client for CONTRACTOR staff time. Staff time used for client-related work on those days will be billed only for time actually used. Days on which service is provided which include travel time, will be billed for the combined time, up to eight hours. For example, our staff person leaves home at 6:00A.M. for a 10:00A.M. session in Philadelphia. He/she leaves at 3:00P.M. for home. An eight hour day will be charged to the client. All travel related expenses will be charged even on days in which staff time is not.

Multi-Client Expense Allocation. CONTRACTOR will make every effort to split travel-related expenses among as many clients as possible. Under no circumstances will the total expenses billed exceed actual expenses incurred. CONTRACTOR will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at CONTRACTOR'S discretion.

END OF ATTACHMENT E

ATTACHMENT F

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
THE ECHO GROUP**

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 (HHS) Transaction 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.
- 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.

- 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.
- 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.
- 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.

- 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.
- 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.
- 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:

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

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 F

ATTACHMENT G

AGREEMENT BETWEEN LASSEN COUNTY AND THE ECHO GROUP

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 G