

ORGANIZATIONAL PROVIDER AGREEMENT

VENTURA COUNTY BEHAVIORAL HEALTH AND WESTERN PACIFIC MED-CORP.

FY 2023-24

DRUG MEDICAL ORGANIZED DELIVERY SYSTEM SUBSTANCE USE DISORDER SERVICES - NARCOTIC TREATMENT PROGRAM SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2023 by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY", and WESTERN PACIFIC MED-CORP., a corporation organized under the laws of the State of California, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. **TERM.** This Agreement shall be for the term beginning July 1, 2023 and ending June 30, 2024, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2023-2024. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for additional one (1) year periods. This Agreement shall not be extended for more than two additional one-year periods.
2. **DESCRIPTION OF SERVICES.** CONTRACTOR shall furnish and provide all personnel, equipment, and supplies necessary to perform the services in the type and manner described in Exhibit "A" PROGRAM DESCRIPTION and any program statement of CONTRACTOR that may be attached herein, both of which are incorporated herein by reference.
3. **PAYMENT.** The maximum contract amount shall not exceed \$1,877,400. COUNTY agrees to compensate CONTRACTOR for allowable and necessary net costs, not to exceed the maximum reimbursable amount in accordance with Exhibit "B" (PAYMENT TERMS).
4. **NOTICES.**
 - A. All notices required under this Agreement shall be in writing and may be given by personal delivery, facsimile transmission, or by mail. All notices shall be addressed or delivered as follows:

TO COUNTY

Scott Gilman, MSA, Director
Ventura County Behavioral Health
1911 Williams Drive, Suite 200
Oxnard, CA 93036

TO CONTRACTOR

Mark Hickman
Western Pacific Med-Corp.
4544 San Fernando Rd, Ste 202
Glendale, CA 91204

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

- B. Site Certification. CONTRACTOR shall notify COUNTY in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. The California Department of Health Care Services (DHCS) shall certify CONTRACTOR to participate in the DMC-ODS program. CONTRACTOR cannot reduce services or relocate without first receiving approval from DHCS. A Drug Medi-Cal (DMC) certification application shall be submitted to the DHCS Provider Enrollment Division (PED) sixty (60) days prior to the desired effective date of the reduction of covered services or relocation. CONTRACTOR shall be subject to continuing certification requirements at least once every two (2) years. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.
- C. Organizational Status/Ability to Provide Services. CONTRACTOR must immediately notify COUNTY within seven (7) business days of a change in ownership, organizational status, licensure, or ability of CONTRACTOR to provide the quantity or quality of the contracted services in a timely fashion.
- 5. DIRECTOR. As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health (VCBH).
- 6. OPERATION AND ADMINISTRATION.
 - A. CONTRACTOR and the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Organization and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
 - B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.
 - C. This Agreement shall be administered on behalf of COUNTY by the DIRECTOR or his or her designee. The DIRECTOR or his or her designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate, including, by the way of example, but without limitation, agreeing to extensions of this Agreement on behalf of COUNTY, and giving notices of termination. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR's performance hereunder.
- 7. STATUS OF CONTRACTOR.
 - A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto.

- B. It is understood and agreed that CONTRACTOR and its employees or contractors will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- C. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- D. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.
8. **CONFLICT OF INTEREST.** CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable State and Federal laws and regulations governing conflicts of interest, including, but not limited to, the Political Reform Act, California Public Contract Code section 10365.5, California Government Code section 1090, 42 C.F.R. part 438.58, and the prohibitions described in Social Security Act section 1902(a)(4)(C), applicable to contracting officers, employees, or independent contractors.
9. **LAWS AND REGULATIONS.**
- A. **Construction and Venue.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California not including its rules on conflicts of laws, and venue for any action brought with respect to any claims arising out of this Agreement shall be brought exclusively in the California Superior Court for Ventura County. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Central District of California.
- B. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations which may include, but are not necessarily limited to, the applicable provisions of the California Welfare and Institutions Code; California Health and Safety Code; California Business and Professions Code; California Code of Regulations, titles 9 and 22; Code of Federal Regulations, title 42; Social Security Act Title XIX and XXI; Drug Medi-Cal/Medicaid and Medicare laws, requirements, and regulations, including applicable subregulatory guidance and contract provisions; and any other Federal, State, and COUNTY policies and procedures, rules, ordinances, directives, manuals, policy letters, and guidelines,

including the DHCS Reporting Data Collection Manual, Health Care Finance Administration requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.

C. As applicable to the purpose or scope of services to be provided pursuant to this Agreement, CONTRACTOR shall be familiar and comply with the laws, regulations, and guidelines listed in this Paragraph 4.C. As necessary, CONTRACTOR shall establish written policies and procedures consistent with the requirements of any applicable laws, regulation, or guideline listed below and ensure compliance with any audit issues that arise with DHCS, COUNTY, or any other regulatory agency.

- California Health and Safety Code, Division 10.5, commencing with Section 11760;
- California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7;
- California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7;
- California Government Code section 16367.8;
- California Code of Regulations, Title 9, Division 4, commencing with Chapter 1;
- California Code of Regulations, Title 9, Division 4, Chapter 8, commencing with Section 13000;
- United States Code, Title 42 Chapter 6A, Subchapter XVII, Part B, Subpart ii (commencing with Section 300x-21);
- Code of Federal Regulations, Title 42, Parts 2 and 8;
- Code of Federal Regulations, Title 45, Parts 75 and 95;
- Code Federal Regulations, Title 21, Chapter II; and
- State Administrative Manual (SAM) Chapter 7200 (General Outline of Procedures)

D. In the event of changes in law that affect provisions of this Agreement, including but not limited to the laws and regulations set forth in Paragraph 4.C, the parties agree to amend the affected provisions to conform with the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.

10. **CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL INITIATIVE COMPLIANCE.** CONTRACTOR must maintain knowledge of and compliance with COUNTY issued bulletins and affiliated policies that address California Advancing and Innovating Medi-Cal (CalAIM) initiatives.

11. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation

arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against the COUNTY for losses arising directly or indirectly from the activities and/or work covered this Agreement.

12. **INSURANCE.**

- A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents:
1. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including broad form property damage, products/completed operations, contractual liability, personal injury and advertising liability, abuse, molestation, sexual actions, and assault and battery.
 2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired or leased automobiles, and borrowed and permissive uses. Also includes Uninsured/Underinsured Motorist coverage, in the minimum amount of \$100,000 when there are owned vehicles.
 3. Workers' Compensation insurance, as required by law. Notwithstanding subdivision (b) of Section 3700 of the Labor Code, a certificate of self-insurance obtained pursuant to that subdivision does not satisfy this requirement.
 4. Employer's liability insurance, with minimum coverage amounts for bodily injury or disease of not less than one million dollars (\$1,000,000) per occurrence.
 5. Professional Liability and errors and omissions insurance that includes an endorsement for contractual liability, coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. If applicable, the contract shall include an endorsement for defense and indemnification of any government entity with which the licensee has contracted.
 6. Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate.
 7. CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.

- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura and Ventura County Behavioral Health Department are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- E. CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
 - 1. Certificates of insurance for all required coverage.
 - 2. Additional insured endorsements for General Liability insurance.
 - 3. Waiver of subrogation endorsements (a.k.a.: waiver of transfer of rights of recovery against others, waiver of our right to recover from others) for Workers' Compensation.

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

- H. It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the insurance provisions of this Agreement are complied with by any and all subcontractors that CONTRACTOR may use for the performance of this Agreement.
- I. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.
- J. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

13. **DELEGATION AND ASSIGNMENT.** Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void, and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors, and which include provisions to verify, by sampling or other methods, whether the services rendered by a subcontractor were received by a beneficiary. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement. No subcontract shall terminate the legal responsibility of CONTRACTOR to COUNTY to assure all the activities and obligations under this Agreement will be carried out. For subcontractors that do not perform satisfactorily, CONTRACTOR will remedy the noncompliance in a manner acceptable to COUNTY. Noncompliance may be remedied through a plan of correction or by revoking the delegation of activities, obligations, or reporting requirements. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any noncompliance.
14. **LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES.** None of the funds made available through this contract 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 Substance Act (21 USC 812).
15. **NO UNLAWFUL OR UNLAWFUL USE MESSAGES REGARDING DRUGS.** CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, CONTRACTOR agrees that it will enforce these requirements.
16. **ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL.** CONTRACTOR agrees to abide by the provisions of California Health and Safety Code, Division 10.7, Sections 11999 through 11999.3, regarding no unlawful use of drugs or alcohol in programs, as specified in Exhibit "C."
17. **ASSURANCES REGARDING DRUG FREE WORK PLACE.** CONTRACTOR will comply with the requirements of the Drug Free Work Place Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free work place as specified in Exhibit "D."
18. **NALOXONE REQUIREMENTS.** For the treatment of an opioid overdose, and as required by AB 381, Health and Safety Code, § 11834.26, and all applicable DHCS information notices, all licensed and/or certified SUD recovery or treatment facilities shall comply with all naloxone (or any other opioid antagonist medication approved by the Federal Drug Administration (FDA)) requirements, with respect to maintenance of naloxone (or any other opioid antagonist medication approved by the FDA) at the facility, staff naloxone location awareness, and staff training.

19. **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES.** CONTRACTOR shall not distribute 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.
20. **NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES.**
- A. CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person.
 - B. During the performance of this Agreement, CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The Contractor and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR's and any subcontractors obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
 - C. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
 - D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
 - E. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - F. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as

supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and COUNTY agreements in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the provisions of sections 21(A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by COUNTY or DHCS, CONTRACTOR may request in writing to COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of COUNTY, State and of the United States.

21. **NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.**

- A. Enrollment discrimination is prohibited. CONTRACTOR shall follow all Federal and State civil rights laws. CONTRACTOR shall not unlawfully discriminate, exclude people, or treat them differently, on any ground protected under Federal or State law, including race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health services, or mental or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health services, or mental or physical disability.

- B. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- D. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Welfare & Institutions Code § 14059.5, prior to providing covered services to a beneficiary.
- E. CONTRACTOR's nondiscrimination policies shall be in writing, inform beneficiaries, potential beneficiaries, and the public about nondiscrimination protected characteristics and accessibility requirements, and convey CONTRACTOR's compliance with the requirements, and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices to an individual such as those pertaining to rights or benefits. The nondiscrimination notice shall include all legally required elements under the applicable subsections of W&I Code section 14029.91 and Gov. Code section 11135. The nondiscrimination notice shall also include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the COUNTY and the U.S. Health and Human Services Office for Civil Rights. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the CONTRACTOR interacts with the public, and on the CONTRACTOR's website in a location that allows any visitor to the website to easily locate the information. The CONTRACTOR is not prohibited from posting the nondiscrimination notice in additional publications and communications.
- F. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to Drug Medi-Cal beneficiaries with limited English proficiency or physical or mental disabilities. CONTRACTOR shall follow all COUNTY, State, and Federal language assistance requirements in the delivery of language assistance services to beneficiaries. CONTRACTOR shall provide oral and written language assistance services to beneficiaries, as needed, free of charge, accurately and timely, and protect the privacy and independence of the limited English proficiency (LEP) of the individual. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Drug Medi-Cal enrollees with physical or mental disabilities. CONTRACTOR shall ensure that their health programs or activities provided through electronic and information technology are accessible to individuals with disabilities. CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless the CONTRACTOR can demonstrate that making modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term "reasonable modifications" shall be interpreted in a manner consistent with the term as set forth in the ADA Title II regulation at 28 CFR Section 35.130(b) (7).

Interpretation services must comply with WIC 14029.91(e)(1), WIC 14029.91(a)(1)(B), WIC 14029.91(a)(1)(C), WIC 14029.91(a)(1)(D), and 45 CFR Section 92.201. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.), 45 CFR part 84.

G. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

1. denying any eligible beneficiary any covered service or availability of a facility;
2. providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
3. subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
4. restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
5. treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
6. assigning times or places for the provision of services to the eligible beneficiary; and
7. providing hours of operation that are less than the hours of operation offered to commercial enrollees or non-Drug Medi-Cal beneficiaries.

H. CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of the Americans with Disabilities Act of 1990, Section 508 of the Rehabilitation Act of 1973 as amended (Rehabilitation Act) 29 U.S.C Section 794d), and regulations implementing the Rehabilitation Act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations.

22. **GENERAL DISCRIMINATION PROVISIONS.**

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

Federal Law Requirements:

- 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.
- Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- 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.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 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.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- Section 1557 of the Patient Protection and Affordable Care Act.
- Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2, Subparts A – E).

State Law Requirements:

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000
- No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
- Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type of funding provided hereunder.

B. CONTRACTOR agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for

employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246, and Section 503 of the Rehabilitation Act of 1973 (as amended). CONTRACTOR agrees to comply with provisions of the Rehabilitation Act of 1973.

- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. CONTRACTOR shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
23. **AMERICANS WITH DISABILITIES ACT.** CONTRACTOR agrees to comply with applicable federal, state, and local statutory and regulatory requirements, including, but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 45 CFR Part 84, 24 CCR, Part 2, and the Unruh Civil Rights Act (California Civil Code, Sections 51 through 51.3), to ensure that persons with disabilities have access to substance use disorder services.
24. **ACCESS TO NONAMBULATORY CLIENTS.** (Applicable to residential treatment providers only) CONTRACTOR, upon request shall submit to COUNTY a written plan outlining how CONTRACTOR makes its program(s) accessible to nonambulatory clients, in accordance with the Americans with Disabilities Act. If CONTRACTOR employs more than fourteen (14) employees, CONTRACTOR must make its programs accessible in their entirety to nonambulatory clients. If CONTRACTOR employs fewer than fifteen (15) employees, CONTRACTOR plan may provide for the implementation of an effective method of referral to an alternative accessible program. Implicit in the ability to refer nonambulatory clients is that there must be an alternative accessible program to which nonambulatory clients can be referred. If there is no alternative accessible program to which nonambulatory clients can be referred, a CONTRACTOR with fewer than fifteen (15) employees must make its program accessible in its entirety to nonambulatory clients. Failure by CONTRACTOR to provide a plan to COUNTY which assures COUNTY that CONTRACTOR's programs are accessible to nonambulatory clients shall constitute grounds for termination or suspension of this Agreement.
25. **DMC-ODS CERTIFICATION, CONTINUED CERTIFICATION, AND DESIGNATION.**
- CONTRACTOR shall obtain and comply with DMC site certification and American Society of Addiction Medicine (ASAM) designation or DHCS Level of Care (LOC) Designation for each type of contracted service being delivered, as well as any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

CONTRACTOR shall submit a copy of their current certification to VCBH Contracts Administration prior to certification expiration.

CONTRACTOR is responsible for ensuring that any reduction of covered services or site relocations are not implemented until approval is issued by DHCS. CONTRACTOR shall submit a Drug Medi-Cal certification application to the DHCS Provider Enrollment Division and notify VCBH of the proposed change sixty (60) days prior to the desired effective date of the reduction of covered services or relocation. If,

at any time, CONTRACTOR's license, registration, certification or approval to operate a substance use treatment program or provide covered service is revoked, suspended, modified, or not renewed, CONTRACTOR must notify VCBH and the DHCS Fiscal Management and Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov within two (2) business days.

26. **CREDENTIALING AND RE-CREDENTIALING.** CONTRACTOR will comply with the credentialing and re-credentialing requirements specified in the applicable DHCS information notice and COUNTY policies and procedures for service providers (employees and contractors) that deliver Medi-Cal covered services. Signed attestations, as required by the applicable DHCS information notices and COUNTY policies and procedures, must be retained on file for each direct service provider. All credentialing and re-credentialing information and practices are subject to audit by COUNTY, State or Federal auditors.

27. **SCREENING AND ENROLLMENT REQUIREMENTS.**

- A. During the term of this Agreement, and at all times while services are being provided, CONTRACTOR, and any applicable subcontractor, shall be enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b)).
- B. COUNTY may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of CONTRACTOR of up to one hundred and twenty days (120) days but shall terminate this Agreement immediately upon determination that CONTRACTOR cannot be enrolled, or the expiration of one (1) one hundred and twenty day (120) day period without enrollment of the CONTRACTOR, and notify affected clients. (42 C.F.R. § 438.602(b)(2)).
- C. Pursuant to 42 C.F.R. part 455.434, as a condition of enrollment, any person providing services under this Agreement must 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. Any person providing services under this Agreement, or any individual or entity furnishing Medicaid services under this Agreement, and any person with a five (5) percent or more direct or indirect ownership interest in provider, must submit a set of fingerprints, in a form and manner to be determined by the DHCS, within thirty (30) days upon request from the Centers for Medicare and Medicaid Services or DHCS.

Pursuant to 42 C.F.R. part 455.416, this Agreement shall be terminated if any individual or entity described by this section does not submit timely and accurate information and cooperate with the screening methods described above. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with the Medicare, Medicaid, or State Children's Health Insurance programs in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

- D. CONTRACTOR shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
28. **PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE).** CONTRACTOR shall ensure that all of its required clinical staff, who are rendering SUD services to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to

all DHCS information notice requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

29. **DEBARMENT AND SUSPENSION CERTIFICATION.**

A. CONTRACTOR shall verify, prior to the execution of the Agreement, that CONTRACTOR does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. CONTRACTOR shall conduct initial and monthly Exclusion & Suspension searches of the following databases and submit verification of compliance with this requirement to COUNTY, DHCS or the US DHHS:

1. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
2. www.sam.gov/portal/SAM - GSA Exclusions Extract
3. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
4. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
5. any other database required by DHCS or DHHS.

B. CONTRACTOR will certify compliance with the debarment and suspension requirements as specified in Exhibit "E."

30. **SOCIAL SECURITY ADMINISTRATION DEATH MASTER FILE.** CONTRACTOR shall verify that its principals, employees, network providers, subcontractors, persons with ownership or control interest, and managing employee/agent are not listed on the Social Security Administration's Death Master File prior to: (1) contracting, (2) employing staff, and (3) contract renewal. Thereafter, CONTRACTOR will complete monthly verifications that its principals, employees, network providers, subcontractors, persons with ownership or control interest, and managing employee/agent are not listed on the Social Security Administration's Death Master File. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and monthly.

31. **NATIONAL PLAN AND PROVIDER ENUMERATION SYSTEM (NPPES).** CONTRACTOR shall confirm the identity and exclusion status of all its principals, employees, network providers, subcontractors, persons with ownership or control interest, and managing employees/agents, as applicable, by checking the NPPES system prior to: (1) hiring staff, (2) contracting, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, as new staff are hired, and upon request of COUNTY. Thereafter, CONTRACTOR will complete monthly verifications of its principals, employees, network providers, subcontractors, persons with ownership or control interest, and managing employees/agents, as applicable. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and monthly.

32. **DISCLOSURES.** CONTRACTOR shall submit the disclosures below to COUNTY regarding CONTRACTOR's ownership and control interests, business transactions and persons convicted of any crime related to Federal health care programs using the COUNTY Ownership and Control Interests, Business Transactions and Persons Convicted of any Crime Related to Federal Health Care Programs form. CONTRACTOR is required to submit updated disclosures to COUNTY before entering

into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by DHCS.

It is CONTRACTOR's responsibility to ensure that all information submitted under this section is accurate, and to report any changes by completing and submitting a new form within thirty-five (35) days of the change to COUNTY. CONTRACTOR will not receive payments should it fail to make the disclosures required by this section.

This Agreement shall be terminated if CONTRACTOR or a person with an ownership or control interest or who is an agent or managing employee of CONTRACTOR does not submit timely and accurate information and cooperate with the screening methods described below. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with Medicare, Medicaid, or the State Children's Health Insurance Program in the last ten (10) years will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.

A. Disclosure of 5% or More Ownership Interest.

CONTRACTOR shall complete and submit the Ownership/Controlling Interest Disclosure form, incorporated herein by reference, to COUNTY before entering into or renewing this Agreement, within thirty-five (35) days after any change in CONTRACTOR's ownership, annually and upon request by the DHCS.

B. Disclosures Related to Business Transactions.

CONTRACTOR must submit disclosures and updated disclosures to the DHCS or U.S. Department of Health and Human Services including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed: (1) ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request and (2) any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.

C. Disclosures Related to Persons Convicted of Crimes.

CONTRACTOR shall submit the following disclosures to the DHCS regarding CONTRACTOR's management: (1) the identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to Federal health care programs and (2) the identity of any person who is an agent of CONTRACTOR who has been convicted of a crime related to Federal health care programs. "Agent" has the meaning described in 42 C.F.R. part 455.101. CONTRACTOR shall supply the disclosures before entering into this Agreement and at any time upon DHCS's request.

33. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.

A. CONTRACTOR hereby acknowledges that COUNTY has established a Compliance Program and Codes of Conduct applicable to the CONTRACTOR, and the CONTRACTOR's staff and subcontractors.

B. CONTRACTOR agrees that COUNTY's Codes of Conduct will be provided to all of CONTRACTOR's employees and subcontractors who are Covered Individuals, defined as follows: those employees/subcontractors of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services

which are (i) payable by DMC-ODS, Medicare, or another federal program and (ii) for which COUNTY seeks reimbursement.

- C. CONTRACTOR further agrees to annually obtain, retain, and submit within thirty (30) days of execution of this Agreement or within thirty (30) days of hiring/subcontracting of any Covered Individual, certifications signed by the Covered Individual and Program Representative, to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the Codes of Conduct and agrees to abide by the requirements of the COUNTY's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "F," CODES OF CONDUCT.
- D. CONTRACTOR agrees to maintain a compliance program that is in compliance with the provisions stated in 42 C.F.R. part 438.608(a). CONTRACTOR will develop written administrative and management policies, procedures, and standards of conduct that: (1) articulate CONTRACTOR's commitment to comply with all applicable contract requirements and standards, (2) articulate CONTRACTOR's commitment to comply with all applicable Federal and State requirements, (3) are designed to detect and prevent fraud, waste, and abuse, and (4) provide detailed information about the False Claims Act and any other Federal and State laws described in section 1902(a)(68) of the False Claims Act, including information about the rights of employees to be protected as whistleblowers.
- E. CONTRACTOR's compliance program will ensure that: (1) CONTRACTOR maintains written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, and all applicable Federal and State requirements, (2) a Compliance Officer is designated who is responsible for developing and implementing policies, procedures, and standards of conduct that ensure compliance with the Agreement and who reports to CONTRACTOR's Chief Executive Officer and Board of Directors, (3) a Regulatory Compliance Committee on the Board of Directors and at the senior management level is established that oversees CONTRACTOR's compliance program and contract compliance, (4) a system for training and education for the Compliance Officer, senior management, and employees is provided to ensure compliance with the Federal and State standards and requirements under the contract, (5) effective lines of communication exist between CONTRACTOR's employees and the compliance program, (6) compliance standards are enforced through well-publicized disciplinary guidelines, (7) routine internal monitoring and auditing of compliance risks are conducted, (8) CONTRACTOR has a mechanism to receive and investigate information from whistleblowers, (9) compliance issues are promptly responded to and investigated, (10) compliance issues are promptly corrected and any criminal acts are reported to the appropriate law enforcement agencies to reduce the potential for recurrence and ongoing compliance, and (11) compliance issues or reports from whistleblowers are promptly reported to COUNTY's Contracts Administration Manager.

34. **LICENSES, CERTIFICATIONS, STAFFING, AND SUBSTANCE USE SERVICES (SUS) MEDICAL DIRECTOR REQUIREMENTS.**

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses/certifications, permits, registrations, accreditation's, certificates (including, but not limited to, certification as a Drug Medi-Cal provider and in compliance with California scope of practice statutes, when Drug Medi-Cal services are provided hereunder), as required by Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8, Title

22, Sections 51490.1(a), Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq., Title 22, Division 3, Chapter 3, sections 51000 et. Seq, Exhibit A, Attachment I, Article III.XX -Requirements for Services, W&I Code Section 14184.100 et seq., Health and Safety Code § 11834.015, and all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives.

- B. CONTRACTOR will conduct monthly verification of its officers', employees', and agents' licenses, certifications, and registrations prior to service delivery to ensure that those licenses, certifications, or registrations have not expired and have no current limitations. CONTRACTOR will submit a monthly report to COUNTY on the 1st business day of each month that demonstrates that all CONTRACTOR's officers', employees', and agents' licenses, certifications, and registrations are current and without limitation. The monthly report will contain the:

1. employee name,
2. employee position,
3. license/certification/registration,
4. license/certification/registration number,
5. license/certification/registration expiration date,
6. date license/certification/registration verified,
7. status of the license/certification/registration, and
8. supporting documentation verifying the license/certification/registration was checked.

Failure to maintain licenses/certifications, permits, registrations, accreditations, or certificates shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

- C. CONTRACTOR agrees to furnish professional personnel in accordance with applicable regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.
- D. CONTRACTOR shall make available to COUNTY annually, within sixty (60) days of each new fiscal year and upon request, a list of the persons who will provide services under this Agreement. This list shall state the name, title, professional degree, license/certification number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and work experience of such persons.
- E. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor or administrator of CONTRACTOR loses any license, registration, certification or permit required for that person to be fully qualified to provide such services under the CCR or other state or federal laws or regulations (see attached Exhibit "E" DEBARMENT AND SUSPENSION CERTIFICATION).
- F. Professional staff shall: be licensed, registered, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations and abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by DHCS. 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:

1. Physicians
2. Nurse Practitioners
3. Physician Assistants
4. Registered Nurses
5. Registered Pharmacists
6. Licensed Clinical Psychologists
7. Licensed Clinical Social Worker
8. Licensed Professional Clinical Counselor
9. Licensed Marriage and Family Therapists
10. Licensed Eligible Practitioners registered with the Board of Psychology or Behavioral Science Board and working under the supervision of Licensed Clinicians.

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. 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. Physicians shall receive a minimum of five (5) hours of continuing medical education related to addiction medicine each year, and proof of completion shall be submitted to COUNTY upon completion and/or request by COUNTY. Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year, and proof of completion shall be submitted to COUNTY upon completion and/or request by COUNTY. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

- G. CONTRACTOR staff who provide counseling services, as defined in Title 9 CCR, Division 4, Chapter 8, Section 13005, shall be certified, registered to obtain certification/licensure, or shall be exempt by license, and shall comply with the code of conduct developed pursuant to 9 CCR Section 13060, of the organization or entity by which they were registered, licensed or certified. Personnel records of counseling staff employed by CONTRACTOR shall contain written documentation of licensure, certification or registration to obtain certification along with a copy of the code of conduct of the registrant's or certified counselor's certifying organization. These records are subject to review by COUNTY as requested and must be submitted to COUNTY on a quarterly basis (first Monday in July, October, January and April) or as requested by COUNTY, with a list of all active counselors or registrants certification or license with expiration dates noted.
- H. CONTRACTOR will ensure that at least 30% of all staff providing SUS counseling services are certified by an approved certifying organization, or appropriately professionally licensed. CONTRACTOR will ensure that all requirements specified in Mental Health & Substance Use Disorder Services Information Notices Nos. 15-007 and 16-058 and 9 CCR, Division 4, Chapter 8 are followed. On a quarterly basis or as requested by COUNTY, CONTRACTOR will submit a list to COUNTY that contains the certification information for all of the CONTRACTOR's active counselors.
- I. CONTRACTOR shall only employ or subcontract with a Medical Director who, prior to the delivery of services under this Agreement, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR Section 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical

Director under this Agreement, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR Section 431.107.

- J. SUS Medical Director shall: (1) ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care, (2) ensure that physicians do not delegate their duties to non-physician personnel, (3) develop and implement written medical policies and standards for the provider, (4) ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards, (5) ensure that the medical decisions made by physicians are not influenced by fiscal considerations, (6) ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries, (7) ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section. The SUS Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUS Medical Director shall remain responsible for ensuring all delegated duties are properly performed. The SUS Medical Director roles, responsibilities, and standards specified in this section shall be available in written format, signed/dated at the time of hire and annually thereafter at the start of the fiscal year by the SUS Medical Director and Program Representative, and submitted to COUNTY within thirty (30) days of hiring/subcontracting of the SUS Medical Director or within thirty (30) days of execution of this Agreement.

35. **CLIENT INFORMING MATERIALS.**

A. Basic Information Requirements

1. CONTRACTOR will comply with the client informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures.
2. CONTRACTOR shall provide information in a manner and format that is easily understood and readily accessible to clients (42 C.F.R. § 438.10(c)(1)). CONTRACTOR shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). CONTRACTOR shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
3. CONTRACTOR shall utilize COUNTY's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
4. CONTRACTOR shall use DHCS/COUNTY developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).
5. CONTRACTOR will follow DHCS information notices and COUNTY policies and procedures with respect to the provision of electronically provided client information.

B. Language and Format

1. CONTRACTOR shall ensure that its written materials for potential clients and clients that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the CONTRACTOR's SUD health education materials, are available in alternative formats at no cost to the client, and comply with the requirements specified in 42 C.F.R. 438.10(d)(6)(ii), 42 C.F.R. § 438.10(d)(3)),

- (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)), and
2. CONTRACTOR shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4)).
 3. CONTRACTOR shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

C. Beneficiary Informing Materials

1. CONTRACTOR will comply with the beneficiary informing materials requirements specified in all DHCS information notices and COUNTY policies and procedures to ensure that each client receives and has access to all beneficiary informing materials upon request by the client and when first receiving SUD services from CONTRACTOR.
2. CONTRACTOR shall: (1) adhere to all timelines and formats for the provision of the various beneficiary informing materials to client, (2) provide appropriate notifications of any significant changes to beneficiary informing material information, (3) make beneficiary informing materials available on CONTRACTOR's website and physically at CONTRACTOR's facility lobby.

D. Provider Directory

1. CONTRACTOR will comply with the provider directory requirements specified in all DHCS information notices, COUNTY policies and procedures, 42 C.F.R. § 438.10(h), and 42 C.F.R. § 438.10(h)(3)(i).
2. Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR only needs to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

36. **INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.**

- A. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code Sections 7290 -7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR Section 92.201, 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.

37. **ADOLESCENT BEST PRACTICES GUIDELINES.** CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under SABG. The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

38. **CERTIFICATION OF ELIGIBILITY.** In cooperation with COUNTY, CONTRACTOR will comply with 42 C.F.R. § 455.1(a)(2) and all applicable DHCS information notices, to obtain a certification of a client's eligibility for SUD services under Medi-Cal. Client

Medi-Cal eligibility verification shall be completed monthly and eligibility verification information shall be available upon request and during any audit.

39. **ACCESS TO SUBSTANCE USE DISORDER SERVICES.** In collaboration with the COUNTY, CONTRACTOR will ensure that the individuals that CONTRACTOR provides SUD services to meet access and admission criteria, per all DHCS information notices and COUNTY policies and procedures. CONTRACTOR programs shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs. CONTRACTOR must educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services. CONTRACTOR will ensure that client clinical records include information that indicates that the client presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified in all DHCS information notices and COUNTY policies and procedures.
40. **ASAM LEVEL OF CARE DETERMINATION.**
- A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate LOC for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
 - B. CONTRACTOR shall follow all DHCS information notices and COUNTY policies and procedures related to the applicability and time frame for completion of an ASAM Criteria assessment, brief screening ASAM Criteria tool, and when the determination of a diagnosis is and is not required, to make an ASAM LOC determination.
41. **ADDITIONAL COVERAGE REQUIREMENTS AND CLARIFICATIONS.**
- A. The target population for DMC-ODS SUD services includes clients who are enrolled in Medi-Cal, reside in the County, and meet the criteria for DMC-ODS services.
 - B. Consistent with Welfare & Institutions Code § 14184.402(f), covered SUD prevention, screening, assessment, treatment, and recovery services are reimbursable Medi-Cal services when:
 - 1. Services are provided prior to the completion of an assessment or prior to the determination of whether DMC-ODS access criteria are met, or prior to the determination of a diagnosis. Clinically appropriate and covered DMC-ODS services are reimbursable, per DHCS information notices and COUNTY policies and procedures.
 - 2. Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan, or if the client signature was absent from the treatment plan. Most DMC-ODS providers are expected to adopt problem lists, however, treatment plans continue to be required for some services in accordance with federal law.
 - 3. The beneficiary has a co-occurring mental health condition, and the required services are medically necessary.
42. **DIAGNOSIS DURING INITIAL ASSESSMENT.**

- A. CONTRACTOR may use the following options during the assessment phase of client's treatment when a diagnosis has yet to be established, as specified in DHCS information notices and COUNTY policies and procedures:

1. ICD-10 codes Z55-Z65 Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.
2. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client's treatment when a diagnosis has yet to be established.
3. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 2022 ICD-10-CM page at: <https://www.cms.gov/medicare/icd-10/2022-icd-10-cm>, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services".

43. **COORDINATION AND CONTINUITY OF CARE.** CONTRACTOR shall comply with DHCS coordination and continuity of care requirements established by COUNTY and 42 C.F.R. Section 438.208. CONTRACTOR shall ensure client's privacy is protected, in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client and include efforts to connect, refer, and link clients to community-based services and supports. CONTRACTOR will request a HIPPA and California Law compliant authorization, in satisfaction of state and federal privacy laws and regulations, to share client information with and among all providers while engaging in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

44. **SERVICE AUTHORIZATION/ADMISSION POLICIES.** CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing or prior authorizations of services, where required and as required, by DHCS information notices and COUNTY guidance for the level of care service being provided. In compliance with DHCS information notices and COUNTY policies and procedures, CONTRACTOR will collaborate with COUNTY to complete authorization requests, provide timely consultation when necessary for COUNTY to make authorization determinations, and notify COUNTY when an expedited authorization decision is needed.

CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. The admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination as described in this Agreement. A copy of the written admission policies shall be provided to COUNTY upon request.

45. **DOCUMENTATION REQUIREMENTS.** CONTRACTOR will comply with all federal, state, and COUNTY documentation requirements. All services shall be documented utilizing County-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in all DHCS information notices and COUNTY policies and procedures.

46. **ASSESSMENT.** CONTRACTOR shall use the ASAM Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. The assessment will include all required elements and follow all required guidance, as specified in all DHCS information notices and COUNTY policies and procedures. The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the client's condition changes.
47. **ASSESSMENT OF TOBACCO USE DISORDER.**
- A. As required by Assembly Bill (AB) 541 and DHCS information notices, all licensed and/or certified SUD recovery or treatment facilities shall conduct an assessment of tobacco use at the time of the client's initial intake. The assessment shall include questions recommended in the most recent version of Diagnostic and Statistical Manual of Mental Disorders (DSM) under Tobacco Use Disorder, or COUNTY's evidence-based guidance, for determining whether a client has a tobacco use disorder.
 - B. The licensed and/or certified SUD recovery or treatment facility shall: (1) provide clients information related to the effect of tobacco products on recovery from SUD, (2) recommend treatment for tobacco use disorder in treatment plan, (3) offer treatment, subject to licensure or certification, or a referral to treatment.
 - C. Licensed and/or certified SUD recovery or treatment facilities can also adopt tobacco free campus policies, to change the social norm of tobacco use, promote wellness, and reduce exposure to secondhand smoke.
48. **INTERNATIONAL CLASSIFICATION OF DISEASES 10th Revision (ICD-10).** CONTRACTOR shall use the criteria set forth in the most current edition of the DSM as the clinical tool to make diagnostic determinations and determine the corresponding diagnosis in the current edition of the ICD for reimbursement purposes. Under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) mandate, for youth under the age of 21, a diagnosis from the ICD-10 for substance related and addictive disorders is not required for early intervention services. CMS maintains and updates the ICD, changes to the lists of ICD diagnoses that occur during the term of this Agreement will not require an amendment to this Agreement and may be implemented by COUNTY as they occur.
49. **PROBLEM LIST.** CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters. Problem list documentation will adhere to industry standards, include all required elements, and meet all required timeframes specified in DHCS information notices and COUNTY policies and procedures.
50. **PROGRESS NOTES.**
- A. CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement.
 - B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

- C. Progress notes shall include all elements specified in all DHCS information notices and COUNTY policies and procedures, whether the note be for an individual or group service.
- D. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- E. CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.
- F. When a group service is rendered by CONTRACTOR, the following conditions shall be met:
 - 1. A list of participants is required to be documented and maintained by CONTRACTOR.
 - 2. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

51. **PLAN OF CARE.**

- A. As specified in all applicable Federal laws, DHCS information notices, and COUNTY policies and procedures, when a plan of care is required, CONTRACTOR shall follow the DHCS requirements outlined in the Alcohol and/or Other Drug Program Certification Standards document.
- B. CONTRACTOR shall develop plans of care for all clients, when required, and these plans of care shall include all required elements.
- C. CONTRACTOR shall develop the plan of care with participation from the client in accordance with all required timeframes.

52. **TELEHEALTH.** CONTRACTOR may use telehealth, when COUNTY deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available on the DHCS Telehealth Resources page at <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

CONTRACTOR must ensure that beneficiary choice is preserved; therefore, beneficiaries have a right to request and receive in-person services in lieu of telehealth services. To preserve a beneficiary's right to access covered services in person, CONTRACTOR must do one of the following: (1) offer those same services via in-person, face-to-face contact or (2) arrange for a referral to, and facilitation of, in-person care that does not require a beneficiary to independently contact a different provider to arrange for that care. In facilitating beneficiaries right to access covered services in person, CONTRACTOR will comply with all applicable COUNTY, State, and Federal requirements.

53. **MEDICATIONS.**

- A. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
 - B. If CONTRACTOR provides or stores medications, CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.
54. **DISCHARGE PLANNING.** CONTRACTOR shall have written policies and procedures or shall adopt COUNTY's policies and procedures regarding discharge. These written policies and procedures shall contain all required written criteria for discharge and a discharge summary that contains all required elements/information for discharge.
55. **QUALITY ASSURANCE.** CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, medication monitoring, and which details a system for verifying that all services provided and claimed for reimbursement meet DMC-ODS definitions and are documented accurately, in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its Quality Assurance plan to VCBH for review.
56. **QUALITY MANAGEMENT PROGRAM.** CONTRACTOR will comply with the requirements specified in Exhibit "G."
57. **CULTURAL AND LINGUISTIC PROFICIENCY.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53> <https://thinkculturalhealth.hhs.gov/clas/standards> and comply with 42 CFR 438.206 (c)(2).

CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates and training requirements concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP submittal, CONTRACTOR must submit a CCP annually within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

58. **PATIENTS'/CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution

Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination requirements specified in all applicable DHCS information notices. Client information materials ("Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook") in both English, Spanish, Large Font, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook" brochure and the "Substance Use Treatment Services – DMC-ODS Providers Directory."

In all facilities providing services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of clients' rights, as well as a description of CONTRACTOR's complaint procedure. CONTRACTOR shall notify clients that they may contact the COUNTY Patient Rights Advocate and/or the COUNTY SUS Quality Assurance Manager with any complaints.

59. **GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION.**

- A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by CONTRACTOR, as it pertains to this Agreement, must be responded to and resolved by the CONTRACTOR. Acknowledgement and Resolution Letters will be forwarded to COUNTY's Quality Management Division through a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

CONTRACTOR must make available COUNTY grievance form, instruction and provide reasonable assistance to file grievance directly with COUNTY as an alternative option.

- B. In compliance with all applicable DHCS information notices, COUNTY policies and procedures, and 42 C.F.R. §438.404, the appropriate and delegated NOABD must be issued by CONTRACTOR within the specified timeframes. NOABDs must be issued to clients anytime the CONTRACTOR has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. CONTRACTOR must inform the COUNTY Quality Management Division immediately after issuing a NOABD.
- C. CONTRACTOR must follow all procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424) and COUNTY policies and procedures.
- D. CONTRACTOR must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
- E. CONTRACTOR must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to COUNTY and DHCS.

60. **ADVANCE DIRECTIVES.** CONTRACTOR must comply with all COUNTY training and policies and procedures regarding Advance Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
61. **TRANSITION OF CARE.** CONTRACTOR shall follow COUNTY's transition of care policy in accordance with applicable state and federal regulations.
62. **CONFIDENTIALITY OF RECORDS/INFORMATION.**
- A. CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, 45 CFR Section 96.132 and 42 CFR Part 2, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information.
- B. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in California Welfare and Institutions Code Section 4100.2; California Health and Safety Code Section 11977; 22 CCR Section 51009; and 42 CFR, Part 2.
63. **CLIENT CONFIDENTIALITY AND CONFIDENTIALITY STATEMENT.** CONTRACTOR shall protect client confidentiality and file information in compliance with COUNTY requirements, and all applicable state and federal regulations. CONTRACTOR shall obtain consent from all clients for release of confidential client information, using language provided by COUNTY, and keep all such consent forms on file and available to COUNTY upon request.

On an annual basis, CONTRACTOR employees who work with Protected Health Information (PHI) or Personal Information (PI) must sign a confidentiality statement that includes, at a minimum, a description of CONTRACTOR's: (1) general use requirements, (2) security and privacy safeguards, (3) standards for unacceptable use, and (4) enforcement policies. Execution of the confidentiality statement signifies that the employee understands and will comply with the confidentiality regulations contained in 42 CFR Part 2 and 45 CFR Section 96.132, including the prohibition on redisclosure of information obtained through a client release of confidential client information. CONTRACTOR employees must sign the confidentiality statement prior to accessing PHI or PI. The statement must be renewed annually. CONTRACTOR shall retain employees' confidentiality statements on file for COUNTY inspection for a period of six (6) years following termination of this Agreement. CONTRACTOR will provide COUNTY with copies of all employees signed confidentiality statements annually, within sixty (60) days after execution of this Agreement.

64. **BACKGROUND CHECKS PRIOR TO ACCESS OF PHI OR PI.** CONTRACTOR will conduct a background check of all employees who will access PHI or PI prior to the employees accessing PHI or PI. The background check shall be commensurate with the risk and magnitude of harm that the employees could cause, with a more thorough background check being conducted for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain employee background check documentation for a period of three (3) years.
65. **ELECTRONIC PRIVACY AND SECURITY.**

- A. CONTRACTOR must install and actively use a comprehensive anti-virus software solution on all workstations, laptops, and other systems that process and/or store PHI or PI. CONTRACTOR's anti-virus software solution must have automatic updates that are scheduled to update at least daily.
- B. CONTRACTOR shall have a secure email system and send any email containing personally identifiable information (PII) or protected health information (PHI) in a secure and encrypted manner. CONTRACTOR's email transmissions shall display a warning banner or other warning system stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- C. CONTRACTOR shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. CONTRACTOR employees that access PHI or PI must be issued a unique username for accessing PHI or PI. CONTRACTOR employees must create a password that is at least eight characters and is a non-dictionary word. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard: (1) upper case letters (A-Z), (2) lower case letters (a-z), (3) Arabic numerals (0-9), and (4) non-alphanumeric characters (punctuation symbols). Passwords are not to be shared or stored in a readable format on the computer. Passwords must be changed every sixty (60) days. Passwords must be changed if revealed or compromised. The username must be promptly disabled, deleted, or the password changed upon the transfer or termination of a staff person with knowledge of the password.
- D. Any Electronic Health Records (EHRs) maintained by CONTRACTOR that contain PHI or PII for clients served through this Agreement shall contain a warning banner or warning system regarding the PHI or PII contained within the EHR at log in into the system. CONTRACTOR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

66. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) of 1996 AND BUSINESS ASSOCIATE AGREEMENT.**

- A. 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 of the COUNTY Intergovernmental Agreement with DHCS for SABG Services and Exhibit F of the COUNTY Intergovernmental Agreement with DHCS for DMC-ODS Services, COUNTY and CONTRACTOR shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

1. Trading Partner Requirements

- a. No Changes. CONTRACTOR hereby agrees that for the personal health information (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 Standard Regulation (45 CFR 162.915 (a)).
- b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set

as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

- c. 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)).
- d. 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 Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction 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.

3. 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 obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors, or deficiencies identified by COUNTY, and 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.

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions 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 it 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.

- B. Business Associate Agreement. CONTRACTOR may perform or assist COUNTY in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the CONTRACTOR shall be a Business Associate of the COUNTY. CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "H."

67. **ACCESS AND USE OF COUNTY TECHNOLOGY.** CONTRACTOR will be required to use the VCBH Billing and Transactional Database System to complete billing (if applicable), and/or collection and submission of client data as defined by COUNTY. CONTRACTOR will access the site remotely and is responsible for its own onsite system access. Sharing of the license or passwords is a violation of the HIPAA. VCBH has purchased the system and will provide initial training and orientation. CONTRACTOR is responsible for ongoing and new staff training as needed within its organization.

If applicable, CONTRACTOR will access and pull standard data reports from the system on a monthly basis to be used as a management tool for program evaluation. Data will include, but is not limited to service information (number served, location of service, service type, units of service), outcomes (contacts, outreach, referrals, symptoms, functioning), demographics (age, gender, ethnicity), guarantor (types of payor sources), and type of diagnosis. For CONTRACTOR meetings, COUNTY will request that CONTRACTOR submit a summary of each program(s) data two (2) weeks prior to the meeting.

68. **ELECTRONIC SIGNATURE CERTIFICATION.** CONTRACTOR client records may be signed electronically provided standardized systems are used according to approved procedures and safeguards to ensure record integrity. CONTRACTOR will adhere to standards regarding the use of electronic signatures set forth by DHCS information notices and COUNTY policies and procedures. CONTRACTOR, and its employees and subcontractors, will participate in any COUNTY required Electronic Signature training, adhere to COUNTY policies related to Electronic Signature requirements, and execute and submit electronic signature agreements in the format, frequency, and manner specified by COUNTY.

69. **QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION.** CONTRACTOR will conduct internal quality improvement activities and participate in COUNTY quality improvement (QI) activities, including but not excluding, performance measures, performance improvement projects (PIPs), collection of data/information to monitor quality, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, and other quality improvement activities requested by COUNTY in relation to COUNTY, State, and Federal requirements.

70. **NETWORK ADEQUACY.** CONTRACTOR shall submit, when requested by COUNTY and in the manner and format determined by COUNTY, network adequacy certification information to COUNTY, utilizing a provided template or other designated format. CONTRACTOR shall submit updated network adequacy information to COUNTY any time there has been a significant change that would affect the adequacy and capacity of services.

71. **TIMELY ACCESS.** CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Agreement standards for timely access to care and services, taking into account the urgency of need for services. COUNTY will monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
72. **PRACTICE GUIDELINES.**
- A. CONTRACTOR shall adopt practice guidelines (or adopt COUNTY's practice guidelines) that meet the following requirements:
1. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 2. They consider the needs of the clients;
 3. They are adopted in consultation with employed and/or contracting health care professionals; and
 4. They are reviewed and updated periodically as appropriate (42 C.F.R. § 438.236(b) and CCR, Title 9, Section 1810.326).
- B. CONTRACTOR shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).
73. **EVIDENCE-BASED PRACTICES.**
- A. CONTRACTOR will comply with COUNTY and DHCS standards related to Evidenced Based Practices (EBPs).
- B. CONTRACTOR will implement at least two of the following EBP to fidelity per provider, per service modality:
1. Motivational Interviewing
 2. Cognitive-Behavioral Services
 3. Relapse Prevention
 4. Trauma-Informed Treatment
 5. Psycho-Education
74. **PHYSICIAN INCENTIVE PLAN.** Prior to instituting a Physician Incentive Plan, CONTRACTOR will submit the proposed plan to COUNTY. COUNTY will submit CONTRACTOR's Physician Incentive Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).
75. **DUTY TO REPORT INCIDENTS TO COUNTY.** CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager and Quality Management Division of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client or staff safety, and/or COUNTY property which occurs in connection with CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement. Notification shall be sent directly to the assigned Behavioral Health Contract Manager.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to

report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC 624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notification provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY's request.

76. **RECORDS.** CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement and necessary for the COUNTY, State, and Federal governments to audit Agreement performance and compliance. CONTRACTOR shall make these records available for any audits, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, books, records, contracts, computer or other electronic systems, reports, financial records, documents of account, beneficiary records, prescription files, human resource records, subcontracts, and any other documentation pertaining to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

CONTRACTOR shall include in any contract with an audit firm a clause to permit access by the COUNTY, State, and Federal governments to the working papers of the external independent auditor and require that copies of the working papers be made available to COUNTY, State, and Federal governments at their request.

- A. **RECORDS OF TREATMENT/RECOVERY SERVICES.** (If Applicable) CONTRACTOR shall maintain records on each client receiving treatment services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. Such records shall include documentation of an initial problem assessment, a treatment plan, a record of the services provided and the client's response under that plan, a discharge summary, and documentation of aftercare or follow-up contacts. Upon termination of services by CONTRACTOR, if clients are to be transferred to another facility for services, CONTRACTOR agrees to furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer. CONTRACTOR shall complete and submit CalOMs as required by the COUNTY for each client (admission, discharge and if applicable, annual update). The Drug and Alcohol Treatment Access Report (DATAR) shall be submitted electronically

to DHCS' DATARweb program. CalOMS, DATAR and, if applicable, Drug Medi-Cal billing (along with associated claims) are expected to be submitted in a manner that is complete, accurate and timely in accordance with COUNTY requirements. CalOMS are to be submitted weekly. DATAR is to be submitted to DHCS no later than the tenth (10th) of the month following the report activity month. Untimely, inaccurate, rejected or incomplete submissions may result in withholding future payments for services rendered until issues are resolved. If at any time during the term of this Agreement, the CONTRACTOR's submissions are late more than 5% of the time and/or the error rate of CalOMS forms submitted and accepted by the State is greater than 3%, the COUNTY may withhold future payments for services rendered until issues are resolved. Should CONTRACTOR experience system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, CONTRACTOR shall report the problem in writing to COUNTY before the established data submission deadlines.

- B. RECORDS OF PREVENTION SERVICES. (If Applicable) CONTRACTOR shall maintain records documenting the provision of prevention services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. Such records shall include documentation of staff hours devoted to providing such services, records of the type, content, and amount of services provided, records of attendance of service recipients, and descriptive information regarding service recipients.
- C. RECORDS OF EARLY INTERVENTION. (If Applicable) CONTRACTOR shall maintain records documenting the provision of early intervention services described in Exhibit "A" PROGRAM DESCRIPTION of this Agreement. In the case of service provided on a group basis, such records shall include documentation of staff hours devoted to providing such services, records of the type, content, and amount of services provided, records of attendance of service recipients, and descriptive information regarding service recipients. In the case of services provided on an individual basis, such records shall include a case record for each client documenting initial problem assessment and intervention strategy, a record of the services provided and the client's response to those services, and a discharge summary.
- D. FINANCIAL RECORDS. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable federal, state or COUNTY requirements, procedures set out in all DHCS guidance and requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The records shall clearly reflect: (1) the source of funding for each type of service for which reimbursement is claimed, (2) the cost of service in accordance with generally accepted accounting principles and (3) evidence of proper audit trails that reflect the true cost of the services rendered and costs incurred. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors. All records shall be maintained on a basis compatible with the contract requirements specified in this the Agreement. CONTRACTOR agrees to submit to COUNTY, within ten (10) days of receiving a request from COUNTY, copies of the findings of any audits which CONTRACTOR commissions. Additionally, CONTRACTOR agrees to submit to COUNTY complete financial records, including all year-to-date expenses and revenues, upon request.
- E. RETENTION OF RECORDS. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client

records, psychologist records, and service and financial records. All patient/client records shall be maintained and retained for a minimum of ten (10) years, in accordance with WIC 14124.1 and 42 CFR Sections 438.3(h) and 438.3(u), from the finalized cost settlement process with DHCS. Specifically, patient/client records shall be maintained for each service rendered, to who it was rendered, and the date of service. When an audit by the Federal Government or DHCS has been started before the expiration of the ten (10) year period, the patient/client records shall be maintained until completion of the audit and the final resolution of all issues. All other records shall be kept for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies (including any appeal), whichever is later. In the case of a minor, all patient/client records and psychologist records shall be retained either for one (1) year past the patient's eighteenth (18th) birthday, for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

- F. Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that the COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

77. **PROGRAM MONITORING AND REVIEW.**

- A. Pursuant to Welfare and Institutions Code section 5608 and California Code of Regulations, title 9, section 521, services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or his or her authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTOR or DHCS to come on CONTRACTOR's premises or facilities for the purpose of making periodic and/or unannounced inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY and DHCS with all information as COUNTY may require to evaluate fiscal, programmatic, and clinical effectiveness of the services being rendered under this Agreement and to ensure no fraud, waste, or abuse is occurring or has occurred in the delivery of services to beneficiaries.
- C. The DIRECTOR or his or her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. In monitoring its service delivery and program operations, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse, and which include provisions to verify, by sampling or other methods, whether the services rendered by CONTRACTOR or any subcontractor were received by a beneficiary.
- E. CONTRACTOR agrees to fully participate and cooperate with COUNTY and DHCS in the implementation, monitoring and evaluation of all services. CONTRACTOR will

complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement and required by COUNTY to meet its obligations under its contract with the DHCS.

- F. If CONTRACTOR is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be issued. CONTRACTOR shall submit a corrective action plan response to COUNTY no later than thirty (30) days after receiving the corrective action plan findings from COUNTY. CONTRACTOR will be given a specified period to correct the non-compliance or unsatisfactory performance. Should CONTRACTOR fail to remediate any non-compliance or unsatisfactory performance, CONTRACTOR may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

78. **AUDIT OF SERVICES.**

- A. CONTRACTOR shall allow the DHCS, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY to evaluate the performance of CONTRACTOR and its subcontractor under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to audit evaluate, and inspect any and all documents, books, records, contracts, computer or other electronic systems of the CONTRACTOR, or of the subcontractor of the CONTRACTOR, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time. CONTRACTOR will make available for purposes of audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records contracts, computer or other electronic systems relating to its Medicaid beneficiaries. CONTRACTOR shall allow such audit, evaluation, or inspection of its records, documents and facilities, and those of its subcontractors, for a minimum of ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. parts 438.3(h), 438.230(c)(3)(i-iii)). The DHCS, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY may inspect, evaluate, and audit the CONTRACTOR and its subcontractors at any time if there is reasonable possibility of fraud or similar risk. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR and its subcontractors under this Agreement including working papers, books, records, contracts, computer or other electronic systems, reports, financial records and documents of account, beneficiary records, human resource records, prescription files, subcontracts, and any other documentation pertaining to any aspect of services and activities performed under this Agreement.

Inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the state fiscal year in which the Agreement was in effect. CONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from COUNTY.

- B. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement, including beneficiary grievance and appeal records and the data, information and documentation specified in 42 C.F.R. Sections 438.416, 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, human resource records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR shall be responsible for providing all fiscal and program records to COUNTY to ensure that the COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

- C. CONTRACTOR's performance and reported delivery of service will be subject to verification, monitoring, quality assurance, and program review. COUNTY may, in its sole discretion, perform periodic fiscal, quality assurance, and/or program review(s)/audits of CONTRACTOR's records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).
- D. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds:
1. Identification of Fraud, Waste or Abuse as defined in federal regulation:
 - a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual.
 2. Overpayment of CONTRACTOR by COUNTY due to errors in claiming or documentation.
- E. COUNTY shall have the right to recover payment from CONTRACTOR under this Agreement, as a result of any audit or review disallowance or notification of overpayment by CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance or notification from CONTRACTOR of an overpayment, CONTRACTOR shall reimburse COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of COUNTY:
1. Paid in one cash payment.

2. Paid by cash payment (s) over a period determined by COUNTY.
3. Deducted from future claims over a period determined by COUNTY.
4. Deducted from any amounts due whether under this Agreement or otherwise.
5. A combination of any or all of the above.

Per applicable DHCS information notices and COUNTY policies and procedures, overpayments must be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

79. **SINGLE AUDIT ACT CLAUSE.** If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with an Assistance Listing number-see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

80. **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. 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 VCBH Director or designee. The VCBH Director or designee is responsible for providing the audit report to the COUNTY Auditor Controller.
- C. CONTRACTOR must submit any required corrective action plan to the COUNTY simultaneously with the audit report or as soon thereafter as it is available. The COUNTY shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

81. **REPORTS.**

- A. CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying the reason for overpayment and if the overpayments are due to potential fraud, (3) information about

changes in a beneficiary's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

- B. CONTRACTOR must submit to COUNTY no later than February 1st, of each Fiscal Year, a Fiscal Year-End Projection Report showing actual data for the period July 1st through December 31st of the current fiscal year and also showing estimates for the remainder of the current fiscal year January 1st through June 30th. The Fiscal Year-End Projection must include the following supporting documents:
 - 1. Salaries and benefits details for each program, indicating the employee name, title, hours worked, salaries, and total benefits.
 - 2. Allocation worksheet
 - 3. Total Units of Service by Procedure Code and staff taxonomy
 - 4. General Ledger summary report for each program.
- C. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, County, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- D. CONTRACTOR shall report to COUNTY the number of referrals made to "alternative" substance abuse treatment providers that were necessitated by potential or existing client/beneficiary's religious objection.
- E. CONTRACTOR will report to COUNTY within one (1) business day of any significant change in operations that affects the adequacy and capacity of services.

82. **COMMUNICATIONS.**

- A. Regulatory Agency Inspections and Visits. CONTRACTOR will notify COUNTY within forty-eight (48) hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of CONTRACTOR's program and/or facility and describe the nature of the inspection. A copy of any written findings will be sent to VCBH within seventy-two (72) hours of receipt.
- B. Unscheduled Regulatory Agency Inspections and Visits. CONTRACTOR will notify COUNTY within forty-eight (48) hours of an unscheduled inspection by a regulatory agency and describe the nature of the inspection. A copy of any written findings will be sent to VCBH within seventy-two (72) hours of receipt.
- C. Communications. Copies of any regulatory agencies findings, notices of deficiencies, health and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to VCBH within seventy-two (72) hours of receipt.

83. **CONTRACTOR TRAINING AND REPORTING.** CONTRACTOR is required to provide compliance training and education to its employees that is designed to guard against fraud, waste, and abuse. CONTRACTOR shall also provide other training and education to its employees that is relevant to the contracted services. CONTRACTOR

shall participate in all COUNTY required training to ensure compliance with new and revised policies and procedures, documentation, and service delivery requirements. CONTRACTOR shall complete all COUNTY required training in the timeframes specified by COUNTY. CONTRACTOR agrees to comply with COUNTY training, policies, and procedures on False Claims Act requirements as 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, Rights of Whistleblowers, and other service delivery related topics. CONTRACTOR agrees to provide services in accordance with all applicable training, policies, and procedures.

Using the COUNTY provided template, CONTRACTOR shall provide COUNTY with a list of: (1) CONTRACTOR's mandatory, elective, and compliance related training requirements for employees, (2) training completed by each employee, and (3) training that is pending completion for each employee. The training lists must specify which of the completed or pending trainings are mandatory, optional, and/or compliance related. The training lists shall provide a description of the training and specify the required frequency that each training is required to be completed. CONTRACTOR shall report this information to the COUNTY on a quarterly basis, by the 15th day following the end of each quarter or upon request of the COUNTY.

84. **MASTER PROVIDER FILE (MPF) DOCUMENTATION REQUIREMENTS.** DHCS will generate a County MPF report for COUNTY on the last day of each month. COUNTY shall send the MPF report to CONTRACTOR. CONTRACTOR shall review the County MPF report and confirm whether the information, including the contract status and identification information, is accurate and up to date. CONTRACTOR will need to respond to COUNTY within 48 hours of receipt of the report on whether changes or no changes are required to the report.

85. **CONTRACTOR PERSONNEL FILES, JOB DESCRIPTIONS, AND VOLUNTEER/INTERN WRITTEN PROCEDURES.**

- A. CONTRACTOR personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
1. Application for employment and/or resume
 2. Signed employment confirmation statement/duty statement
 3. Job description
 4. Performance evaluations
 5. Health records/status as required by the provider, AOD Certification or CCR Title 9
 6. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
 7. Training documentation relative to substance use disorders and treatment
 8. Current registration, certification, intern status, or licensure
 9. Proof of continuing education required by licensing or certifying agency and program
 10. CONTRACTOR's Code of Conduct.
 11. Documentation of completion of personnel requirements set forth in Behavioral Health Information Notice 21-001 for personnel providing detoxification checks.
- B. Job descriptions shall be developed, revised as needed, and approved by the CONTRACTOR's governing body. The job descriptions shall include:

1. Position title and classification
2. Duties and responsibilities
3. Lines of supervision
4. Education, training, work experience, and other qualifications for the position

C. If CONTRACTOR utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:

1. Recruitment
2. Screening and Selection
3. Training and orientation
4. Duties and assignments
5. Scope of practice
6. Supervision
7. Evaluation
8. Protection of beneficiary confidentiality

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

86. **FEDERAL SALARY RATE CAP.** CONTRACTOR agrees that no part of any federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$212,100 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule, located at <https://www.opm.gov/> (U.S. Office of Personnel Management).

87. **EQUIPMENT OWNERSHIP.** COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or purchased using federal grant funds under this Agreement. If applicable, CONTRACTOR will furnish, and amend as necessary, a list of all equipment purchased under this Agreement, together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

If applicable, within sixty (60) calendar days prior to the termination of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to COUNTY, and shall at that time query COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. Final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by COUNTY after receipt and review of the final inventory report. At the termination of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

88. **FACILITIES.** If CONTRACTOR proposes to add an additional location or to relocate its existing location, CONTRACTOR must have the location pre-approved by

COUNTY to ensure the appropriateness of the location and adherence to geographic access time and distance standards. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing and signed by the DIRECTOR to be valid. Approval will be based solely on the need for additional services in the proposed area. CONTRACTOR is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, State, and Federal rules, regulations and requirements.

89. **ADVERTISING REQUIREMENTS.**

- A. CONTRACTOR, to protect the health, safety, and welfare of clients with a SUD, shall not use false or misleading advertisement for their medical treatment or medical services as per SB 434 Health and Safety Code § 11831.9 and all applicable DHCS information notices.
- B. Licensed SUD recovery or treatment facilities and certified alcohol or other drug programs shall not do any of the following:
 - 1. Make a false or misleading statement or provide false or misleading information about the entity's products, goods, services, or geographical locations in its marketing, advertising materials, or media, or on its internet website or on a third-party internet website.
 - 2. Include on its internet website a picture, description, staff information, or the location of an entity, along with false contact information that surreptitiously directs the reader to a business that does not have a contract with the entity.
 - 3. Include on its internet website false information or an electronic link that provides false information or surreptitiously directs the reader to another internet website.

90. **PUBLICATIONS AND PRESENTATIONS.** All publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement shall include the phrase "Made possible through funding from Ventura County Behavioral Health Department, Substance Use Services Division." Prior to publication/distribution, materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY SUS Division Chief.

Electronic and printed documents developed and produced for public communications shall adhere to the following requirements to comply with Section 508 of the Rehabilitation Act and the American Disabilities Act: Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

91. **NATIONAL VOTER REGISTRATION ACT (NVRA).** CONTRACTOR shall fully comply with Section 7 of the NVRA. CONTRACTOR shall ensure that its personnel offer and provide voter registration assistance to clients in accordance with all applicable state and federal laws and regulations, including by requiring its personnel to attend annual training, and shall require its personnel to provide voter registration cards and voter preference forms to COUNTY's clients at the Premises. CONTRACTOR shall review with its personnel all directions provided by the U.S. Department of Justice regarding NVRA, including the information found at http://www.justice.gov/crt/about/vot/nvra/nvra_faq.php. CONTRACTOR shall submit the NVRA training sign off sheet, included by reference, to COUNTY on an annual basis or upon request by COUNTY to document that CONTRACTOR's staff have received NVRA training. The sign off sheet shall be submitted to COUNTY by the 15th day following the end of the fiscal year or upon request by COUNTY.

92. **CLEAN-UP OF CONTAMINATION AND POLLUTION.** CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
93. **AIR OR WATER POLLUTION REQUIREMENTS.** Any federally funded agreement in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law:
- A. CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
 - B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.
94. **CHILD SUPPORT COMPLIANCE ACT.** CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders pertaining to all employees, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code. CONTRACTOR shall provide the names of all new employees to the new hire registry maintained by the Employment Development Department.
95. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000.** CONTRACTOR and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
96. **PRIORITY HIRING CONSIDERATIONS.** If this Agreement includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code 10353.
97. **HATCH ACT.** CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, SubPart F., Chapter 773, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
98. **PARTICIPATION IN THE COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA.** CONTRACTOR's entity Administrator or designee, shall participate and represent their entity in meetings of the County Behavioral Health Director's Association of California, for the purposes of representing the county and their entity in their relationship with DHCS with respect to policies, standards, and administration of SUD services.
99. **SMOKE-FREE WORKPLACE CERTIFICATION.** CONTRACTOR will comply with the requirements specified in Exhibit "I."

100. **INVOICING.** CONTRACTOR will comply with the Utilization Review and Contractors Invoice Procedure that is specified in Exhibit "J."
101. **CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED.** CONTRACTOR will comply with the requirements as specified in Exhibit "K."
102. **LOBBYING CERTIFICATION AND DISCLOSURE CERTIFICATION.** CONTRACTOR will comply with the requirements as specified in Exhibit "L."
103. **CONTRACT REDUCTION.** In the event that the Board of Supervisors, County Executive Officer, VCBH DIRECTOR implement reductions to the current fiscal year budget or in the event any of the funding sources for this contract implement reductions, the VCBH DIRECTOR or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH DIRECTOR or designee.
104. **ADDITIONAL CONTRACT RESTRICTIONS.** Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for COUNTY and/or the DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

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

105. **DISPUTES.** Any dispute concerning performance under the terms of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the designated representative of each party for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.
106. **TERMINATION.**
- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
 - B. After the giving of notice of termination CONTRACTOR shall: (1) continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination, and (2) if appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
 - C. Any other provision of this Agreement to the contrary notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:

1. The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
 2. If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
 3. There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
 4. If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
 5. Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof; or
 6. CONTRACTOR refuses to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refuses to permit interviews with employees; or
 7. Pursuant to Section 29(B) of this Agreement.
 8. CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, federal, state, and local laws, regulations and directives with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY's failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.
- E. Should this Agreement be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the date of termination. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR, nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

107. **CONSTRUCTION OF COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.
108. **ALTERATION.** Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
109. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
110. **NO WAIVER.** Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.
111. **TIME.** Time is of the essence for this Agreement.
112. **SEVERABILITY OF AGREEMENT.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms shall remain in full force and effect and shall not be affected.
113. **CUMULATIVE REMEDIES.** The exercise or failure to exercise of legal rights and remedies by COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
114. **PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
115. **EXTENT OF CONTRACTUAL DOCUMENTS.** This Agreement shall consist of this basic document, Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L," and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement.

Exhibit A: Program Description

Exhibit B: Payment Terms

Exhibit C: Assurances Regarding no Unlawful Use of Drugs or Alcohol

Exhibit D: Assurances Regarding Drug-Free Work Place

Exhibit E: Debarment and Suspension Certification

Exhibit F: Codes of Conduct

Exhibit G: Quality Management Program

Exhibit H: Business Associate Agreement

Exhibit I: Smoke-Free Workplace Certification

Exhibit J: Utilization Review and Contractors Invoice Procedure

Exhibit K: Certification of Claims for Payment for Services Rendered

Exhibit L: Lobbying Certification and Disclosure Certification

116. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

117. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month and year first above written.

WESTERN PACIFIC MED-CORP.

COUNTY OF VENTURA

By _____
Authorized Signature

Printed Name and Title

Date

By _____
Authorized Signature

Printed Name and Title

Date

By _____
Authorized Signature

Printed Name and Title

Date

* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT “A”

PROGRAM DESCRIPTION

WESTERN PACIFIC MED-CORP. July 1, 2023 through June 30, 2024

Provider Name: **WESTERN PACIFIC MED-CORP.**

Program: **NARCOTIC TREATMENT PROGRAM (NTP) SERVICES**

1. INTRODUCTION

- A. As an organizational provider agency, Contractor shall provide administrative and direct program services to County’s Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of 21, the Contractor shall provide all medically necessary SUD services required pursuant to Section 1396d(r)(r) of Title 42 of the United States Code (Welfare & Institutions Code 14184.402 (e)).
- B. Contractor shall deliver services using evidence-based practice models. Contractor shall provide said services in Contractor’s program(s) as described herein; and utilizing locations as described herein.

2. PROGRAM INFORMATION

Contract Period	FY 2023-2024
Program Name	Narcotic Treatment Program (NTP)
Service Delivery Locations	955 E. Thompson Blvd., Ventura, CA 93001
Hours of Operation	Mon-Fri 5:15 AM-12:30 PM Sat and Sunday 6:00 AM-9:00 AM

3. TARGET POPULATION

- A. Contractor shall provide:
 - I. Outpatient Narcotic Treatment Program (NTP) services, specifically NTP-Methadone, NTP-Individual Counseling, and NTP-Group Counseling for eligible Medi-Cal beneficiaries in need of such services in accordance with applicable federal and state statutes and regulations including Title 22 regulations related to the Drug/Medi-Cal Program, DHCS Substance Use Disorder Services Standards, and applicable licensure and certification requirements for NTP services.

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide NTP, also described in the American Society of

Addiction Medicine (ASAM) criteria as an Opioid Treatment Program (OTP), is an outpatient program that provides Food and Drug Administration (FDA) approved medications and biological products to treat SUDs when ordered by a physician as medically necessary. NTPs are required to administer, dispense, or prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), disulfiram, and naloxone. If the NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP must prescribe the medication for dispensing at a pharmacy or refer the beneficiary to a provider capable of dispensing the medication.

- I. NTP Services include the following service components:
 - a. Assessment
 - b. Care Coordination
 - c. Counseling (individual and group)
 - d. Family Therapy
 - e. Medical Psychotherapy
 - f. Medication Services
 - g. Medications for Addiction Treatment (MAT) for Opioid Use Disorders (OUD)
 - h. MAT for Alcohol Use Disorders (AUD) and other non-opioid SUDs
 - i. Patient Education
 - j. Recovery Services
 - k. SUD Crisis Intervention Services
- II. Contractor shall provide MAT (also known as medication-assisted treatment) Medications for addiction treatment include all FDA approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a ASAM level of care.
 - I. MAT may be provided with the following service components:
 - a. Assessment
 - b. Care Coordination
 - c. Counseling (individual and group)
 - d. Family Therapy

- e. Medication Services
 - f. Patient Education
 - g. Recovery Services
 - h. SUD Crisis Intervention Services
 - i. Withdrawal Management Services
- III. As stated in Article V.A of Exhibit A, Attachment I, or subsequent amendments, of the Intergovernmental Agreement for the DMC-ODS, the Contractor has elected to provide MAT services as a Contractor specific service. Therefore, the Contractor shall comply with the following Contractor specific requirements:
- a. MAT shall include the assessment, treatment planning, ordering, prescribing, and monitoring of all medications for SUDs. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or Licensed Practitioner of the Healing Arts (LPHA) working within their scope of practice. Per DHCS DMC-ODS regulations, all service providers are required to be trained in the ASAM Criteria within 30 days of hire and prior to providing clinical services.
 - b. The Contractor shall prescribe buprenorphine, naltrexone (oral and injectable), acamprosate, disulfiram, and naloxone. Other approved medications in the treatment of SUDs may also be prescribed, as medically necessary.
 - c. The Contractor shall ensure care coordination to coordinate care with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may simultaneously participate in MAT services and other levels of care as medically necessary, indicated by the ASAM assessment. Contractor shall utilize the County or a County approved ASAM Assessment when referring to different levels of care. Contractor shall coordinate transitions with the County via the Care Coordination Substance Use Services team and access line.
 - d. For clients currently in treatment, admitted prior to December 1st, 2018, Contractor will complete full ASAM Assessment and maintain in client record to be audited by County on an annual basis. For new admissions after December 1st, 2018, Contractor will complete a full

ASAM Assessment and maintain proof in the client record that it was completed within 7 days of admission.

- IV. Contractor shall provide Recovery Services. Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care.
 1. Recovery Services include the following service components:
 - a. Assessment
 - b. Care Coordination
 - c. Counseling (individual and Group)
 - d. Family Therapy
 - e. Recovery Monitoring which includes recovery coaching and monitoring designed for the maximum deduction of the beneficiaries SUD
 - f. Relapse Prevention which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with potential to relapse for the maximum deduction of the beneficiaries SUD
- V. Contractor shall observe and comply with all non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.
- VI. Contractor will be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to a beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering services, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility

of a Medi-Cal beneficiary are described in the DHCS DMC Provider Billing Manual.

- VII. Contractor shall maintain continuous availability and accessibility of NTP services, facilities, clinic sites, and personnel to provide the covered services under this Agreement.

5. REFERRAL AND INTAKE PROCESS

- A. Contractor shall follow the referral and intake process as outlined herein.

[Insert description of referral and intake process]

- I. Contractor agrees to formatting a set protocol, subject to review by County, which includes a client questionnaire specific to cardiac history, informed consent forms regarding cardiac risks, utilization of a standard cardiac risk assessment tool to be reviewed by the admitting physician, and other best medical practices in order to reduce the risk of QT interval prolongation and provide information about the possibility of arrhythmia and sudden death.
- II. Adhere to priority admission standards and DHCS timeliness to service requirements for federal priority population groups. Each non-residential or residential substance use disorder program receiving federal block grant funds shall provide priority admission to comprehensive services in the following manner (reference 45 CFR Section 96.131):
 - 1. Pregnant women who are injecting drug users
 - 2. Pregnant substance abuser
 - 3. Injecting drug users
 - 4. All others
- III. Adhere to waiting list standards for non-residential or residential substance use disorder program receiving federal block grant funds.
 - 1. Each non-residential or residential substance use disorder program shall establish a waiting list in compliance with DHCS standards, which includes a unique identifier for each client.
 - 2. The waiting list shall be established for all pregnant injecting drug users, pregnant substance abusers when Contractor's services are not available within forty-eight (48) hours, and injecting drug users where services are not available within fourteen (14) days.
 - 3. Injecting drug users must receive comprehensive services within one hundred twenty (120) days from the date they initially requested services. (reference 45 CFR Section 96.126.)

4. For each individual who is placed on a waiting list, the program must complete the pre-admission form which includes a unique identifier for each individual.
 5. Evidence of compliance with the proper maintenance and reporting on wait list shall be made available to County upon request.
- I. Offer referrals to interim services to injecting drug using clients when they cannot be admitted into the program. The schedule for interim services will be given by Contractor staff to each individual. Contractor is also responsible for informing each individual of the types of services offered at the interim service site. (reference 45 CFR Sections 96.121, 96.126, and 96.131). If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the beneficiary in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
 - II. Contractor is responsible for adhering to the human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) requirements (reference 45 CFR Sections 96.128 and 96.121), including, but not limited to:
 - Providing each client with information on the availability (time and location) for HIV/AIDS testing and pre- and post-test counseling.
 - Facilitating the clients' access to above service to the extent necessary.
 - Referring the client to the County Public Health Department HIV office should it become known to the Contractor that the client is HIV-positive.
 - Maintaining the most current HIV/AIDS services directory on premises.
 - Distributing information on HIV/AIDS provided by County when conducting outreach activities.
 - III. Contractor is responsible for adhering to tuberculosis (TB) requirements (reference 45 CFR Sections 96.121 and 96.127), including, but not limited to:
 - Counseling/providing information to each client on TB.
 - Testing to determine whether further evaluation and/or treatment is necessary.
 - Referral to a County approved x-ray clinic, or to Contractor's physician (at Contractor's cost) for those individuals registering a positive skin test.
 - Referral to the County Public Health Department if treatment is required.

- IV. Contractor agrees to have the admitting physician check the Controlled Substance Utilization Review and Evaluation System (CURES) data base at the time of admission and set a standard protocol for when quarterly (or more frequent) checks of CURES is indicated for specific client cases (i.e. a positive drug screen).

6. PROGRAM DESIGN

- A. Contractor shall maintain programmatic services as described herein.
 - I. Contractor shall provide clients with an alcohol and other drug-free supportive environment.
 - II. Contractor shall provide assessments and consultation to persons with a diagnosed substance use disorder.
 - III. Contractor shall offer the beneficiary a minimum of fifty minutes of counseling services per calendar month. NTPs shall comply with all federal and state NTP licensing requirements. If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the beneficiary in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement. NTP services are provided in DHCS licensed NTP facilities pursuant to the California Code of Regulations, Title 9, Chapter 4, Division 4, and title 42 of the CFR. Counseling services provided in the NTP modality can be provided in person, by telehealth, or by telephone. However, the medical evaluation for methadone treatment (which consists of a medical history, laboratory tests, and a physical exam) must be conducted in-person.

7. DISCHARGE CRITERIA AND PROCESS

- A. Contractor will engage in discharge planning beginning at intake for each client served under this Agreement. Discharge planning will include regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.
- B. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.
- C. Contractor will contact County Care Coordination Team for assistance in discharge planning, transitions of care and any other needs the client may have. Contractor will coordinate any MAT services directly with the receiving MAT service provider to ensure there are no gaps in treatment.

8. PROGRAM OR SERVICE SPECIFIC AUTHORIZATION REQUIREMENTS

- A. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.
 - B. Contractor shall provide treatment services in accordance with treatment standards promulgated by the DHCS including those pertaining to quality and effectiveness through a system of documented continuous review, evidence-based practices and program improvements based on established outcome measures and performance. Contractor shall manage service delivery and provide County with reports and measured outcome data.
 - C. Contractor shall work collaboratively with County to develop process benchmarks and monitor progress.
 - I. CONTRACTOR will collaborate with the County in the collection and reporting of performance outcomes data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS.
 - II. CONTRACTOR will report on the following performance outcomes and data, as requested by County:
 - 1. Number of admissions
 - 2. Number of completions
 - 3. Monthly Time to service data (DATAR)
 - 4. Monthly CalOMS Report (Admission, Discharge and Annual)
 - 5. Use of EBP programming (Motivational Interview, Cognitive Behavior Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education)
 - 6. Monthly ASAM Level of Care Report
 - 7. Monthly Performance Metrics Requirements (Access, Timeliness and Quality)
 - 8. Submit Performance Improvement Project (PIP) for either clinical or non-clinical per EQRO requirements.
9. REPORTING AND EVALUATION REQUIREMENTS
- A. CONTRACTOR shall complete all reporting and evaluation activities as required by the County and described herein.
 - I. CONTRACTOR shall comply with all audit recommendations (if any) specified in its most recent audit which is incorporated herein by this reference for services hereunder and agrees to take prompt corrective

action to eliminate any material noncompliance or weakness found as a result of such audit prior to the termination of this Agreement.

- II. CONTRACTOR shall complete an Incident Report Form regarding any unusual circumstances involving a client(s) and submit the form to VCBH Contracts Administration and VCBH Quality Management Division (QM.UR@ventura.org) within 24 hours or first knowledge of the incident.
- III. CONTRACTOR will submit identified applicable data and information requirements as contained in MHSUDS Information Notice No. 18-011, Federal Grievance and Appeal System Requirements With Revised Beneficiary Notice Templates.
- IV. CONTRACTOR will submit identified applicable data and information requirements as contained in MHSUDS Information Notice No. 18-011, Federal Network Adequacy Standards for Mental Health Plans (MHPS) and DMC-ODS Pilot Counties.

10. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

- A. County will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.
- B. County will provide the CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.
- C. County will make ongoing technical assistance available in the form of direct consultation to CONTRACTOR upon CONTRACTOR's request to the extent that County has capacity and capability to provide this assistance. In doing so, the County is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.
- D. Any requests for technical assistance by CONTRACTOR regarding any part of this Agreement shall be directed to the County's designated contract monitor.
- E. CONTRACTOR shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work. CONTRACTOR shall require all covered individuals to attend, at minimum, one compliance training annually.

- I. These trainings shall be conducted by County or, at County's discretion, by CONTRACTOR staff, or both, and may address any standards contained in this Agreement.
 - II. Covered individuals who are subject to this training are any CONTRACTOR staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.
- F. CONTRACTOR will comply with all treatment standards and provide ongoing staff training to ensure that these standards will be maintained and known by all staff.
- G. Additional Requirements
- I. Courtesy Dosing
 - a. In addition to complying with DHCS, Title 22 and Title 9 regulations for NTP services, CONTRACTOR agrees to complete and submit the Single Case Agreement Form to County for courtesy dosing less than 30 days in length. This form must be submitted to County prior to rendering services.
 - II. Claims for NTP services provided to Ventura County Medi-Cal beneficiaries at other CONTRACTOR locations shall be reimbursed by County, provided the following:
 - 1. CONTRACTOR shall verify address at admission and twice per month thereafter, to ensure that beneficiary has not moved to County of service. If beneficiary has moved, CONTRACTOR shall assist him/her with changing Medi-Cal to new County.
 - 2. CONTRACTOR shall prompt beneficiary to transfer to NTP services in County of residence and ensure beneficiary has a smooth transition to Ventura County clinic location.
 - 3. If a hardship reason for not transferring services to County of residence is determined, beneficiary may continue to be served in County of service until the hardship has been resolved. CONTRACTOR shall document the reason in a progress note, which may become part of the contract monitoring process.
 - 4. If no treatment slots are available at any Ventura County located NTP clinic, beneficiary may continue to be served in County of service until a treatment slot is available in a Ventura County located NTP clinic. CONTRACTOR shall document this in a progress note, which may

become part of the contract monitoring process.

5. County shall not reimburse CONTRACTOR for any claims for NTP services provided to beneficiaries from other counties with the exception of courtesy dosage. Additionally, Provider shall provide Therapy Services to County Medi-Cal eligible residents at Provider's licensed treatment locations in California, not including courtesy dosage that County eligible residents may receive out of County.

EXHIBIT "B"

PAYMENT TERMS

WESTERN PACIFIC MED-CORP.

July 1, 2023 through June 30, 2024

- A. COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" and Attachment A to Exhibit "B" for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A". Except as expressly provided in this Agreement, the maximum total sum of all payments made by COUNTY to CONTRACTOR for the services and work performed or provided under this Agreement for the service period of July 1, 2023 through June 30, 2024, shall not exceed **\$1,877,400**. This not to exceed amount is not a guaranteed sum but shall be paid only for services actually rendered. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years. The funding sources for this Agreement could include DMC-ODS FFP and 2011 Realignment.
- B. 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. CONTRACTOR will review the DHCS Billing Manual periodically to ensure CONTRACTOR is aware of any changes and utilizing the information from the most current version of the manual. If applicable, CONTRACTOR shall enter claims data into the COUNTY's Billing and Transactional Database System within the timeframes established by COUNTY.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice using CONTRACTOR's own letterhead or format and include a signed Certification of Claims form (Exhibit "K"), delivered units of service with appropriate documentation, and a copy of the DATAR report. When applicable, a printout from COUNTY's Billing and Transactional Database System of billable services will be required to be submitted with CONTRACTOR's invoice. If COUNTY encounters any issues with the implementation of COUNTY's Billing and Transactional Database System that impede the invoicing process, COUNTY will reimburse CONTRACTOR 1/12th of the Agreement's maximum contract amount for the services specified in this Exhibit "B," until the issue is resolved, as determined by COUNTY. If this payment methodology is used, COUNTY will complete a reconciliation of the units of service and rates against the payments made to CONTRACTOR to identify any over or under payments. COUNTY is entitled to recover and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, and dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late

invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

- D. **TIMELY BILLING.** If applicable, CONTRACTOR shall generate a monthly Timely Billing Report that has been reviewed by CONTRACTOR's Chief Financial Officer, Controller, or highest ranking accounting officer. CONTRACTOR's accounting officer's signature on the report indicates that timeliness related to billing will be managed to achieve an average of three business days or less from the time of service to the date of entry in COUNTY's Billing and Transactional Database System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to COUNTY. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports.
- E. Payment shall be made in arrears upon the submission of approved invoices to COUNTY. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code or Narcotic Treatment Services type multiplied by the service rates in Attachment A of Exhibit "B." COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all reconciliation activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 82, Audit of Services, Subsections D and E. All payments and claimed expenses shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR approved services rendered, less any services that are disallowed for any reason by the COUNTY Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. In no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Section A of Exhibit "B."
- F. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated staffing which is applicable under this Agreement. COUNTY will use this information as an ongoing monitoring guide, and will also include in COUNTY monitoring the measure of productivity, service level expectation, and the ability to achieve outcomes as specified in this Agreement.
- G. **DMC-ODS reimbursement provision:** For DMC-ODS eligible services, COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to DMC-ODS beneficiaries under this Agreement, CONTRACTOR shall comply with Drug Medi-Cal State Plan and DMC-ODS Waiver requirements. The DMC-ODS reimbursement is composed of FFP, State Funds Realignment, and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing DMC-ODS funding as applicable. CONTRACTOR must accept as payment in full the amounts paid by COUNTY in accordance with this Agreement. CONTRACTOR may not demand any additional payment from DHCS, client, or other third-party payers.
- H. 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.
- I. 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.

- J. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by DIRECTOR or his or her designee prior to performance thereof.
- K. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments (CCR, tit 9 Section 1810.365(a)).
- L. CONTRACTOR shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.
- M. CONTRACTOR or subcontractor of CONTRACTOR shall not hold beneficiaries liable for debts in the event that the COUNTY becomes insolvent; for costs of covered services for which the State does not pay the COUNTY; for costs of covered services for which the State or the COUNTY does not pay the COUNTY's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).
- N. CONTRACTOR agrees to hold harmless both the State of California and beneficiaries in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this contract.
- O. 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.
- P. COUNTY will not remit payment for services to any entity or financial institution that is located outside of the United States of America. CONTRACTOR certifies, by executing this Agreement, that it and its subcontractors are located (and, where CONTRACTOR and/or its subcontractors are corporations, incorporated) in the United States of America.
- Q. COUNTY will not remit payment for services 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 DHCS or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).
- R. In accordance with 42 C.F.R. 438.608(a)(8) and 42 C.F.R. part 455.23, in cases where there is a credible allegation of fraud for which an investigation is pending under the Medicaid program against CONTRACTOR or their network provider, COUNTY shall

suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.

- S. COUNTY will not remit payment for any item or service furnished under this Agreement: (1) by CONTRACTOR or any individual or entity during any period when CONTRACTOR, the individual, or entity is excluded from participation under the Social Security Act, sections 1128, 1128A, 1156 or 1842(j)(2), (2) that is provided by any individual, entity, at the medical direction or on the prescription of a physician, during the period when the individual, entity, or physician is excluded from participation under titles V, XVIII, or XX or pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such items or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person), (3) if the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual, entity, or physician, unless the State determines there is good cause not suspend such payments, or (4) in respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- T. Investigations and Confidentiality of Administrative Actions. If CONTRACTOR is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend CONTRACTOR from the DMC program, pursuant to W&I Code Section 14043.36(a). Information about CONTRACTOR's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I Code Section 14107.11 and Code of Federal Regulations, Title 42, Section 455.23. COUNTY is to withhold payments to a DMC provider during the time a payment suspension is in effect. COUNTY has executed a Confidentiality Agreement with DHCS which permits DHCS to communicate with COUNTY concerning subcontractor providers that are subject to administrative sanction.
- U. In the event that CONTRACTOR fails to comply with any provision of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by County, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- V. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "K" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.
- W. Notwithstanding any other provision of this Agreement, DMC-ODS services provided hereunder by CONTRACTOR, shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, DHCS D/MC Title 9, Chapter 11, the State DHCS Cost Reporting Data Collection Manual, Title 19 of the Social Security Act, Title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the DHCS, regulations and requirements as specified by DHCS. It is understood that such services will subsequently be billed by COUNTY for DMC-ODS FFP reimbursement and State match when applicable.

- X. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for DMC-ODS FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the DMC-ODS services provided and reported by CONTRACTOR to COUNTY.
- Y. CONTRACTOR understands and agrees that all DMC-ODS FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.
- Z. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed DMC-ODS services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing DMC-ODS services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any payment by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s) including any services that are disallowed for any reason by the VCBH Quality Assurance Division.
- AA. Claims deemed unallowable shall be subject to recoupment or recovery by COUNTY.
- BB. CONTRACTOR shall not bill beneficiaries for covered services under a contractual, referral, or other arrangement with COUNTY in excess of the amount that would be owed by the individual if the COUNTY had directly provided the services (42 U.S.C 1396u-2(b)(6)(C)).
- CC. Any cost sharing imposed on beneficiaries shall be in accordance with 447.50 through 447.82 of Code of Federal Regulations Chapter 42.
- DD. If CONTRACTOR is a non-profit organization or entity, and receives SABG funding under this Agreement, then CONTRACTOR shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.
- EE. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to treatment coordination, service utilization and outcomes, documentation and reporting requirements.

ATTACHMENT A of EXHIBIT “B”

NARCOTIC TREATMENT SERVICES SERVICE RATES AND PROVIDER SERVICE RATES AND PROCEDURE CODE REPORTS

**WESTERN PACIFIC MED-CORP.
July 1, 2023 through June 30, 2024**

- A. Tables 1 and 2 list the services CONTRACTOR and CONTRACTOR's providers are authorized to provide per this Agreement and identifies the allowed Narcotic Treatment Services service rates and Current Procedural Terminology (CPT) and Healthcare Common Procedure Coding System (HCPCS) codes and service rates.

(See Tables 1 and 2 Below)

TABLE 1. Narcotic Treatment Services Rates			
Narcotic Treatment Services	Non-Perinatal Unit Rate	Perinatal Unit Rate	Contract Max
Methadone Daily	\$17.82	\$28.16	
Buprenorphine-Naloxone Combo Film Daily	\$32.20	\$36.63	
Buprenorphine - Naloxone Combo Tablets Daily	\$31.24	\$39.87	
Buprenorphine Mono Daily	\$30.76	\$39.43	
Disulfiram Daily	\$10.51	\$10.67	
Buprenorphine Injectable (Sublocade) Monthly	\$2,036.95	\$2,036.95	
Naltrexone Injectable (Vivitrol) Monthly	\$2,002.42	\$2,002.42	
Counseling Services	see CPT rate Table 2		
FY23-24 Contract Maximum			\$1,877,400

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
		PROVIDER TYPE HOURLY RATE		\$ 913.10	\$ 237.64	\$ 197.11
Assessment	Psychiatric Diagnostic Evaluation, 15 Minutes	90791	15	\$ 228.28	\$ 59.41	
Assessment	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792	15	\$ 228.28		
Assessment	Telephone Assessment and Management Service, 5-10 Minutes	98966	8		\$ 31.69	
Assessment	Telephone Assessment and Management Service, 11-20 Minutes	98967	16		\$ 63.37	
Assessment	Telephone Assessment and Management Service, 21-30 Minutes	98968	26		\$ 102.98	
Assessment	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	99202	22	\$ 334.80		
Assessment	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	99203	37	\$ 563.08		
Assessment	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	99204	52	\$ 791.35		
Assessment	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	99205	67	\$ 1,019.63		
Assessment	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	99212	15	\$ 228.28		
Assessment	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	99213	25	\$ 380.46		
Assessment	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	99214	35	\$ 532.64		
Assessment	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	99215	47	\$ 715.26		

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
Assessment	Home Visit of a New Patient, 15-25 Minutes	99341	22	\$ 334.80		
Assessment	Home Visit of a New Patient, 26-35 Minutes	99342	45	\$ 684.83		
Assessment	Home Visit of a New Patient, 51-65 Minutes	99344	67	\$ 1,019.63		
Assessment	Home Visit of a New Patient, 66-80 Minutes	99345	82	\$ 1,247.90		
Assessment	Home Visit of an Established Patient, 10-20 Minutes	99347	25	\$ 380.46		
Assessment	Home Visit of an Established Patient, 21-35 Minutes	99348	35	\$ 532.64		
Assessment	Home Visit of an Established Patient, 36-50 Minutes	99349	50	\$ 760.92		
Assessment	Home Visit of an Established Patient, 51-70 Minutes	99350	67	\$ 1,019.63		
Assessment	Telephone Evaluation and Management Service, 5-10 Minutes	99441	8	\$ 121.75		
Assessment	Telephone Evaluation and Management Service, 11-20 Minutes	99442	16	\$ 243.49		
Assessment	Telephone Evaluation and Management Service, 21-30 Minutes	99443	26	\$ 395.68		
Assessment	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G0396	23	\$ 350.02	\$ 91.10	\$ 75.56
Assessment	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G0397	60	\$ 913.10	\$ 237.64	\$ 197.11

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
Assessment	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G2011	10	\$ 152.18	\$ 39.61	\$ 32.85
Assessment	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	H0001	15	\$ 228.28	\$ 59.41	\$ 49.28
Assessment	Alcohol and/or drug screening. Laboratory analysis	H0003	15	\$ 228.28		
Assessment	Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)	H0048	15	\$ 228.28		
Assessment	Alcohol and/or drug screening	H0049	15	\$ 228.28	\$ 59.41	\$ 49.28
Care Coordination	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	90889	15	\$ 228.28	\$ 59.41	
Care Coordination	Administration of patient-focused health risk assessment instrument.	96160	15	\$ 228.28	\$ 59.41	
Care Coordination	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More	99367	60	\$ 913.10		

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
Care Coordination	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	99368	60		\$ 237.64	
Care Coordination	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5-15 Minutes	99451	17	\$ 258.71		
Care Coordination	Prenatal Care, at risk assessment.	H1000	15	\$ 228.28	\$ 59.41	\$ 49.28
Care Coordination	Targeted Case Management, Each 15 Minutes	T1017	15	\$ 228.28	\$ 59.41	\$ 49.28
Crisis Intervention	Alcohol and/or drug services; crisis intervention (outpatient)	H0007	15	\$ 228.28	\$ 59.41	\$ 49.28
Discharge Services	Alcohol and/or substance abuse services, treatment plan development and/or modification.	T1007	15	\$ 228.28	\$ 59.41	\$ 49.28
Family Therapy	Family Psychotherapy (Without the Patient Present), 26-50 minutes	90846	38	\$ 578.30	\$ 150.51	
Family Therapy	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	90847	38	\$ 578.30	\$ 150.51	
Family Therapy	Multiple-Family Group Psychotherapy, 15 Minutes	90849	15	\$ 50.73	\$ 13.20	
Group Counseling	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	H0005	15	\$ 50.73	\$ 13.20	\$ 10.95

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
Individual Counseling	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. 15-30 minutes.	99408	23	\$ 350.02		
Individual Counseling	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. Greater than 30 minutes.	99409	60	\$ 913.10		
Individual Counseling	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	H0050	15	\$ 228.28	\$ 59.41	\$ 49.28
Individual Counseling	Alcohol and/or substance abuse services, family/couple counseling	T1006	15	\$ 228.28	\$ 59.41	\$ 49.28
Individual Counseling	Behavioral health counseling and therapy, 15 minutes.	H0004	15	\$ 228.28	\$ 59.41	\$ 49.28
Medication Services	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	15	\$ 228.28		
Medication Services	Medication Training and Support, per 15 Minutes	H0034	15	\$ 228.28		
Recovery Services	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	H0008	15	\$ 228.28		
Recovery Services	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	H0009	15	\$ 228.28		
Recovery Services	Comprehensive community support services, per 15 minutes	H2015	15	\$ 228.28	\$ 59.41	\$ 49.28

TABLE 2		PROVIDER SERVICE RATES AND CPT CODES				
Type of Service	Service Description	Code	Time Associated with Code (Mins) for Purposes of Rate	MD	LPHA	Alcohol and Drug Counselor
Recovery Services	Psychosocial Rehabilitation, per 15 Minutes	H2017	15	\$ 228.28	\$ 59.41	\$ 49.28
Recovery Services	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	H2035	60	\$ 913.10	\$ 237.64	\$ 197.11
Supplemental Services	Interactive Complexity	90785	Occurrence	\$ 12.38	\$ 12.38	\$ 12.38
Supplemental Services	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	96170	30	\$ 456.55	\$ 118.82	
Supplemental Services	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	96171	15	\$ 228.28	\$ 59.41	
Supplemental Services	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	15	\$ 228.28	\$ 59.41	\$ 49.28
Treatment Planning	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	H2014	15	\$ 228.28	\$ 59.41	\$ 49.28
Treatment Planning	Community-Based Wrap-Around Services, per 15 Minutes	H2021	15	\$ 228.28	\$ 59.41	\$ 49.28
Treatment Planning	Psychoeducational Service, per 15 minutes	H2027	15	\$ 228.28	\$ 59.41	\$ 49.28
Mobile Crisis	Mobile Crisis	H2011	15	\$ 228.28		

EXHIBIT "C"

ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL

Consistent with the requirements of California Health and Safety Code, Division 10.7, Sections 11999 through 11999.3 (SB 1377, Statutes of 1989, Chapter 1429), and on behalf of CONTRACTOR, the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2 which state:
 - (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.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

_____ Authorized Signature*	_____ Printed Name and Title	_____ Date
_____ Authorized Signature*	_____ Printed Name and Title	_____ Date

*Note: This form must be signed by the person responsible for operating a Substance Use Services related program.

EXHIBIT "D"
ASSURANCES REGARDING DRUG-FREE WORK PLACE

CONTRACTOR will comply with the requirements of the Drug Free Work Place Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free work place by taking the following actions:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by California Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by California Government Code Section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the work place;
 - (2) The person's or organization's policy of maintaining a drug-free work place;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by California Government Code Section 8355(c), that every employee engaged in the performance of this Agreement:
 - (1) Be given a copy of the CONTRACTOR's drug-free policy statement; and,
 - (2) As a condition of employment on this Agreement, agree to abide by the terms of the statement.
- d. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and CONTRACTOR may be ineligible for future contracts if the COUNTY determines that any of the following has occurred:
 - (1) CONTRACTOR has made false certification; or
 - (2) CONTRACTOR has violated the certification by failing to carry out the requirements as noted above.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

_____ Authorized Signature*	_____ Printed Name and Title	_____ Date
_____ Authorized Signature*	_____ Printed Name and Title	_____ Date

*Note: This form must be signed by the person responsible for operating a Substance Use Services related program.

EXHIBIT "E"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and its duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Agreement, CONTRACTOR agrees to comply with federal suspension and debarment regulations found in 2 CFR 180, 2 CFR 376 and 48 CFR Sections 9.400 et seq. "Debarred" means excluded or disqualified from contracting with the federal, state or local government.
2. By signing this Agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that CONTRACTOR, its principals, and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
 - b. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - e. Have not, within a three-year period preceding this agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
 - f. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - g. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the VCBH Contract Manager.
4. If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

5. CONTRACTOR must ensure that both the Office of the Inspector General's Exclusion List, the Medi-Cal List of Suspended or Ineligible Providers, and the Excluded Party List System/System for Award Management database are checked on a monthly basis, prior to providing any service under this Agreement.
6. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.
7. COUNTY shall not certify any individual or organizational provider as a Drug Medi-Cal provider, or otherwise pay any provider with Drug Medi-Cal funds, if the provider is listed on either the Office of Inspector General's Exclusion List, Drug Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database. Any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR's certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR's certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

BY _____	_____	_____
Authorized Signature	Printed Name and Title	Date
BY _____	_____	_____
Authorized Signature	Printed Name and Title	Date

EXHIBIT “F”

CODES OF CONDUCT

**VENTURA COUNTY BEHAVIORAL HEALTH
SUBSTANCE USE SERVICES
CODE OF CONDUCT**

The Ventura County Health Care Agency (HCA), Ventura County Behavioral Health (VCBH) Substance Use Services (SUS) require that all CONTRACTOR staff will conduct themselves in all professional relationships in accordance with the general and specific principles contained in this code. CONTRACTOR shall certify its compliance with enforcing the application of this Code of Conduct upon CONTRACTOR staff:

CONTRACTOR and CONTRACTOR's staff understand and agree to the following:

- As a treatment staff, CONTRACTOR and its staff will comply with the Code of Conduct or Ethics developed by all certifying or licensing organization/authorities and retain the responsibility to maintain compliance with the codes of conduct and ethics of their certification or licensing organization;
- CONTRACTOR and its staff will not provide services beyond their scope of registration of certification as an Alcohol or Other Drug (AOD) counselor, or their professional license, and/or outside of the defined scope of their employment;
- CONTRACTOR and its staff will comply with the codes of conduct of HCA and VCBH and the policies and procedures of HCA and VCBH;
- CONTRACTOR and its staff will protect the participant/client's rights to confidentiality in accordance with Part 2, Title 42, Code of Federal Regulations (CFR) generally, and 45 CFR 164.520 and 164.510 HIPAA. CONTRACTOR and its staff recognize the rights of clients and participants to have health information protected and therefore have the responsibility to strictly enforce the laws, policies and procedures that protect client confidentiality, including, but not limited to the use of cell phones and other mobile devices;
- CONTRACTOR and its staff will protect, and not share in any medium, information about clients or program participants acquired through my employment or contracting relationship with HCA;
- CONTRACTOR and its staff will cooperate with complaint investigations and supply information requested during complaint investigations.
- CONTRACTOR and its staff will cooperate with complaint investigations by outside agencies.
- CONTRACTOR and its staff will assure that no participant or other staff member will be discriminated against based on race, religion, age, gender, disability, national ancestry, sexual orientation or socio-economic status;
- CONTRACTOR and its staff will not be present at work while under the influence of any amount of alcohol or controlled substance or ingest any such

substance or alcohol in the course of my work day.

- CONTRACTOR and its staff will not use any alcoholic beverage or other substance to the extent or in a manner as to be dangerous or injurious to themselves, any other person, the public, or to the extent that the use impairs the ability to conduct with safety the services authorized by employment or contracting relationship with VCBH.
- CONTRACTOR and its staff's off-duty conduct will not reflect negatively on their employer, themselves, or VCBH.
- CONTRACTOR and its staff will not engage in any intimate or sexual relationship with any clients/participants of any VCBH Program, their family members, or other persons who are significant to them.
- CONTRACTOR and its staff will not verbally, physically, or sexually harass, threaten or abuse any person.
- CONTRACTOR and its staff will not engage in social or business relationships for personal gain with clients/participants or their family members or other persons who are significant to the client/participant;
- Honesty and accuracy in client record documentation is of utmost importance. No claims for payment or reimbursement of any kind, which are false, fraudulent, inaccurate, or fictitious, may be submitted. In addition, CONTRACTOR and its staff shall not re-construct, "back date" or "pre-date" any client record or claim. Proper procedures for corrections to documents shall be followed, and any questions shall be directed to a supervisor. CONTRACTOR and its staff understand no falsification of time, participation, or any records will be tolerated.
- CONTRACTOR and its staff understand that conflicts of interest exist when their personal interests interfere, or appear to interfere, with the interests of clients or VCBH. CONTRACTOR and its staff therefore acknowledge that it is their duty to report to a supervisor any potential or actual conflict of interest.

CONTRACTOR and its staff will support VCBH by abiding by this Code of Conduct and reporting known or suspected Code of Conduct violations of any employees to CONTRACTOR management and VCBH.

CONTRACTOR and its staff have reviewed and agree to comply with these Codes of Conduct, as well as the Policies and Procedures set forth by HCA and VCBH. CONTRACTOR and its staff will support their agency, HCA, and VCBH by abiding by this Code of Conduct and reporting known or suspected violations by any employee to CONTRACTOR management and VCBH.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

BY _____
Signature - Authorized Officer Printed Name and Title Date

BY _____
Signature - Authorized Officer Printed Name and Title Date



**VENTURA COUNTY HEALTH CARE AGENCY (VCHCA)
CODE OF CONDUCT**

CODE OF CONDUCT NO 1

VCHCA's employees and agents shall strive to deliver quality, patient-centered health care services

- VCHCA's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCHCA shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCHCA's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care. Patients will be involved in decisions regarding the care that VCHCA delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCHCA and its policies, procedures and charges, and who will provide services on behalf of VCHCA.
- VCHCA employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCHCA solely based on race, gender, religion, creed, color, economic status or source of payment.
- VCHCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public or ourselves.

CODE OF CONDUCT NO 2

VCHCA's employees and agents shall comply with all applicable laws and regulations that affect its various businesses

- VCHCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCHCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and either the Board of Supervisors or the purchasing agent as appropriate.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCHCA will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCHCA shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCHCA shall maintain complete and thorough medical and billing records.
- VCHCA, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full

consideration of privacy concerning their health care.

- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations to their manager or supervisor, through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO 3

VCHCA's employees and agents shall engage in ethical business relationships

- VCHCA seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCHCA or use, for personal gain, confidential information obtained as an employee or agent of VCHCA.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to accomplishing and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCHCA.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employee or agent knows of or suspects a practice or incidents that may violated this Code of Conduct, Compliance Guidelines,

operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO 4

VCHCA's employees and agents shall avoid conflicts of interest or the appearance of an impropriety

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCHCA.
- Employees and agents should avoid any activity that conflicts with the interests of VCHCA or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or may be created, then he or she should consult with management.
- Placing business with any firm in which, there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be a director, manager or consultant of a potential competitor, customer or supplier of VCHCA without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.
- Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to VCHCA in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO 5

VCHCA's employees and agents shall protect County's property And respect the property rights of others with whom we do business

- All employees and agents are personally responsible and accountable for the proper expenditure of VCHCA funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCHCA's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCHCA or patient resources for personal or improper purposes, or permit to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCHCA's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCHCA.
- VCHCA equipment is intended to be used only for VCHCA or County business.
- Use of the Internet is for County business. Any misuse will result in disciplinary action in accordance with VCHCA policy. Employees and agents may only use computer systems, networks, and consistent with VCHCA's and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCHCA's or a patient's property is prohibited, including the outright theft of property or of money.
- VCHCA's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Confidential Compliance Line.

CODE OF CONDUCT NO 6

VCHCA's employees and agents shall respect each other as human beings and health care professionals

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse or intimidation will not be tolerated.
- Quality patient care can only be delivered using qualified, competent staff. VCHCA will contribute to an employee's or agent's competence by making available continuing job- related education and training (within the limits of its resources).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCHCA strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCHCA promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCHCA shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, procedure or policy.

CONTRACTOR: WESTERN PACIFIC MED-CORP.

Signature

Date

Printed Name of Person Signing for Contractor and Title

Signature

Date

Printed Name of Person Signing for Contractor and Title

EXHIBIT “G”

QUALITY MANAGEMENT PROGRAM

VCBH is committed to assuring that VCBH clients receive care that meets state and federal requirements.

CONTRACTOR adherence to the VCBH Quality Assurance standards is mandatory and includes the following provider responsibilities:

1. Adhere to the VCBH Grievance and Appeals policy.
2. Post the Notice of Problem Resolution Processes which explains the grievance, appeal, and expedited appeal procedures.
3. Provide: (a) a master copy of the VCBH “Ventura County Drug Medi-Cal Organized Delivery Services (DMC-ODS) Member Handbook” brochure in English, Spanish, Large Font, and Audio format, (b) Substance Use Treatment Services - DMC-ODS Providers Directory in English and Spanish, and (c) Grievance and Appeal forms and postage paid envelopes in all waiting areas.
4. Provide the VCBH Quality Management Division with notification of all adverse incidents involving clients within one business day of the incident or first knowledge of the incident.
5. Follow all documentation standards and respond to requests for plans of correction when requested by VCBH.
6. Conduct a Utilization Review process every quarter and provide remediation evidence to VCBH Utilization Review staff during or following VCBH Utilization Review.

VCBH will be responsible for providing the following:

1. Provide the updates to any client grievance procedures.
2. Provide updates of the Ventura County Drug Medi-Cal Organized Delivery Services (DMC-ODS) Member Handbook and Substance Use Treatment Services - DMC-ODS Providers Directory.
3. Supply the postage paid envelopes for use in waiting rooms.
4. Provide assistance and training in documentation in coordination with the VCBH Division Chiefs and assigned contract managers.
5. Provide technical assistance and conduct Drug Medi-Cal site certification and re-certification.
6. Provide utilization review as required by the VCBH policy on Contractor Utilization review.
7. Notify CONTRACTOR of disallowances that occur as a result of utilization review.

EXHIBIT "H"

BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean: **WESTERN PACIFIC MED-CORP.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d. Information Practices Act of 1977 shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at California Civil Code Section 1798 et seq.
- e. Part 2 shall mean the Privacy, Security, Breach Notification, and Enforcement Rules regarding substance use disorder patient records at Title 42 Code of Federal Regulations Chapter I, Subchapter A, Part 2.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law. Any person who violates any provision of 42 CFR, Chapter 1, Subchapter A, Part 2 shall be fined in accordance with Title 18 of the U.S. Code.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR Sections 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR Section 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate

to have been accessed, acquired, Used, or Disclosed during the Breach.

- e. Business Associate agrees, in accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR Section 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR Section 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR Section 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **DMC-ODS SUD Services** Agreement between Covered Entity and Business Associate.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2023**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **DMC-ODS SUD** services Agreement between Covered Entity and Business Associate by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT "I"

SMOKE-FREE WORKPLACE CERTIFICATION

Applicable to federally funded agreements/grants and subcontracts/subawards that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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.
- B. 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.
- C. By signing this Certificate, CONTRACTOR certifies that it will comply with the requirements of the 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 Act. The prohibitions herein are effective December 26, 1994.
- D. CONTRACTOR further agrees that it will insert this Certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

Signature

Date

Printed Name of Person Signing for Contractor and Title

Signature

Date

Printed Name of Person Signing for Contractor and Title

EXHIBIT “J”

UTILIZATION REVIEW AND CONTRACTORS INVOICE PROCEDURE

1. Utilization Review staff will contact CONTRACTOR to schedule the chart review site visits.
2. A random selection of charts documenting services provided the previous month will be reviewed, per COUNTY policy.
3. **For out of county contractors** who are not directly entering billing into the VCBH Billing and Transactional Database System, all clinical documentation for the previous month, including updated treatment plans and assessments, will be emailed securely to VCBH Quality Assurance Utilization Review at QM.UR@ventura.org.
4. CONTRACTOR will submit its monthly invoice(s) to VCBH Fiscal Administration Accounts Payable by email to: bh_accountspayable@ventura.org or by mail to:

Ventura County Behavioral Health
Fiscal Administration Accounts Payable
1911 Williams Drive, Suite 210
Oxnard, CA 93036

Invoices **MUST** include the following information: (1) remit to name and address, (2) invoice date, (3) invoice number, (4) federal identification number, (5) service month, (6) rate(s), and (7) units of service, report from the County system that demonstrates and ties to the specific units of service that are included in the invoice.

5. Utilization Review staff will review documentation for compliance with the DHCS documentation standards and notify CONTRACTOR of any out of compliance items via a “Chart Remediation” memo, on a quarterly basis. If the CONTRACTOR does not remediate issues and demonstrates continuous areas of concern and/or disallowances, the frequency of the Utilization Reviews may increase. Items that may be corrected to prevent disallowance of units will be identified and CONTRACTOR will have two (2) weeks to return evidence of correction to the Utilization Review office.
6. Items that are not remediated or cannot be corrected will be noted and units will be disallowed from CONTRACTOR’s invoice. CONTRACTOR’s invoice will be reduced to reflect the reduction of the disallowed units multiplied by the associated unit rate of service.

EXHIBIT "K"

CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED

CONTRACTOR and its duly authorized representative(s) understand and agree as follows:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of **SUD** services under this Agreement in and for said CONTRACTOR; that I have not violated any of the provisions of sections 1090 through 1098 of the Government Code; that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects, be true, correct, and in accordance with law. CONTRACTOR agrees and shall certify under penalty of perjury that all claims for services provided to COUNTY **SUD** clients under this Agreement have been provided to the clients by CONTRACTOR. The services were, to the best of CONTRACTOR's knowledge, provided in accordance with the client's treatment needs. CONTRACTOR shall also certify that all information submitted to the Behavioral Health Department and the State is accurate and complete. CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws. CONTRACTOR agrees to keep for a minimum period of ten (10) years from the expiration of the term of the Agreement or completion of an audit or investigation by COUNTY, State, and Federal agencies, including the exhaustion of all legal remedies, whichever is later, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the DHCS, the Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, COUNTY's Behavioral Health Department, or their duly authorized representatives. CONTRACTOR also agrees that services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age or physical or mental disability. CONTRACTOR agrees that the Office of the Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System/System Award Management (EPLS/SAM), databases are checked monthly, prior to providing services under this Agreement. CONTRACTOR also agrees that the Social Security Administration Death Master file database will be checked monthly and prior to: (1) contracting with COUNTY, (2) employing staff, and (3) contract renewal. CONTRACTOR agrees that prior to providing services under this Agreement, CONTRACTOR has complied with the credentialing and re-credentialing requirements specified in all applicable DHCS information notices for service providers (employees and contractors) that deliver Medi-Cal covered services and that signed attestations, as required by the information notice, are on file for each direct service provider. Per all applicable DHCS information notices, CONTRACTOR agrees to immediately: (1) report an overpayment received from COUNTY and (2) notify COUNTY in writing of the reason for the overpayment. The process for providing written notice is described in Section 4 (NOTICES) of page 1 of this Agreement. The overpayment must be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

BY _____
Signature - Authorized Officer

Date

BY _____
Signature - Authorized Officer

Date

EXHIBIT “L”

LOBBYING AND RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

1. Certification and Disclosure Requirements

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following this Exhibit “F”, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit “F”.
- (b) Each recipient shall file a disclosure (in the form entitled “Disclosure of Lobbying Activities – Standard Form –LLL”) if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the federal grant.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- (c) Each recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) 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 affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b), above. 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;
 - 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;
 - iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
 - v. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this Exhibit F. That person shall forward all disclosure forms to the VCBH Contracts Administration Division which will forward the forms to the DHCS program contract manager.

2. Prohibition

Title 31, USC, Section 1352, provides in part that no federal appropriated funds may be expended, have been paid, or will be paid by the recipient of a federal contract, 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, 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, grant, loan, or cooperative agreement.

3. Restrictions on Lobbying – Appropriations Act Section 503

- 1) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.
- 2) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this federal contract, federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Document 1X) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR: **WESTERN PACIFIC MED-CORP.**

Authorized Signature*

Printed Name and Title

Date

Authorized Signature*

Printed Name and Title

Date