CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Bryan's House, a California sole proprietorship, (hereafter "Contractor"):

WITNESSETH

WHEREAS, County has a need for Residential Treatment Services to San Luis Obispo County Health Agency, Behavioral Health Services, Drug and Alcohol Services clients as more particularly described on Exhibit A, attached hereto and incorporated herein; and;

WHEREAS, Contractor is able to furnish such services under the terms and conditions of this Contract and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services.;

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, **THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services**. County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation**. Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration**. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions**. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions**. Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. **Business Associate Agreement**. Contractor and County shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.
7. **Qualified Service Organization Agreement**. Contractor and County shall comply with all provisions of County's Qualified Service Organization Agreement attached hereto as Exhibit G and incorporated herein by reference.
8. **Procedures.** Contractor and County shall comply with the Procedures in accordance with Exhibit H, a copy of which is attached hereto and incorporated by reference
9. **Perinatal Services Network Guidelines.** Contractor shall comply with all of the relevant provisions of the Perinatal Services Network Guidelines attached hereto as Exhibit I and incorporated herein by reference.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR
Bryan's House

By: _____
Sandy Wortley, Executive Director

CONTRACTOR
Bryan's House

By: _____
Steve Wortley, Chief Financial Officer

Tax ID# Held in Confidential File

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: _____ Date: 9/13/16
Deputy County Counsel

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____ Date: _____
Chair, Board of Supervisors

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

EXHIBIT A

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. Perinatal Substance Use Disorder Residential Treatment Services:

Contractor shall provide Perinatal Residential Treatment Services consistent with State and Federal Guidelines for pregnant and parenting women and their children ages 0-6 affected by substance abuse. A client is defined for purposes of this agreement as a woman who is 18 years of age or older or a minor who has been emancipated pursuant to Division 11 of the Family Code. Services are to be provided at the following location: [redacted]

a. Service Specifications

1) Contractor shall provide services in accordance with Title 22 Medi-Cal Regulations within the Department of Health Care Services.

2) Contractor shall ensure that the intake procedure for new clients be scheduled within one week of receipt of referral from the County.

   i. In the event clients are placed on the County's waitlist for treatment services, the Contractor shall comply with the State Department of Health Care Services and County admission priority as defined by 45 CFR 96.131, and ensure clients enter services based on the following priority:

      (1) Pregnant women considered as injection drug users;

      (2) Pregnant women considered as substance users;

      (3) Parenting women considered as injection drug users; and

      (4) All others (pregnant or parenting women).

   ii. All individuals on any established waiting list shall receive interim services provided by the County as defined by 45 CFR Sections 96.121 and 96.131.

3) Contractor shall provide gender-specific residential treatment services for pregnant and parenting women consistent with American Society of Addiction Medicine (ASAM) Criteria (minimum level of care 3.1). Services may include:

   i. Individual counseling

   ii. Family therapy

   iii. Group counseling

   iv. Educational sessions

   v. Parenting groups

   vi. Crisis intervention

   vii. Treatment planning

   viii. Discharge planning

   ix. Case management services

   x. All appropriate record keeping in the California Outcome Measurement Service (CalOMS)

4) Physician oversight will be provided by the County via either a licensed Medical Doctor employed by the County or subcontracted through the County.

5) Contractor must provide a minimum of two recognized evidence-based treatment programs approved by the County. Examples include: Seeking Safety, Helping Women Recover, Parenting in Recovery.

6) Contractor acknowledges that the maximum length of stay is six-months (within a 365 day period) in accordance with the Drug Medi-Cal Organized Delivery System terms and conditions if the Medi-cal beneficiary continues to meet medical necessity. Authorization for residential stay is a maximum of 90 days, with a review of progress every 30 days.
   i. Contractor acknowledges that an extension for an additional 90 days must be submitted to and granted by the County.

7) The County will determine discharge dates for each resident with the exception of harm or threats of harm to other residents, drug violations, or theft.
   i. Contractor will contact the County within 24 hours of an unanticipated client discharge. Contractor will follow all applicable laws and regulations in the performance of the discharge.

8) When a disagreement regarding placement, treatment, discharge or other client services arises which cannot be resolved by County or Contractor staff, the Executive Director from Contractor and the County shall confer to resolve the issue.

9) Contractor shall engage in communication with residents' County treatment team on a weekly basis.

10) Contractor shall provide resident with referrals to (or provide on-site) supportive community based programs that are designed to help women transition back into the community and achieve self-sufficiency. Supportive services may include:
   i. Education
   ii. Social and recreational events
   iii. Recovery and support group meeting
   iv. Employment coaching
   v. Life skills classes
   vi. Financial responsibility classes
   vii. Volunteer opportunities

11) Contractor shall provide adequate opportunities for residents (or provide on-site) to participate in activities consistent with the stated goals and objectives of their treatment plans, if any, by facilitating referrals and care management.

12) When applicable, Contractor shall support and cooperate with all residents' known court orders and accommodate residents' schedules for compliance with the residents' court ordered treatment plans.
   i. Contractor shall collaborate with Probation officers and Social Service Workers, including in-home visitations, searches in conjunction with the residents' terms and conditions, administration of any GPS monitoring devices, and conducting of drug and alcohol testing of residents.

13) Contractor shall promptly provide any County, Social Services, or Probation requested resident status updates.

14) Contractor will fully participate in ongoing evaluation of the services provided including:
    i. Maintain case records and files on all children/families served.
    ii. Administer validated assessment instruments as required by the County and further described in Exhibit E, Special Conditions.
    iii. Administer other measurement tools and/or participate in any additional evaluation activities as required by the County. All other instruments used by the Contractor for the purpose of measuring services provided in this contract must be provided to and approved by the County.
    iv. Provide periodic written case evaluations as required by the County.
    v. Provide statistical information necessary to evaluate outcomes.
    vi. Participate in all program evaluation discussions.

15) Contractor acknowledges that it shall maintain licensure for a Residential Facility in accordance with the State Department of Healthcare Services as outlined here http://www.dhcs.ca.gov/provgovpart/Pages/FacilityLicensing.aspx:
    i. Contractor shall renew licensure semi-annually, and a copy of the license provided to the County.
    ii. Contractor shall ensure that the living quarters and recovery areas shall be attractive, clean, safe, and functional.
    iii. Contractor shall ensure that appropriate utility services must be provided.
    iv. Contractor shall ensure that all pertinent licensing and safety requirements must be met, including, without limitation, local fire code, conditional use permits, and zoning requirements.
    v. Contractor shall ensure that there shall be adequate indoor and outdoor space for residents, visitors, and program needs.
    vi. Contractor shall ensure that the facility adhere to the American with Disabilities Act (ADA) criteria.
    vii. Contractor shall provide 24-hour on site supervision.

b. Transportation

1) Contractor shall provide or arrange transportation for clients to participate in supportive services, medical appointments, legal appointments, court appearances, and other appointments related to recovery.

2) Contractor shall provide an appropriate vehicle on site, owned or non-owned, and available 24/7 in case of emergency.

c. Staffing Specifications:

1) Contractor shall provide a clinician (LPHA), such as a Licensed Marriage, Family Therapist, a Licensed Professional Clinical Counselor, or a Licensed Clinical Social Worker to sign assessments, diagnosis, continued justification for treatment, treatment plans, and discharge summaries, as required by County documentation guidelines and in accordance with Medi-Cal regulations.

2) All Contractor staff providing treatment and case management services must be a licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision under their scope of practice laws.
   i. Registered and Certified Substance Use Disorder counselors shall adhere to all requirements in the California Code of Regulations, Title 9, Chapter 8.
3) Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.
4) Contractor shall provide certification to the County that all staff, paid or unpaid, receive training specific to the following areas:
   i. Child Abuse
   ii. Overview of Medication for Paraprofessionals
   iii. Biopsychosocial Model of Addiction
   iv. Mood Disorders in Adults-A Summary for Paraprofessionals
   v. Overview of Substance Abuse for Paraprofessionals in Behavioral Health and Social Services Agencies
   vi. Therapeutic Boundaries for Paraprofessionals
5) A minimum of six (6) continuing education units must be completed annually by each of Contractor's staff paid or unpaid.
6) Contractor shall ensure service providers meet cultural, ethnic, and linguistic backgrounds of the clients served, in accordance with the County Cultural Competence Plan, including access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. If the language needs of a client or family cannot be met with available staff, appropriate referral or consultation will be secured to meet that language need.
7) County will provide medical oversight for the residential treatment program, including documenting the medical necessity for each of the beneficiaries.

d. Units of Service:
   1) Units Defined:
      i. Static Capacity = number of individuals residing in the facility at any one time;
      ii. Client Served = Unique client receiving services over the time frame.
   2) Minimum Annual Units:
      i. Static Capacity of five (5) perinatal adult clients
      ii. 10 Clients Served

e. Measurable Outcomes:
   1) At least 80% of adult female clients served will move to a less intensive level of care.
   2) At least 80% of adult female clients served will not use acute hospitalization during the contract year.

EXHIBIT B

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

COMPENSATION

1. Compensation.

Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: 1055 Monterey Street Room D220, San Luis Obispo, CA. 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

a. The maximum amount if this contract shall not exceed four hundred seven thousand two hundred eighty ($407,280) All payments under this contract must directly support services specified in this contract.

b. Rate Per Service: County will pay Contractor for services provided

   1) Bed Day Rate for Perinatal Residential Services: $141.73

   2) Perinatal Treatment Service Rate: $114.32

      i. Maximum number of billable Perinatal Treatment Service hours: 5 hours per week, per client.

c. Contractor has submitted a line item budget for anticipated services. Said budget has been approved by the Behavioral Health Administrator and outlined as follows:

Housing	$258,664
Treatment	$148,616
Total	**$407,280**

d. The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. However, the Board of Supervisors delegates to the Behavioral Health Administrator the authority to exchange types of services for another type described in this Contract at the rates listed for each service respectively. The Board of Supervisors expressly grants to the Behavioral Health Administrator the authority to approve budget adjustments provided the change does not increase the maximum compensation of this Contract. Contractor shall submit for approval to the Behavioral Health Administrator, all proposed budget adjustments to reallocate funds among line items Requests for such budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract

e. If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount in FY 2016-17 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D, Delegation of Authority.

2. Billing.

The Contractor shall submit monthly expense reports by the 30th day of the following month with actual expenses to date by line item expenditure. The report shall show actual expenses for the current month and contract year to date by budget line item and by type of service. County shall adjust Contractor's reimbursement at fiscal year-end, so that it is equal to Contractor's documented actual expenses. All reports shall be submitted to: County Behavioral Health Chief Fiscal Officer at 2180 Johnson Avenue, San Luis Obispo, CA 93401.

3. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, as per any special requirements needed by third party payors or federal or state funding agencies. Contractor will provide documentation as per County guidelines, which can be found at

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

4. Payments.

County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges. The parties shall exchange any information needed to resolve the dispute within a reasonable time

5. Audit Risk.

In the case that Contractor provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

Furthermore, County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment.

6. Withholding Payment.

In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Contractor under the following conditions:

a. Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.

b. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

c. Contractor has failed to sufficiently itemize or document the itemized invoice.

d. Contractor's performance, in whole or in part, has not been sufficiently documented, County has the right to withhold payment to the Contractor, when, in the opinion of the County, and expressed in writing to the Contractor.

EXHIBIT C

CONTRACT FOR BEHAVIORAL HEALTH SERVICES
DURATION AND EFFECTIVE DATE

1. Effective Date.

This Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signature shall be the last to sign.

2. Service Date.

a. Services shall commence on or after July 1, 2016 and shall end upon the end of the duration date

b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2016 to the date the Parties are executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2016. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2016.

c. If any services from July 1, 2016 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from the maximum allowed expenditure under Paragraph 1.a of Exhibit B of this contract.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2017, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D or renewed pursuant to Section 4 of this Exhibit.

4. Option to Renew for One Year

By mutual agreement of the County and Contractor, this Contract may be renewed for up to, but no more than, two (2) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal shall be made in writing. The Health Agency Director or his designee is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved as to form and legality by County Counsel, and consistent with the limits described in Section 30 of Exhibit D, Delegation of Authority.

EXHIBIT D

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

a. Contractor fails to perform his duties to the satisfaction of the County; or

b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or

c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or

d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or.

f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or

g. Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a

Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this contract.

8. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

12. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

14. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for

employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to Contractor at:

Sandy Wortley
[redacted]

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

16. Inspection Rights.

The Contractor shall allow the County and all other federal, state, and local governmental agencies to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

Contractor shall include a provision granting similar authorization in each of its contracts with any subcontractors.

17. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

18. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

19. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

20. Insurance.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE.

Coverage should be at least as broad as:

a. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

c. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

   (Not required if Contractor provides written verification it has no employees)

d. **Sexual Misconduct Liability, if applicable:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

e. **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

f. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

g. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

h. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

i. **Failure to Maintain Insurance**: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

j. **Waiver of Subrogation**: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

k. **Deductibles and Self-Insured Retentions**: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

l. **Acceptability of Insurers**: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

m. **Claims Made Policies**: If any of the required policies provide coverage on a claims-made basis:

   1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work

   3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase

"extended reporting" coverage for a minimum of five (5) years after completion of contract work.

n. **Separation of Insureds**: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

o. **Verification of Coverage**: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

p. **Certificates and copies of any required endorsements shall be sent to**:

San Luis Obispo County Behavioral Health
Fiscal Department
2180 Johnson Avenue
San Luis Obispo, CA 93401
Attention: Name and Title of Department Contract

21. Nonappropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces it's funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

22. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

23. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

a. The Handbook is available at http://www.slocounty.ca.gov/AC/, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,

b. The Office of Management and Budget (OMB) circulars are available at http://www.whitehouse.gov/omb/circulars.

24. Inspection or Audit of Records by Local, State or Federal Agency.

Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

Additionally, the Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

25. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

26. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

27. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

29. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

30. Delegation of Authority.

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this agreement for two (2) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County's Contracting for Services Policy.

EXHIBIT E

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

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.

Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

Contractor will certify, on an annual basis that it has complied with the following elements of this of this Contract:

Exhibit D.26: Conflict of Interest

Exhibit E.6.; Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

Exhibit E.7.; Compliance Plan

Exhibit E.8.; Cultural Competence Plan

Exhibit E.11.Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

Contractor will sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with your contract or can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Compliance Plan.

Contractor shall at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct–Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, subcontractors and agents.

Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Compliance Plan and related training (YouTube video) may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

8. Compliance with County Cultural Competence Plan.

Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, subcontractors and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Cultural Competence Employee Information Pamphlet may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

The Cultural Competence Plan may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

9. Health Information Privacy and Security Policy and Training Program.

Contractor will provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.

Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Health Information Privacy and Security Policy and Procedure may be found here:
http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Health+Agency+Information+Privacy+and+Security+Policy+and+Procedure+-+For+Contractor+and+Network+Provider+Use.pdf

The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Confidentiality+Agreement+and+4-Page+HIPAA+Primer.pdf

10. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract and incorporated by this reference. Any conflict between the terms and conditions of this Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient

or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

11. Disclosures.

Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor will 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 the Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures to be provided:

5% or More Ownership Interest:

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 managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

d. Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency 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 managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Conviction of Crimes:

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. The Contractor shall supply the disclosures before entering into the contract 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 contract and at any time upon the Department's request.

The Health Agency Disclosure of Ownership Interest and Conviction of Crimes form can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

12. Record keeping and reporting of services.

Contractor shall:

a. Keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements

b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.

c. Collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

13. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provide in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

14. Equipment.

Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

a. All required Behavioral Health forms;

b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

a. No such private practice shall be conducted or solicited on County premises or from County-referred clients.

b. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.

c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract.

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services available at http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Contract+Exhibit+G+-+SSA+Information+Security+Requirements.pdf

18. Placement Authority.

County will have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

19. License Information.

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses and/or permits as are required by state or local law. Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

Contractor is required to comply with DMH Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

22. Reports of Death, Injury, Damage or Abuse.

If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies

to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

Contractor agrees to notify the County immediately should Contractor be investigated, charged, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor of a health care offense. Contractor will indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contract or subcontractors.

If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor s employees or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et eq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements

c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements

23. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. For full text:

http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

24. Disclosure of Unusual Incidents.

Contractor shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation

occurred. Notice of such violation shall be confirmed by deliver to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, of a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

25. Standard for Security Configurations, if applicable.

a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.

b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of County. The following security configuration requirements apply: USGCB

c. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.

d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.

e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.

f. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

g. The Contractor shall ensure that computers which store PHI and/or PII locally have hard drive encryption installed and enabled.

For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this contract.

26. Charitable Choice.

Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

Contractor shall comply by 42 Code of Federal Regulations, Part 54.

a. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance abuse activities. This information must be submitted

to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by Department of Healthcare Services.

EXHIBIT F

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 CFR Parts 160 through 165 ("HIPAA regulations") (collectively along with state law privacy rules as "HIPAA laws") as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

B. "Agent" shall have the meaning as determined in accordance with the federal common law of agency.

C. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such

acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any County PHI that has been inadvertently disclosed shall not be further used or disclosed except in compliance with law.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

D. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

E. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

F. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 CFR §164.502(b) and §164.514(d)(1).

G. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

H. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. Obligations and Activities of Contractor as a Business Associate.

A. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part

164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

F. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

G. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

H. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

I. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

J. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

K. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

L. Contractor shall honor all restrictions consistent with 45 C.F.R. §164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act Section 13405(a).

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

N. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.

Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

O. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other Agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.

(4) Oral notification shall be made to the HIPAA Privacy Officer by calling 805-781-4788 and to the HIPAA Security Officer by calling 805-781-4100. Written notification shall be sent to the following address:

HIPAA Privacy Officer
San Luis Obispo County Health Agency
2180 Johnson Avenue
San Luis Obispo, CA 93401

Or by Email at: Privacy@co.slo.ca.us

(5) Contractor's notification shall include, to the extent possible:

(a) The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(b) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(iv) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(v) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

P. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

Q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with Paragraph O and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

R. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

S. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

T. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

U. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

V. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

6. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

(2) Contractor may disclose County PHI for the proper management and

administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

C. Contractor may use or disclose County PHI as required by law.

7. Obligations of County.

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

8. Business Associate Termination.

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

(1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

(2) Have the discretion to unilaterally and immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

(1) This provision shall apply to all PHI that is in the possession of Subcontractors or Agents of Contractor.

(2) Contractor shall retain no copies of the PHI.

(3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

EXHIBIT H

Procedures

Transfers Between Programs

Transfers from Bryan's House to Behavioral Health Drug and Alcohol Services (DAS)

1. Transfer process will follow the DAS Documentation Guidelines.
2. The Bryan's House Supervisor will call the Program Supervisor of receiving outpatient clinic. The Program Supervisors will agree and the Bryan's House Supervisor will document the transfer.
3. Bryan's House will complete the following closing documents in Anasazi prior to transfer:
    a. Updated Diagnostic Review
    b. Discharge Summary
    c. ASAM Assessment
    d. Closing CalOMS
    e. Close Subunit Assignment (sub-unit 7417)
4. Bryan's House will fax the following documents to the receiving DAS site upon transfer (**unless the information is in AZ – Bryan's House will print from AZ**):
    a. A completed Update Form
    b. Closing Worksheet
    c. Copy Medi-Cal Card
    d. Current Treatment Plan (if not in AZ)
    e. Initial assessment/current assessment or update (if not in AZ)
    f. Discharge Summary (if not in AZ)
    g. Current Release of Information between San Luis Obispo Drug and Alcohol Services and Bryan's House.
5. The update form (indicating the site the transfer will go to) will be sent to DAS Health Information Technician (HIT) or approved Administrative Assistant (AA) at the site where the record will be located. The AA receiving the case will open the subunit for outpatient treatment services and schedule an intake appointment with the clinic's Assessment Coordinator.
6. Any documents that require scanning into AZ will be forwarded from the site AA to the designated clinic HIT for scanning.
7. The receiving AA will file the documentation from Bryan's House in the paper record in the right hand side of the client's hard copy file.
8. AA will forward the Closing Worksheet to the clinic HIT for auditing the discharge.

Transfers from DAS to Bryan's House:

1. DAS will follow same transfer functions as stated in the current Documentation Guidelines.
2. The sending Program Supervisor will discuss and document a discussion with the Bryan's House Supervisor regarding the transfer.
3. The sending clinic AA will send/fax the following documents upon transfer (**unless the information is in AZ – Drug and Alcohol Services will print from AZ**):
    a. Copy insurance cards if available

   b. Current Treatment Plan (print from AZ)
   c. Initial assessment/current assessment or update (print from AZ)
   d. Outpatient Discharge Summary (print from AZ)
   e. Pertinent progress notes (MD and therapist) (print from AZ)
   f. Health Questionnaire (print from AZ attachments)
   g. Release of Information, appropriately executed by the client for communication between Drug and Alcohol Services and Bryan's House.
4. Sending clinic AA or Drug and Alcohol Specialist will close SLO DAS unit/sub-units and open to Bryan's House (sub-unit 7417).

Communications/Disclosure between DAS and Bryan's House

Bryan's House is a CBO/Business Associate as a contracted provider. Exchanging information with Bryan's House, as long as they have a treatment responsibility and need to know clinical information, can be done without an Authorization to Disclose PHI or a need to record disclosures in accordance with HIPAA regulations. However, 42CFR requires an Authorization to consent for all communications and disclosures. Ensure that a Release of Information is signed and currently executed between San Luis Obispo Drug and Alcohol Services and Bryan's House.

Bryan's House Documentation Responsibilities: See DAS Documentation Guidelines and Title 22 Drug Medi-Cal regulations

Cases Admitted following DAS Walk-In Screening:

1. Assessment (ASI)
2. ASAM
3. Diagnostic Review
4. Treatment Plan (s)
5. Extended Justification
6. Updated ASAM Assessments
7. Updated Diagnostic Review Assessments
8. Progress Notes
9. CalOMS Admission, Discharge
10. Discharge Summary
11. Group Rosters
12. Demographics updates
13. Release of Information(s)
14. Health Questionnaire and Physical Exam, including client TB testing

Treatment Plans in Anasazi:

- For cases open to Bryan's House only: Bryan's House must open an Initial Treatment Plan (ITP) depending on which route they entered residential treatment through (24 hour authorization or DAS Walk-In Screening), and subsequent Treatment Plan (TP),

- For cases open to Bryan's House and to DAS for Medication Support, Withdrawal Management Services, and Medication Assisted Treatment: Bryan's House staff member must open a SA TP in Anasazi and include all Bryan's House and DAS

services on the SA TP. Bryan's House staff will collaborate with the DAS Nurse Practitioner to add all needed medication support services to the SA TP.

Staff ID Maintenance:
Bryan's House will continue to complete staff ID Anasazi applications for new or terminated staff and license renewals. Completed Anasazi applications will be sent to the Division Manager of Drug and Alcohol Services for approval, due to 42CFR regulations. After approval, the Division Manager will forward to the help desk. New staff must complete all required trainings on privacy and 42CFR prior to access to Anasazi.

Previous Bryan's House Records:
Past Bryan's House records will be maintained by Bryan's House for seven years.

Assignments/SAI Responsibility:
Normally, the SAI is responsible for completing the SA TP, but in cases shared by Bryan's House with other services such as DAS Withdrawal Management or Medication Assisted Treatment, the SAI designation is primarily to determine which staff gets Anasazi notifications. The general rule is that the staff member who is most likely to need notifications is the SAI. AA staff will create "primary" assignments (to set the SAI) as follows:

- Bryan's House is the SAI for clients admitted to residential treatment services.

Exhibit I

PERINATAL SERVICES NETWORK GUIDELINES FY 2016-17

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Substance Use Disorder Program, Policy, and Fiscal Division
Office of Women's, Perinatal, and Youth Services

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SECTION A: INTRODUCTION

The Office of Women's, Perinatal, and Youth Services (OWPYS) within the California Department of Health Care Services (DHCS) maintains current requirements for substance using pregnant and parenting women through the Perinatal Network Services Guidelines (PSNG). The purpose of the PSNG is to ensure California counties and providers deliver quality substance use disorder (SUD) treatment services and adhere to the federal and state regulations.[1]

These guidelines fulfill the Women's Services Expenditure Requirement (WSER) in the Substance Abuse Prevention and Treatment Block Grant (SAPT BG) Perinatal Set-Aside from the Substance Abuse and Mental Health Services Administration (SAMHSA). The WSER requires states to use specified funds on perinatal clients, regardless of whether perinatal funds are exchanged for discretionary funds. Furthermore, counties are responsible for their portion of the SAPT BG WSER and must meet the requirements as outlined in the PSNG.

OWPYS provides technical assistance (TA) and information to counties, providers, and members of the public on serving the needs of pregnant and parenting women as well as youth with SUDs.

The TA offered to counties assists with program development and increases public awareness of the potential impact of alcohol and drug use. TA services may include telephone calls, literature, newsletters, webinars, and/or other program development resources.

Counties and providers may request TA by submitting a request during the annual county monitoring reviews or by contacting OWPYS through the following methods:

Email: DHCSOWPS@dhcs.ca.gov

Phone: (916) 327-2727

Mailing Address: Department of Health Care Services
Office of Women's, Perinatal, and Youth Services
P.O. BOX 997413 - MS 2622
Sacramento, CA 95899-7413

[1] Code of Federal Regulations (C.F.R.), Title 45, Public Welfare, Pt. 96, Subpart L; California Health and Safety Code (HSC) Division 10.5, Part 1, Chapter 2, Alcohol and Drug Affected Mothers and Infants Act

SECTION B: SUD TREATMENT PROGRAM REQUIREMENTS

This section outlines the minimum requirements for SUD treatment programs that:

- Serve pregnant and parenting women, and
- Receive SAPT BG funding.

As SUD treatment models move toward family-centered care, programs must treat the family as a unit and admit both women and their children into treatment services, when appropriate.[2] Family-centered services involve a woman's family in her treatment and recovery process. To the woman that is in treatment, family members are defined by who she views as her family and may consist of relatives and adults outside of the traditional family structure.

1. TARGET POPULATION

Pregnant and parenting women are an underserved, at-risk segment of the substance-using population. SUD treatment programs must serve the following individuals with SUDs:[3]

a. Pregnant women;

b. Women with dependent children;

c. Women attempting to regain custody of their children;

d. Postpartum women and their children; or

e. Women with substance exposed infants.

(1) The target population defined above is herein after referred to as pregnant and parenting women.

[2] 45 C.F.R. § 96.124(e)
[3] 45 C.F.R. § 96.124(e); HSC § 11757.59(a)

2. ADMISSION PRIORITY

Among women with SUDs, pregnant women require more urgent treatment services and critical, high-risk prenatal care due to the harmful effects of drug use on the fetus. SUD programs serving pregnant and parenting women shall provide preference to pregnant women.

a. Specifically, SUD treatment programs must provide priority admission to treatment in the following order:[4]

(1) Pregnant injection drug users;

(2) Pregnant substance users;

(3) Injection drug users; and

(4) All others.

3. PRIMARY MEDICAL CARE

Comprehensive medical care is essential for a woman's participation in treatment and long-term recovery from SUDs. A comprehensive system serves the woman as a whole by integrating medical care and behavioral health care into SUD treatment services. Programs must provide or arrange for primary medical care, including a referral for prenatal care to pregnant and parenting women receiving SUD treatment services.[5]

a. Child care services must be provided while the women are receiving primary medical care services.[6]

4. PRIMARY PEDIATRIC CARE

Preventative pediatric care addresses infant and child health issues before they become severe. When the health and well-being of a woman's child has been addressed, the woman is better able to focus on her own health and recovery.

a. SUD treatment programs must provide or arrange for primary pediatric care, including immunization for the children of pregnant and parenting women, while the women are receiving SUD treatment.[7]

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[4] 45 C.F.R. § 96.131(a)
[5] 45 C.F.R. § 96.124(e)(1)
[6] 45 C.F.R. § 96.124(e)(1); 45 C.F.R. § 96 App. A(6)
[7] 45 C.F.R. § 96.124(e)(2)

5. GENDER-SPECIFIC SERVICES

Women have a unique set of needs that are often not addressed in co-ed settings. SUD treatment programs must provide/arrange for gender-specific SUD treatment services and other therapeutic interventions for pregnant and parenting women including the following:[8]

a. Relationships;

b. Sexual and physical abuse; and

c. Parenting.

(1) Child care services must be provided while the women are receiving gender-specific treatment services.[9]

6. THERAPEUTIC INTERVENTIONS FOR CHILDREN

Therapeutic interventions for children, whose mothers enter SUD treatment, help to address children's developmental, emotional, and physical needs. Tools for screening and assessment help provide appropriate programs and services to children.[10] SUD treatment programs must provide/arrange for therapeutic interventions for the children of the women receiving SUD treatment services to address the child's:[11]

a. Developmental needs;

b. Sexual abuse;

c. Physical abuse; and

d. Neglect.

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[8] 45 C.F.R. § 96.124(e)(3)
[9] 45 C.F.R. § 96.124(e)(3); 45 C.F.R. § 96 App. A(6)
[10] Therapeutic Services for Children Whose Parents Receive Substance Use Disorder Treatment, National Association of State Alcohol and Drug Abuse Directors (2011)
[11] 45 C.F.R. § 96.124(e)(4)

7. CASE MANAGEMENT

Case management services are the arrangement, coordination, and monitoring of services to meet the needs of individuals and families.[12] SUD treatment programs must provide/arrange for sufficient case management to ensure that pregnant and parenting women, and their children, have access to the following services:[13]

a. Primary medical care;

b. Primary pediatric care;

c. Gender-specific treatment; and

d. Therapeutic interventions for children.

8. TRANSPORTATION

Transportation services provide a method of transportation for individuals to access SUD treatment services, obtain medical care or employment.[14] SUD treatment programs must provide/arrange for transportation to ensure that pregnant and parenting women, and their children, have access to the following services:[15]

a. Primary medical care;

b. Primary pediatric care;

c. Gender-specific treatment; and

d. Therapeutic services for children.

[12] 45 C.F.R. § 96 App. A(3)
[13] 45 C.F.R. § 96.124(e)(5)
[14] 45 C.F.R. § 96 App. A(28)
[15] 45 C.F.R § 96.124(e)(5)

9. CAPACITY MANAGEMENT

Capacity management systems track and manage the flow of clients with SUDs entering treatment. These systems target priority populations, specifically pregnant women and women using injection drugs, to ensure timely placement into the appropriate level of care. Priority admission to treatment is critical for pregnant women using injection drugs as they pose a greater risk of harm to themselves and the fetus.[16]

a. When a SUD treatment program cannot admit a pregnant woman because of insufficient capacity, the program must refer the woman to DHCS through its capacity management program.[17]

   (1) The Drug and Alcohol Treatment Access Report (DATAR) system is DHCS's capacity management program used to collect data on SUD treatment capacity and waiting lists.[18]

b. When a SUD treatment program serving intravenous substance users reaches or exceeds 90 percent of its treatment capacity, the program must notify DHCS through DATAR within seven days.[19]

   (1) Programs must report their capacity to DATAR on a monthly basis.[20]

10. REFERRALS

A referral occurs when a SUD treatment program has insufficient capacity to provide treatment services to a woman in need of SUD treatment services.[21] Referral services include a brief assessment of a woman's needs in order to determine the appropriate referral to SUD treatment or other services.[22] It is important to consistently refer a woman to the appropriate SUD services while she is still motivated to enter treatment.

When a pregnant woman receives a referral for SUD treatment services, and a program is unable to provide these services due to capacity, the SUD treatment program must:

a. Provide interim services to a pregnant woman (intravenous and non-intravenous drug users), including a referral for prenatal care, within 48 hours of the request.[23]

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[16] Capacity Management for Substance Abuse, SAMHSA (2009)
[17] 45 C.F.R. § 96.131(c)
[18] Drug and Alcohol Treatment Access Report Web User Manual, DHCS (2014)
[19] 45 C.F.R. § 96.126(a)
[20] Drug and Alcohol Treatment Access Report Web User Manual, DHCS (2014)
[21] 45 C.F.R. § 96.131(c)
[22] 45 C.F.R. § 96 App. A(17)
[23] 45 C.F.R. § 96.126(b)(2); 96.131(d)(2)

(1) Refer to Section B(12), Interim Services, for more information.

b. When assisting the target population who are in need of SUD treatment services for intravenous drug use, SUD treatment programs must:

(1) Admit intravenous drug users within 14 days of the request;[24] or

(2) Admit intravenous drug users within 120 days;[25] and

i. Make interim services available within 48 hours of the request; including referral for prenatal care.[26]

11. WAITING LIST

SUD treatment programs must submit all waiting list information to DATAR. The waiting list must include a unique patient identifier for each injection substance user seeking treatment and include those receiving interim services while awaiting admission into treatment.[27]

The waiting list, DATAR, is a tool used to track the number of women awaiting admission to SUD treatment. SUD treatment programs serving the target population must create and maintain a waiting list once a program's capacity has been reached.

As space becomes available, clients are matched with appropriate treatment services. SUD treatment programs must do the following:

a. For the purposes of treating women using injection drugs, establish a waiting list to ensure women in this sub-population are placed in comprehensive treatment within 14 days.[28]

b. If any individual cannot be placed in comprehensive treatment within 14 days, the SUD treatment program must enroll the individual in interim services while awaiting admission into treatment.[29]

(1) Refer to Section B(12), Interim Services, for more information.

c. When a SUD treatment program has a woman actively on the waiting list, the SUD treatment program must address the woman as follows:[30]

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[24] 45 C.F.R. § 96.126(b)(1)
[25] 45 C.F.R. § 96.126(b)(2)
[26] 45 C.F.R. § 96.126(b)(2)
[27] 45 C.F.R. § 96.126(c)
[28] 45 C.F.R. § 96.126(d)
[29] 45 C.F.R. § 96.126(d)
[30] 45 C.F.R. § 96.126(d)

(1) The program must admit the woman to the program and provide SUD treatment within 120 days.

(2) If a woman cannot be located or refuses treatment, the woman may be removed from the waiting list and not provided treatment within the 120 days.

i. If a woman was previously on the waiting list and did not receive SUD treatment services (e.g. refused treatment services or was not able to be contacted), and requests treatment at a later date, and space is not available, SUD treatment programs must:[31]

(a) Provide interim services;

(b) Add the woman to the waiting list (including DATAR); and

(c) Admit the woman to a SUD treatment program within 120 days from the most recent request.

d. When SUD treatment programs provide interim services, as outlined in Section B(12), SUD treatment programs must:[32]

(1) Develop a tool to maintain contact with the women awaiting admission; and

(2) Consult DATAR to ensure women on the waiting list are admitted to treatment as early as possible.

12. INTERIM SERVICES

Interim services are defined as services provided until a woman is admitted to a substance use treatment program. The purpose of providing interim services is to reduce the adverse health effects of substance use, promote the health of the woman, and reduce the risk of transmission of disease.[33]

a. At a minimum, interim services must counsel and educate women in the following areas:[34]

(1) Human Immunodeficiency Virus (HIV);

(2) Tuberculosis (TB);

(3) Risks of needle sharing;

[31] 45 C.F.R. § 96.126(d)
[32] 45 C.F.R. § 96.126(c)
[33] 45 C.F.R. § 96.121
[34] 45 C.F.R. § 96.121

(4) Risks of HIV and TB transmission to sexual partners and infants;

(5) Steps to ensure HIV and TB transmission does not occur; and

(6) If necessary, referral for HIV or TB treatment services.

b. Additionally, the SUD treatment program must, at a minimum, provide the following interim services to pregnant women who cannot be placed in treatment:[35]

(1) Counseling on the effects of alcohol and drug use on the fetus; and

(2) Referral for prenatal care.

c. If a SUD treatment program has insufficient capacity and a referral to treatment has been made, the program must offer interim services within 14 days of the request to women who request SUD treatment and cannot be placed in the SUD treatment program.[36]

13. OUTREACH SERVICES

Effective outreach engages individuals in need of treatment services making it more likely they will attend treatment, participate in activities, and complete treatment and recovery support services. SUD treatment programs serving women using injection drugs must, at a minimum, use the following research-based outreach methods:[37]

a. Select, train and supervise outreach workers;

b. Contact, communicate, and follow-up with high risk individuals with SUDs;

c. Promote awareness among women using injection drugs about the relationship between injection drug use and communicable diseases such as HIV;

d. Recommend steps to ensure that HIV transmission does not occur; and

e. Encourage entry into treatment.

[35] 45 C.F.R. § 96.121
[36] 45 C.F.R. § 96.126(c)
[37] 45 C.F.R. § 96.126(e)

SECTION C: BEST PRACTICES FOR SUD TREATMENT PROGRAMS

This section outlines best practices for serving pregnant women and women with dependent children. These best practices are based on resources and research published by the National Association of State Alcohol and Drug Abuse Directors (NASADAD)[38] and SAMHSA.[39] This section also aligns with the regulations set forth in state law.[40]

The purpose of this section is to complement the mandates outlined in statute and provide quality standards for the delivery of SUD services to pregnant women and women with dependent children. This section will be used by counties and programs as a reference tool to develop comprehensive, individualized, gender-specific, and family-centered SUD treatment services.

1. CHILD CARE

For women in SUD treatment, access to child care is a critical factor that may serve as a barrier to a woman's participation in treatment. Children born to mothers with SUDs are at a greater risk of in utero exposure to substances. As a result, many of these children struggle to achieve basic developmental milestones and they often require child care that extends beyond basic supervision.[41]

According to California law, SUD treatment programs are advised to provide adequate child care while the women participate in SUD treatment.[42] Furthermore, SUD treatment programs are encouraged to provide on-site, licensed child care in accordance with child care licensing requirements.[43] Conducting child care within close proximity of the SUD treatment program may serve as a motivation for the mothers to stay in treatment.[44]

When a SUD treatment program is unable to provide licensed on-site child care services, the SUD treatment program should partner with local, licensed child care facilities or offer on-site, license-exempt child care through a cooperative arrangement between parents for the care of their children.[45]

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[38] Guidance to States: Treatment Standards for Women with Substance Use Disorders, NASADAD (2008)
[39] Addressing the Needs of Women and Girls: Developing Core Competencies for Mental Health and Substance Abuse Service Professionals. SAMHSA (2011); TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009)
[40] HSC §§ 11757.50 through 11757.61; 22 CCR § 51341.1
[41] Addressing the Needs of Women and Girls: Developing Core Competencies for Mental Health and Substance Abuse Service Professionals. SAMHSA (2011); TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009)
[42] HSC § 11757.59(b)(2)(F)
[43] 22 CCR §§ 101151 through 101163
[44] TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009)
[45] 22 CCR § 51341.1(c)(4)(A); 22 CCR § 102358; HSC § 1596.792(e)

All of the following conditions must be met in the event of a cooperative arrangement: [46]

- Parents shall combine their efforts so that each parent rotates as the responsible care giver with respect to all the children in the cooperative;
- Any person caring for the children shall be a parent, legal guardian, stepparent, grandparent, aunt, or adult sibling of at least one of the children in the cooperative arrangement;
- No monetary compensation, including receipt of in-kind income, may be provided in exchange for the provision of care; and
- No more than 12 children can receive care in the same place at the same time.

When possible, it is recommended that women offering child care in the cooperative arrangement be directed under the supervision of an experienced staff member with expertise in child development. This staff member can teach the women how to respond appropriately to children's needs and help the woman address child specific issues.[47]

In addition, it is recommended that child care services include therapeutic and developmentally appropriate services to help identify a child's developmental delays, including behavioral health issues.[48] When appropriate and possible, child care services should be tailored to each child and support the child's individual needs. This includes taking a child's culture and language into account to incorporate culturally responsive practices and deliver culturally appropriate services.

Furthermore, if other clinical treatment services for the child are deemed medically necessary, services should be comprehensive, and at a minimum, include the following:[49]

- Intake;
- Screening and assessment of the full range of medical, developmental, emotional related-factors;
- Care planning;
- Residential care;
- Case management;

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[46] 22 CCR § 102358; HSC § 1596.792(e)
[47] Caring for our Children: National Health and Safety Performance Standards; Guidelines for Early Care and Education Programs, Third Edition. American Academy of Pediatrics, American Public Health Association, National Resource Center for Health and Safety in Child Care and Early Education (2011)
[48] TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009); Guidance to States: Treatment Standards for Women with Substance Use Disorders, NASADAD (2008)
[49] TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009).

- Therapeutic child care;
- Substance abuse education and prevention;
- Medical care and services;
- Developmental services; and
- Mental health and trauma services.

2. PARENTING SKILLS

Parenting skills is defined as a relationship between a woman and her child(ren) that include identification of feelings, empathy, active listening, and boundary setting.[50] The mothers can practice these skills alone or with their children. According to state regulation, the incorporation of parenting skills into a woman's treatment plan is recommended to help the woman and her child(ren) while the woman is in treatment.[51] Additionally, parenting skills can be improved through education in child development, skill-building training, counseling, modeling and problem-solving in specific instances of parent-child interactions.

Topics for parenting skills and relationship building can include, but are not limited to, the following:[52]

- Developmentally age-appropriate programs for children;
- Parenting education for mothers;
- Strategies to improve nurturing for mothers and children;
- Appropriate parent child roles including modeling opportunities;
- Integration of culturally competent parenting practices and expectations;
- Nutrition;
- Children's substance abuse prevention curriculum;
- Children's mental health needs;
- Integration of culturally competent parenting practices and expectations;
- Education for mothers about child safety;
- Children's substance abuse prevention curriculum; and
- Children's mental health needs.

Parents need time to practice their new parenting skills and change patterns of behavior to improve interactions with their children. Matching parenting, coaching, and/or other support groups to the women's services can help her ability to cope with parenting skills.

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[50] TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009); Guidance to States: Treatment Standards for Women with Substance Use Disorders, National Association of State Alcohol and Drug Abuse Directors (2008)
[51] HSC § 11757.59(b)(2)(E); 22 CCR § 51341.1(c)(3); 51341.1(c)(4)(A); 51341.1(d)(4)
[52] TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, SAMHSA (2009)

SECTION D: SUD TREATMENT SERVICE TYPES

SUD treatment services consist primarily of outpatient and residential services, aimed at stabilizing and rehabilitating individuals with SUDs. Pregnant and parenting women with SUDs may be referred to any of the following services, as necessary:

1. OUTPATIENT TREATMENT SERVICES

Outpatient treatment services are services provided where the client does not reside in a treatment facility, but instead continues to live at home or in a non-clinical setting. The following are examples of types of outpatient treatment programs:

a. Intensive Outpatient Treatment (IOT)

IOT services, formerly day care habilitative services, are provided to clients a minimum of three hours per day, three days per week.[53] These programs are often scheduled around work or school to accommodate daily schedules.

b. Outpatient Drug Free (ODF) Treatment

ODF treatment can be either group or individual. ODF treatment services are provided with or without medication and may also include counseling and supportive services.[54]

c. Narcotic Treatment Program (NTP)

In an outpatient NTP, treatment services are provided to detoxified opioid addicts. Clients are administered prescribed medications (narcotic replacement drugs) on a routine basis to alleviate the symptoms of withdrawal from opioids. Programs provide an ambulatory care setting for a safe withdrawal.[55]

[53] 22 CCR § 51341.1; CalOMS Tx Data Collection Guide, DHCS (2014)
[54] CalOMS Tx Data Collection Guide, DHCS (2014)
[55] 22 CCR § 51341.1; CalOMS Tx Data Collection Guide, DHCS (2014)

2. RESIDENTIAL TREATMENT SERVICES

Residential services are services provided where the client resides in a treatment facility. Adults (18 and over) whose substance use problems are severe in nature and must be cared for in specialized treatment facilities receive comprehensive inpatient services. If appropriate, services will include children of substance-using women, while the mother is seeking treatment.[56] In addition, if the residential treatment facility determines that a child needs services, the facility is to provide short-term residential care including comprehensive treatment and services.[57] Refer to section B(6) for more information about Therapeutic Interventions for Children.

The following are common residential treatment service types:

a. Short Term Residential Treatment (90 days or less)

   Short term residential care services are designed for participating periods of 90 days or less in non-acute care.[58]

b. Long Term Residential Treatment (over 90 days)

   Long term residential care services are designed for participating periods exceeding 90 days in non-acute care.[59]

[56] 45 C.F.R. § 96.124(e)
[57] 45 C.F.R. § 96 App. A(24)
[58] CalOMS Tx Data Collection Guide, DHCS (2014)
[59] CalOMS Tx Data Collection Guide, DHCS (2014)

SECTION E: REFERENCES

American Academy of Pediatrics, American Public Health Association, National Resource Center for Health and Safety in Child Care and Early Education. (2011).Caring for our Children: National Health and Safety Performance Standards; Guidelines for Early Care and Education Programs, Third Edition. Available from: http://cfoc.nrckids.org/WebFiles/CFOC3_updated_final.pdf

California Code of Regulations Title 22 Social Security. Division 3. Subdivision 1. Chapter 3. Article 4. Section 51341.1. Drug Medi-Cal Substance Use Disorder Services. Available from: https://govt.westlaw.com/calregs/Document/I12C91B008DA411E4A0F094BBA3CAFB62?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)

California Code of Regulations Title 22 Social Security. Division 12. Chapter 1. Child Care Center General Licensing Requirements. Articles 1-2. Sections 101151-101163. Available from: https://govt.westlaw.com/calregs/Document/I95BC79A0D4C011DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=StatuteNavigator&contextData=(sc.Default)

California Code of Regulations Title 22 Social Security. Division 12. Chapter 3. Article 2. Licensing, Section 102358. License Exemptions. Available from: https://govt.westlaw.com/calregs/Document/IC90FF890D4C011DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)

California Department of Health Care Services (2014). *California Outcomes Measurement System Treatment (CalOMS Tx) Data Collection Guide.* Available from: http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

California Department of Health Care Services (2014). *Drug and Alcohol Treatment Access Report (DATAR) DATAR Web User Manual.* Available from: http://www.dhcs.ca.gov/provgovpart/Documents/DATARWeb_Manual_04-15-2014.pdf

California Health and Safety Code, Division 2, Chapter 3.4, California Child Day Care Facilities Act. Available from: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=2.&title=&part=&chapter=3.4.&article=1.

California Health and Safety Code, Division 10.5, Part 1, Chapter 2, Alcohol and Drug Affected Mothers and Infants Act of 1990. Available from: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=10.5.&title=&part=1.&chapter=2.&article=

Code of Federal Regulations (1993), Title 45, Public Welfare, Part 96, Subpart L – Substance Abuse Prevention and Treatment Block Grant. Available from: https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96

National Association of State Alcohol and Drug Abuse Directors. (2008). *Guidance to States: Treatment Standards for Women with Substance Use Disorders.* Available from: http://nasadad.org/wp-content/uploads/2010/12/Guidance-to-States-Treatment-Standards-for-Women.pdf

National Association of State Alcohol and Drug Abuse Directors. (2011). *Therapeutic Services for Children Whose Parents Receive Substance Use Disorder Treatment*. Available from: http://www.cffutures.org/files/publications/Child_Therapeutic_Services_FINAL.pdf

Substance Abuse and Mental Health Services Administration. (2009). *Capacity Management for Substance Abuse*. Available from: http://www.narbha.org/includes/media/docs/Capacity-Management-for-Substance-Abuse-Treatment-Systems.pdf

Substance Abuse and Mental Health Services Administration. (2009). *TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women.* Available from: http://store.samhsa.gov/shin/content//SMA14-4426/SMA14-4426.pdf

Substance Abuse and Mental Health Services Administration. (2011). *Addressing the Needs of Women and Girls: Developing Core Competencies for Mental Health and Substance Abuse Service Professionals.* Available from: http://store.samhsa.gov/shin/content/SMA11-4657/SMA11-4657.pdf