

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

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

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

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

1. Subcontractors

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

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

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

[https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral Health Information Notice.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Note.aspx)

3. Compliance with State and County Corrective Action

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

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

4. Licensure and Staffing

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

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

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

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

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

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

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

#### 5. Notification of Adverse Proceedings

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

#### 6. Quality Assurance

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

#### 7. Contractor Compliance Program

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

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

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

#### 8. Reporting and Recovery of Overpayments

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

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

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

#### 9. Cultural and Linguistic Proficiency

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

#### 10. Information Access for Individuals with Limited English Proficiency

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

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

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

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

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

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

#### 10.1. Translation of Notices

Contractor shall provide materials that are critical to obtaining services include, at a minimum, appeal and grievance notices, and denial and termination notices, which must be made available to beneficiaries in threshold languages and alternative formats (MHSUDS\_IN\_18-010E).

#### 10.2. Nondiscrimination Notice

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

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

#### 10.3. Language Assistance Taglines

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

#### 11. Provider Problem Resolution

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

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

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

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

## 12. Sentinel Events

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

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

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

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

## 13. Disclosures

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

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

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

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

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

#### 14. Drug-Free Workplace

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

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

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

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

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

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

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

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

#### 15. Hatch Act

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

#### 16. No Unlawful Use of Messages Regarding Drugs or Alcohol

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

17. Pro-Children Act

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

18. Nondiscrimination in Employment and Services

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

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

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

19. Federal Law Requirements

- a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- c. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- d. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
- e. Age Discrimination in Employment Act (29 CFR Part 1625).
- f. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- g. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- h. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- i. Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities. x. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- l. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- m. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

20. State Law Requirements

- a. Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- b. Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- c. Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 10800.
- d. No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the

Contractor, or its subcontractors, to provide direct, immediate, or substantial support to any religious activity.

- e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

#### 21. Additional Agreement Restrictions

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

#### 22. Federal Requirements

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

#### 23. Enrollment as Medi-Cal Provider

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

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

#### 24. Reductions in Services and Relocations

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

#### 25. Tobacco Use Disorder

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

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

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

#### 26. Assessment & Referral Process

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

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

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

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

27. Perinatal Practice Guidelines

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

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

28. Adolescent Best Practice Guidelines

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

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

29. Compliance with DMC-ODS Training

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

30. Payment Terms

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

31. Courtesy Dosing

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

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

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

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

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

33. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Agreement shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:

[https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20edition:prelim))

34. Fair Employment and Housing Act

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

35. Noncompliance with Reporting Requirements

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

36. Tribal Communities and Organizations

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

37. Parity Requirements

- a. General Parity Requirement: To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., the Contractor shall not impose any financial requirements,

Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the DHCS DMC-ODS agreement with Sonoma County.

b. Beneficiary Problem Resolution

- i. In accordance with MHSUDS\_IN\_18-010E and any superseding BHINs, Contractor shall adhere to the notice and timing requirements for all discrimination grievances, grievances, requests for appeals, expedited appeals, and State Fair Hearings (SFH), as appropriate. Upon receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at 707-565-7895, and within 24 hours will submit all related documentation to [BHQA@sonoma-county.org](mailto:BHQA@sonoma-county.org).  
*All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.*
- ii. Contractor shall post County notices explaining County's discrimination grievance, grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which beneficiaries may obtain DMC-ODS SUD services under this Agreement.
- iii. Contractor shall participate in the resolution of discrimination grievances, grievances, appeals, expedited appeals, and SFHs at the request of the County.
- iv. Contractor shall provide beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- v. The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
- vi. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
- vii. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
- viii. Contractor shall include in their grievance/complaint procedure notification that clients are advised that they have the right to file a complaint or grievance, and that they can file a complaint or grievance with any of the following: the program, County of Sonoma Quality Assurance 707-565-7895, or contacting the State of California directly by calling the Department of Health Care Services Hotline Phone Toll-Free (877) 685-8333 or by email to [SUDcomplaints@dhcs.ca.gov](mailto:SUDcomplaints@dhcs.ca.gov).
- ix. Contractor shall include in their discrimination grievance procedure notification that clients are advised that they have the right to file a discrimination grievance with their program or County of Sonoma Quality Assurance 707-565-7895. A

discrimination grievance is defined as a concern of discrimination based on a legally protected category, such as sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, etc. The beneficiary may choose to file a discrimination grievance directly with DHCS Office of Civil Rights and/or the County of Sonoma, and/or the U.S. Health and Human Services Office for Civil Rights.

c. Notices of Adverse Benefit Determinations (NOABDs)

- i. In accordance with MHSUDS\_IN\_18-010E and any superseding BHINs, Contractor shall process NOABDs in accordance with applicable rules and regulations, including the following:
- ii. The Contractor shall provide a beneficiary with a NOABD under the following applicable circumstances:
  - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.
  - 2) The reduction, suspension, or termination of a previously authorized service.
  - 3) The failure to provide services and service request authorizations in a timely manner, as defined by DHCS.
  - 4) The failure to act within the required timeframes for standard resolution of grievances.
  - 5) The contractor has determined the beneficiary does not meet criteria for DMC-ODS services and would be referred to the Managed Care Plan or other appropriate system for substance use disorder services.
- iii. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 CFR 438.404(a); 42 CFR 438.10.)
- iv. Contractor agrees to log all issued NOABD forms and on a quarterly basis, and to forward to County's Grievance Coordinator all issued NOABD forms and the corresponding quarterly report via e-mail to [BHQA@sonoma-county.org](mailto:BHQA@sonoma-county.org). Quarterly report is provided by Contractor to County via e-mail.  
*All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.*
- v. The Contractor shall retain copies of all NOABDs issued to beneficiaries in a centralized file accessible to the County.
- vi. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to NOABDs so the County and DHCS may ensure that the Contractor is notifying beneficiaries in a timely manner.

- vii. Contractor shall include the appropriate County approved NOABD forms and attachments accompanying all NOABDs that are issued.
- viii. Contractor shall continue or reinstate any beneficiary benefits while an appeal or state fair hearing is pending subsequent to a NOABD.
- d. Provider Directory: Contractor will meet all provider directory requirements as specified in MHSUDS\_IN\_18-020 and any superseding BHINs. Contractor hereby authorizes County to include in County's Provider Directory the following information: Contractor's name, group affiliation, street address, telephone number, website URL, email address as appropriate, specialty, cultural and linguistic capabilities, services/modalities provided, populations served, whether Contractor's office has accommodations for people with disabilities, and if provider is accepting new beneficiaries. Contractor must also include required information for each rendering provider as specified. Contractor agrees to provide County 30 days advanced written notice of any changes to Contractor information listed above. Contractor shall post County's current Provider Directory (updated monthly) at all Contractor Sites. The Provider Directory is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.
- e. Access to Services: In accordance with BHIN 23-041 and any superseding BHINs, Contractor shall ensure that all services provided under this Agreement are available and accessible to beneficiaries in a timely manner. Contractor shall track beneficiary access to services using County approved version of Timely Access Data Tool (TADT) in SmartCare or any other data collection tool specified by DHCS. Timeliness requirements:
  - i. Outpatient Substance Use Disorder Services– the provider must offer a first service appointment within 10 business days from request to appointment.
  - ii. Substance Use Services Opioid Treatment Program– the provider must offer an OTP appointment within 3 business days from request to appointment.
  - iii. Substance Use Services Residential – the provider must offer a Residential appointment within 10 business days from request to appointment.
  - iv. Non-Urgent Follow-up Appointments with a Non-Physician – Must be offered with a non-physician within 10 business days of the prior first service appointment.
  - v. Urgent Appointments - DHCS defines urgent as: When the beneficiary's condition is such that they faces an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process would be detrimental to the beneficiary's life or health or could jeopardize their ability to regain maximum function, decisions to approve, modify, or deny requests by providers prior to, or concurrent with, the provision of health care services to enrollees, shall be made in a timely fashion appropriate for the nature of the enrollee's condition, not to exceed 72 hours.
  - vi. Out of Network (OON) provider referrals – If provider will fail to meet timeliness requirements specified in i-iv or fail to make a referral to a mandated DMC-ODS service the provider does not provide directly they will reach out to DHS-BHD

SUD Section Manager or designee within 1 business day to discuss the network need.

- f. Network Adequacy: Contractor shall submit Network Adequacy required data elements to County for DHCS submissions. Contractor as a DMC-ODS network provider will abide by the following regulatory requirements:
- i. 438.206 (c)(1)(ii) Ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid FFS, if the provider serves only Medicaid enrollees
  - ii. 438.206 (c)(1)(iii) Make services included in the contract available 24 hours a day, 7 days a week, when medically necessary. Providers shall refer beneficiaries to Sonoma County's Drug Medi-Cal Organized Delivery System toll-free 24-hour access line at 1-800-870-8786 when unable to meet requirement themselves or with an alternative in network referral.
  - iii. §438.206 (c)(3) The ability of network providers to ensure physical access, reasonable accommodations, culturally competent communications, and accessible equipment for Medicaid enrollees with physical or mental disabilities.
- g. Contractor shall inform County when a beneficiary who resides in the Contractor's County is referred to and served by an out-of-county provider.
- h. Provider Credentialing and Re-Credentialing: The following section requires Contractor to comply with requirements outlined in MHSUDS\_IN\_18-019 and any subsequent BHINs that supersede it. The Contractor shall follow all DHCS uniform credentialing and re-credentialing policies and procedures. The Contractor must follow a documented process for the credentialing and re-credentialing of staff. Contractor shall only use licensed, registered, waived, and/or certified providers acting within their scope of practice for services that require a license, waiver, or registration.

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

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

39. Drug and Alcohol Treatment Access Report (DATAR)

- a. Contractor shall submit a monthly DATAR report in an electronic copy format, as provided by DHCS.
- b. Contractor shall submit DATAR reports to DHCS by the 10<sup>th</sup> of the month following the report activity month.

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

40. Evidence Based Practices

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

41. Care Coordination

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

42. Residential Authorizations

- a. Contractor shall participate in development and annual revision of residential authorization policies and procedures.
- b. Contractor will consult with County regarding residential authorizations when appropriate

43. Member Access Number

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

44. Beneficiary Handbook

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

45. Practice Guidelines

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

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

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

47. ASAM Assessments

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

48. Performance Monitoring

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

49. Quality Improvement Committee

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

50. Provider Personnel

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

- iii. Training and orientation.
  - iv. Duties and assignments
  - v. Scope of practice.
  - vi. Supervision.
  - vii. Evaluation.
  - viii. Protection of beneficiary confidentiality.
- e. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

#### 51. Cultural Competence Plan

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

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

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

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

#### 52. Compliance Certification

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

- a. Agreement, Section 9.5: Conflict of Interest
- b. Agreement, Section 9.14: Sanctioned Employee or Subcontractor
- c. Agreement, Exhibit D: Privacy and Security Provisions
- d. Agreement, Exhibit F, Section 4: Licensure and Staffing
- e. Agreement, Exhibit F, Section 7: Contractor Compliance Program
- f. Agreement, Exhibit F, Section 13: Disclosures (Ownership/Control & Convictions of Crimes)
- g. Agreement, Exhibit F, Section 51: Cultural Competence Plan

**Behavioral Health Contractor Compliance Certification**

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

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

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

Name of Contractor's HIPAA Privacy Officer: \_\_\_\_\_

Contractor's HIPAA Privacy Officer Phone Number: \_\_\_\_\_

Name of Contractor's HIPAA Security Officer: \_\_\_\_\_

Contractor's HIPAA Security Officer Phone Number: \_\_\_\_\_

**Contractor Compliance Program (Exhibit F, Section 7):**

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

Name of Contractor's Compliance Officer: \_\_\_\_\_

Contractor's Compliance Officer Phone Number: \_\_\_\_\_

**Cultural Competence Plan (Exhibit F, Section 51):**

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

**Screening for Sanctioned Employee or Subcontractor - Excluded Provider Lists (Agreement, Section 9.14):**

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

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

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

The following lists are to be checked prior to employment:

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

**Licensure and Staffing (Exhibit F, Section 4):**

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

**Conflicts of Interest (Agreement, Section 9.5):**

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

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

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

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

**CONTRACTOR**

Contractor/Entity Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title