



## **Be Well OC Irvine Campus**

# **Request for Interest & Qualifications**

### **Re: Substance Use Residential Treatment (Adult) and Withdrawal Management (Adult)**

Be Well OC is seeking interest & qualifications from reputable organizations to provide Adult Substance Use Services at the Be Well Irvine Campus, in Irvine, CA. The program will consist of (2) 15 bed Residential Treatment programs, with units divided by gender identification, and (1) 15 bed Withdrawal Management unit.

Mind OC is a 501 c3 non-profit, established for the sole purpose of advancing the Be Well movement. A core component of the Be Well strategy is the development of care campus's, intended to serve as a platform for integrated care across the mental health and substance use disorder continuum. Mind OC partners with both public and private partners, including a foundational partnership with the County of Orange Health Care Agency through a Master Services Agreement.

Mind OC seeks a Contractor partner who shares the same values as Be Well, and is fully committed to supporting and advancing the Be Well culture and community. The Be Well Way is our culture and way of working. It is defined by our core values of dignity, respect, customer service, and kindness. The Be Well Way is expressed through our interactions with others and facilitates an intentional environment that promotes healing and wellness. Expanding access to care, improving the quality of care, and creating a better experience of care reduces stigma and inspires hope. As such, a Contractor will participate in all required Campus activities and utilize property management services, follow all branding protocols (for both internal and external communications) and, most importantly, work with Mind OC leadership to insure excellent client care coordination and experience.

Activities may include:

- Participate in operational and leadership meetings as requested
- Coordinated discharge protocols & transportation
- Referrals & access management, utilizing and providing resourcing for the Be Well Intake & Referral center, 24/7
- Interface with Be Well Care Navigation & Housing Navigation
- Lead outreach activities for client access, in coordination with Mind OC staff
- Ensure accurate and timely clinical and quality data is provided to Be Well based upon mutually agreeable metrics.

## Figures

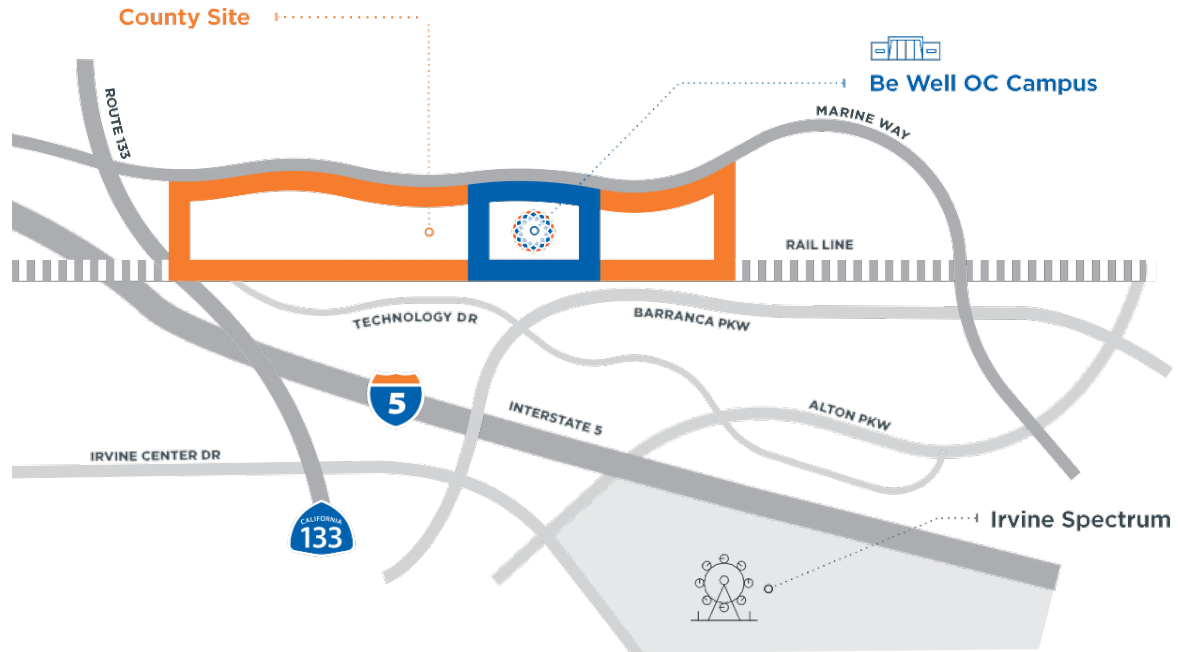


Figure 1: Be Well OC Irvine Campus location

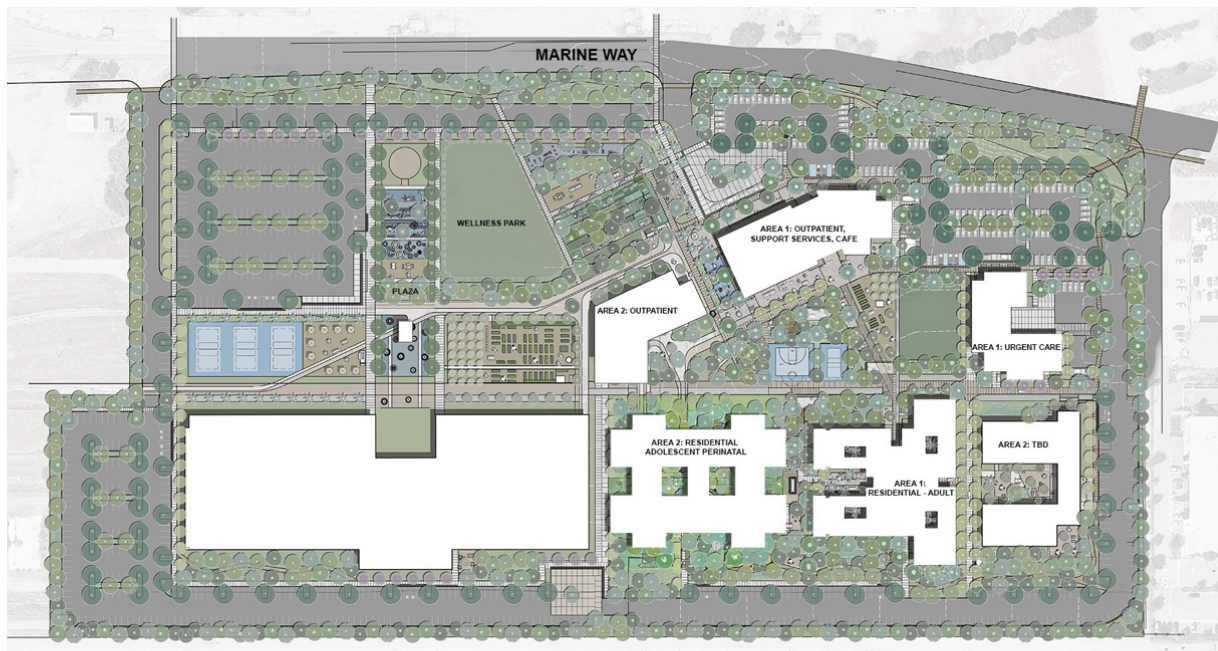


Figure 2: Be Well OC Irvine Campus master plan. Substance Use programs will be located in the building labelled “Area 1: Residential – Adult.”



## Timeline

Based on responses to the RFI, up to (3) Contractors will be selected to proceed to the next step of participating in the full RFP process, to select a final Contractor partner.

<i>Activity</i>	<i>Date</i>
RFI released	Monday, March 4 <sup>th</sup>
RFI responses due	Friday, March 29 <sup>th</sup>
Selection of Contractors to respond to full RFP	Friday, April 12 <sup>th</sup>

## Questions

RFI responses will be scored based on responses to the questions noted below, with a maximum of 100 pts. Please limit responses to 150 words per question. Responses must be delivered electronically to Amber Bergkamp at [amber.bergkamp@mind-oc.org](mailto:amber.bergkamp@mind-oc.org) by 4pm on March 29<sup>th</sup>, 2024.

The Be Well OC Irvine Campus Substance Use program will consist of (2) 15 bed Residential Treatment programs, with units divided by gender identification (ASAM 3.1, 3.3, 3.5), and (1) 15 bed Withdrawal Management unit (ASAM 3.2). See Attachment A for Scopes of Work.

For each question, please provide responses specific to both 1) Substance Use Residential Treatment and 2) Withdrawal Management.

1.	<b>Organizational Overview: (15 pts)</b>
	<ul style="list-style-type: none"><li>• Please provide a brief overview of your organization, including its mission, values, and key areas of expertise in substance use residential treatment and withdrawal management for adults?</li></ul>
2.	<b>Experience and Credentials: (20 pts)</b>
	<ul style="list-style-type: none"><li>• What is your organization's experience in providing substance use residential treatment and withdrawal management for adults?</li><li>• Please provide information about the qualifications and certifications of your staff, including psychiatrists, therapists, and support personnel?</li></ul>
3.	<b>Treatment Approaches: (10 pts)</b>
	<ul style="list-style-type: none"><li>• Describe the therapeutic approaches used in your substance use residential treatment and withdrawal management programs. How are treatment plans individualized for each client?</li></ul>
4.	<b>Staffing Ratios and Qualifications: (10 pts)</b>

	<ul style="list-style-type: none"> <li>Describe how you meet the DHCS-required staffing ratios for residents in substance use residential treatment and withdrawal management programs, including a staffing grid by position for all shifts. Please assume an 85% utilization rate.</li> <li>Please provide information on the qualifications and training of staff members.</li> <li>Describe how you plan to secure and retain the necessary staff to provide the services, and any strategies you have implemented.</li> </ul>
5.	<b>Medication Management &amp; Therapeutic Programming: (10 pts)</b>
	<ul style="list-style-type: none"> <li>How does your organization manage and monitor medication for residents, including Medication Assisted Treatment (MAT)? Please detail the therapeutic programming and activities offered to clients during their stay. How are these programs designed to support substance use recovery?</li> </ul>
6.	<b>Family Involvement: (5 pts)</b>
	<ul style="list-style-type: none"> <li>How does your organization involve families in the treatment process during a client's stay in substance use residential treatment and withdrawal management programs?</li> </ul>
7.	<b>Discharge Planning: (5 pts)</b>
	<ul style="list-style-type: none"> <li>What is the process for developing and implementing discharge plans for clients? How are aftercare and community-based support services integrated into the discharge planning process?</li> </ul>
8.	<b>Safety and Security Measures: (5 pts)</b>
	<ul style="list-style-type: none"> <li>Describe the safety and security measures in place within your substance use residential treatment and withdrawal management facilities to ensure the well-being of clients.</li> </ul>
9.	<b>Accreditation: (5 pts)</b>
	<ul style="list-style-type: none"> <li>Are you accredited by any relevant organizations? If so, please explain.</li> </ul>
10.	<b>Cultural Competence: (5 pts)</b>
	<ul style="list-style-type: none"> <li>Please provide examples of culturally responsive considerations in your approach to care.</li> </ul>
11.	<b>Data &amp; Technology: (5 pts)</b>
	<ul style="list-style-type: none"> <li>Please confirm use of electronic medical record for all data collection and analytics, and describe system used.</li> <li>Describe how data is used to support clinical operations, and measure and report on client outcomes.</li> </ul>
12.	<b>Financial Standing (5 pts)</b>
	<ul style="list-style-type: none"> <li>Please provide most recent audited financial statements</li> </ul>

**Statement of Work #1**  
**Adult Co-Occurring Residential Treatment Services**

**1. SCOPE OF WORK - SUBCONTRACTOR RESPONSIBILITIES**

- A. Facility. Subcontractor shall maintain a facility(ies) for the provision of Adult Co-Occurring Residential Treatment Services and Adult Residential Treatment Services described herein at the following location(s), or any other location approved, in advance, in writing, by Mind OC. The facility(ies) shall include space to support the services identified within this SOW.
- B. Facility Standards. In addition to the applicable laws identified in Section 2.4(e) of the Agreement (Compliance with Laws), the facility shall meet the standards of the applicable sections of:
- HSC Code 1520 et seq.;
  - CCR, Title 22, Division 6, Chapter 2, Social Rehabilitation Facilities; Subchapter 1, Article 7;
  - CCR, Title 9, Division 1, Chapter 3, Article 3.5, Standards for the Certification of Social Rehabilitation Programs; and
  - WIC Division 5, Part 2, Chapter 2.5, Article 1, §§ 56070, 5670.5 and 5671.
- C. Capacity. Subcontractor's facility shall have a capacity of fifteen (15) beds and include adequate physical space to support the Services identified within this SOW.
- D. Operating Hours. The facility shall be open for regular admission between the hours of 8:00 a.m. and 5:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of these hours as requested. Services to Beneficiaries in this program will be provided on a twenty-four (24) hour, seven (7) day per week, three hundred sixty-five (365) day per year basis. Subcontractor's holiday schedule shall be consistent with County's holiday schedule unless other approved, in advance and in writing, by Mind OC.
- E. Beneficiaries Eligible for Services. In order to receive Services, the Beneficiary must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria. Beneficiaries will be authorized and referred to Subcontractor by the ART Team. Beneficiaries who contact Subcontractor directly to request services shall be referred by Subcontractor to the ART Team. If a Beneficiary is pregnant or an intravenous drug user who meets medical necessity criteria for Residential Treatment, Subcontractor may admit to treatment bypassing the ART Team if Subcontractor has an available bed slot. In this instance, Subcontractor must complete a SUD assessment and establish medical necessity for residential level of care. Assessment and authorization request must be submitted to the ART Team for authorization within seventy-two (72) hours of beneficiary admission. Subcontractor shall enter data regarding request for service into IRIS access log established by the County for these Beneficiaries who access provider directly and bypass the ART Team.

- F. Length of Stay. Length of stay is based on medical necessity as determined by a Licensed Practitioner of the Healing Arts. Mind OC is adhering to the state goal of a thirty (30) calendar day average in the residential level of care.
- Adults, ages twenty-one (21) and over, may receive no more than two (2) residential treatment episodes per three hundred sixty-five (365) day period. A residential treatment episode is defined as one (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days if medically necessary per three hundred sixty-five day period. An adult Beneficiary may receive one thirty (30) calendar day extension, with prior authorization, if that extension is medically necessary, per three hundred sixty-five (365) day period.
  - Adolescents, ages eighteen (18) to twenty-one (21), shall receive continuous residential services for a maximum of thirty (30) days. Adolescent Beneficiaries may receive up to a thirty (30) day extension if that extension is determined to be medically necessary by the Medical Director or LPHA. Adolescent beneficiaries are limited to one extension per year. Adolescent Beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment.
  - If determined to be medically necessary, perinatal beneficiaries may receive longer lengths of stay than those described above, in accordance with State perinatal guidelines.
- G. Intake. Subcontractor shall determine that a Beneficiary meets the medical necessity criteria before admitting into the program. Subcontractor shall perform an evaluation or analysis of substance use disorders; determine whether there is a diagnosis of substance use disorders; and assess the treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
- H. Referrals and Outreach. Subcontractor shall accept and act upon Beneficiary referrals from Mind OC. Subcontractor shall conduct outreach to the referred Beneficiary for authorized services as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable. Subcontractor shall be responsive to incoming calls or other outreach from Beneficiaries, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week.
- I. Therapeutic Services. Subcontractor shall provide the following therapeutic services:
- Provide individual counseling, which shall consist of contacts between a Beneficiary and a therapist or counselor.
  - Provide group counseling, which shall consist of face-to-face contacts in which one or more therapists or counselors treat two or more Beneficiaries at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.
  - Provide family therapy where family members can provide social support to the Beneficiary, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery.
  - Provide research based education on addiction, treatment, recovery and associated health risks.
  - Provide Collateral Services that include sessions with therapists or counselors and significant persons in the life of the Beneficiary, focused on the treatment needs of the Beneficiaries in terms of supporting the achievement of the Beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional relationship, with the Beneficiary.

- Provide Crisis Intervention Services that include contact between a therapist or counselor and a Beneficiary in crisis. Services shall focus on alleviating crisis problems. “Crisis” means an actual relapse or an unforeseen event or circumstance which presents to the Beneficiary an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the Beneficiary’s emergency situation.
  - Subcontractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process and in adherence to documentation standards set forth in the Authority and Quality Improvement Services (“AQIS”) documentation manual. The treatment plan will be consistent with qualifying diagnosis and will be signed by the Beneficiary and the LPHA.
  - Residential Treatment Services shall consist of a minimum of twenty (20) hours of structured activity per week.
- J. Medication Storage. Subcontractor shall store all Beneficiary medication and facility staff members will oversee Beneficiary’s self-administration of medication.
- K. Evidence Based Treatment Practices. Subcontractor shall implement at least two of the following Evidence Based Treatment Practices (“EBPs”). The EBPs are per Subcontractor per service modality. The required EBPs include:
- Motivational Interviewing: A Beneficiary-centered, empathetic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on Beneficiary' past successes.
  - Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
  - Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
  - Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors’ safety, choice and control.
  - Psycho-Education: Psycho-educational groups are designed to educate Beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to Beneficiaries’ lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist Beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- L. Case Management/Care Coordination. Subcontractor shall provide case management/care coordination services as follows:
- Case Management or Care Coordination Services may be provided by a LPHA or registered/certified counselor and must be provided based on the frequency documented in the individualized treatment plan. Case Management shall provide advocacy and care coordination to physical health, mental health, and transportation, housing, vocational, educational, and transition services for reintegration into the community. Subcontractor shall provide Case Management Services for the Beneficiaries during treatment, transition to other levels of care and follow ups, to encourage the Beneficiary to engage and participate in an appropriate level of care or Recovery Services after discharge. Case

Management becomes the responsibility of the next treating provider after successful transition to a different level of care. Subcontractor shall ensure that Case Management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed. Case Management services may be provided face-to-face, by telephone, or by telehealth with the Beneficiary and may be provided anywhere in the community.

- Programs must screen for mental health issues and provide or refer for needed services. Subcontractor shall notify Beneficiary's medical home provider of Beneficiary's admission to treatment within seven (7) calendar days of admission and request medical records/physical exam. If Beneficiary does not have a medical home, identifying one shall be on the treatment plan. Beneficiaries who are co-occurring with severe and persistent mental illness shall receive mental health services and support through Orange County Health Care Agency PACT program.

- M. Medication Assisted Treatment ("MAT"). MAT services may be provided onsite with approval for Incidental Medical Services from DHCS. Medically necessary MAT services must be provided in accordance with an individualized treatment plan determined by a licensed LPHA working within their scope of practice. MAT services must be provided in compliance with Policy and Procedures submitted to DHCS for IMS designation. Subcontractor must ensure ability to continue MAT after discharge through linkage to an appropriate prescriber. MAT shall include the assessment, treatment planning, ordering, prescribing, administering, and monitoring of all medications for SUDs. Subcontractor must provide administration of buprenorphine, naltrexone (oral and injectable), acamprosate, disulfiram, and naloxone. Other approved medications in the treatment of SUDs may also be prescribed and administered, as medically necessary. Subcontractor must provide care coordination with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may simultaneously participate in MAT services and other ASAM LOCs.
- N. Physician Consultation Services. Physician consultation services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug interactions, or level of care considerations. Mind OC will provide one or more physicians or pharmacists to provide consultation services.
- O. Discharge Services. Subcontractor shall provide discharge services that include preparing the Beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. Subcontractor shall provide or arrange for transportation of Beneficiaries to aftercare destination. Subcontractor shall begin discharge planning immediately after enrollment. The exit plan shall be completed and signed by Subcontractor staff and Beneficiary, and shall be documented in Beneficiary's chart.
- P. Recovery Services. Beneficiaries may access Recovery Services after completing their course of treatment to prevent relapse. Recovery Services shall not be offered for Beneficiaries in the Withdrawal Management level of care. Subcontractor may provide Recovery Services face-to-face, by telephone, or by telehealth with the Beneficiary and may be provided anywhere in the community. Recovery Services shall be made available to DMC-ODS Beneficiaries when a Medical Director or LPHA has determined that Recovery Services are medically necessary in accordance with their individualized treatment plan. The components of Recovery Services are:



- Outpatient counseling services in the form of individual or group counseling to stabilize the Beneficiary and then reassess if the Beneficiary needs further care;
- Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
- Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith-based support;
- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

Q. Food and Other Services. Subcontractor shall provide a clean, safe environment, toiletries, clean linen, and food service. Subcontractor shall provide laundry access and housekeeping, which may be done by Beneficiaries.

R. Health, Medical, Psychiatric, and Emergency Services. Subcontractor shall ensure that all persons admitted for Residential Treatment Services have a health questionnaire completed using form DHCS 5103, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.

- The health questionnaire is a Beneficiary's self-assessment of his/her current health status and shall be completed by Beneficiary. Subcontractor shall review and approve the health questionnaire form prior to Beneficiary's admission to the program. The completed health questionnaire shall be signed and dated by Subcontractor and Beneficiary prior to admission, and a copy of the questionnaire shall be filed in the Beneficiary's record.
- Subcontractor shall, based on the information provided by Beneficiary on the health questionnaire form, refer Beneficiary to licensed medical professionals for physical and laboratory examinations as appropriate.
  - 1) Subcontractor shall obtain a copy of Beneficiary's medical clearance or release prior to Beneficiary's admission to the program when applicable.
  - 2) A copy of the referral and clearance shall be filed in the Beneficiary's file.
  - 3) Subcontractor shall provide directly or by referral: HIV education, voluntary HIV antibody testing and risk assessment and disclosure counseling.
  - 4) The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency and non-emergency services.
  - 5) The programs shall post the name, address, and telephone number for the fire department, a crisis program, local law enforcement, and ambulance service.
  - 6) Subcontractor shall provide TB services to the Beneficiaries by referral to the County or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following: counseling with respect to TB; testing to determine whether the individual has been infected and to determine the appropriate form of treatment; provision for, or referral of, infected Beneficiaries for medical evaluation, treatment, and clearance. Subcontractor shall ensure that a TB-infected Beneficiary is medically cleared prior to commencing treatment.

S. Transportation Services. County shall only pay for medical ambulance or medical van transportation to and from designated residential substance use disorder treatment programs or

health facilities through the County's Medical Transportation Contract under the following conditions:

- Ambulance transportation shall be used for services requiring immediate attention for a Beneficiary due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.
- When any Beneficiary needs non-emergency transportation, and Subcontractor cannot transport Client due to unforeseen circumstances including, but not limited to, staffing constraints, Subcontractor vehicle access within a timely manner or Beneficiary's physical condition and/or limitations.
- Subcontractor shall utilize the County's Ambulance Monthly Rotation Call Log to request transportation services from Ambulance Providers designated for transportation within the city of the Subcontractor's facility for each said month as identified on the log.
- Subcontractor shall use its best efforts to contact Ambulance Providers identified on the Monthly Rotation Call Log as those providers who offer van transportation services if and when an ambulance is not required.
- Subcontractor shall be held liable and may be billed by the Ambulance Provider for services requested by Subcontractor that are deemed inappropriate for use and not a covered service under this section by the County.
- Subcontractor shall transport Beneficiary to locations that are considered necessary and/or important to the Beneficiary's recovery plan including, but not limited to, Social Security Administration offices for Supplemental Security Income benefits and for non-emergency medical or mental health services, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Beneficiary.

T. Written Policies. Subcontractor shall maintain all requested and required written policies, and provide to Mind OC for review, input, and approval prior to staff training on said policies. All policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not be limited to, the following:

- Admission Criteria and Admission Procedure;
- Assessments and Individual Service Plans;
- Individual and Group Counseling Sessions;
- Crisis Intervention/Evaluation for Involuntary Holds;
- Handling of Non-Compliant Clients/Unplanned Discharges;
- Medication Management and Medication Monitoring;
- Recovery Program/Rehabilitation Program;
- Community Integration/Case Management/Discharge Planning;
- Documentation Standards;
- Quality Management/Performance Outcomes;
- Patient Rights;
- Personnel/In service Training;
- Unusual Occurrence Reporting;
- Code of Conduct/Compliance;
- Mandated Reporting; and
- Good Neighbor Policy.

- U. Training and Staff Development. Subcontractor shall provide initial and on-going training and staff development that includes, but is not limited to, the following:
- Orientation to the programs' goals, and policies and procedures;
  - Orientation to Be Well Culture and System of Care
  - Training on subjects as required by State regulations;
  - Orientation to the services;
  - Recovery philosophy, trauma informed care and individual empowerment;
  - Crisis intervention and de-escalation;
  - Substance use disorder and dependence;
  - Motivational interviewing; and
  - Documentation training.
- V. Notification of Public Events and Meetings. Subcontractor shall notify Mind OC of any public event or meeting funded in whole or in part by Mind OC, except for those events or meetings that are intended solely to serve Beneficiaries or occur in the normal course of business. Subcontractor shall notify Mind OC at least thirty (30) business days in advance of any applicable public event or meeting. Any promotional materials or event related flyers must be approved by Mind OC prior to distribution.
- W. Patient Rights. Subcontractor shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County Health Care Agency ("HCA") Mental Health Plan Grievance and Appeals Poster in locations readily accessible to Beneficiaries and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Beneficiaries to take without having to request it on the unit. In addition to those Mind OC and/or Payor policies, Subcontractor shall have an internal grievance process approved by Mind OC, to which the Beneficiary shall have access. Subcontractor's grievance processes shall incorporate Mind OC and Payor policies. The Beneficiary has the right to utilize either or both grievance process(es) simultaneously in order to resolve their dissatisfaction. In the event that a Beneficiary registers a statutory rights violation in accordance with Title IX of the Education Amendments of 1972, or a denial or abuse complaint with the County Patient's Rights Office, the Patients' Rights Office shall investigate the complaint and Title IX grievance procedures shall apply. The Parties agree that Beneficiaries have recourse to initiate an expression of dissatisfaction to Subcontractor, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX complaint. The patients' Advocate shall advise and assist the Beneficiary, investigate the cause of the grievance, and attempt to resolve the matter. No provision of this Agreement shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to WIC § 5500.
- X. No Proselytizing. Subcontractor shall not conduct any proselytizing activities, regardless of funding sources, with respect to any Beneficiaries who have been referred to Subcontractor by Mind OC under the terms of this Agreement. Further, Subcontractor agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.
- Y. Research and Publication. Subcontractor shall not utilize information and/or data received from Mind OC, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication. In addition, Subcontractor shall not engage in, or permit any of its employees or downstream subcontractors to conduct research activity on Beneficiaries without obtaining prior written authorization from Mind OC.

- Z. County Cultural Competency Plan. Subcontractor shall comply with the provisions of the County's Cultural Competency Plan submitted and approved by the state.
- AA. Warm Hand-off Requirement. Subcontractor shall comply with all warm hand-off requirements as set forth in the Mind OC Provider Manual or as otherwise communicated to Subcontractor in writing by Mind OC in connection with Beneficiaries receiving services in a facility.
- BB. Quality of Services and Personnel. Throughout the term of this Agreement, and subject to the conditions of the Agreement, Subcontractor shall maintain the quantity and quality of its services and personnel in accordance with the following:
- Subcontractor represents and warrants that it has, and shall maintain during the term of this Agreement, valid and active licenses applicable to the Services and for the State in which the Services are rendered.
  - Subcontractor represents and warrants that it has, and shall maintain during the term of this Agreement, applicable Medi-Cal and Medicare provider and/or supplier numbers.
  - All Services provided or arranged for under this Agreement and this SOW shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Agreement; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of Mind OC's utilization management and quality improvement programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Agreement.
  - Subcontractor shall have the required experience and/or training in the provision of the Services to be provided under this SOW.
  - Subcontractor shall have the capacity to facilitate the Services in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by Mind OC and Payors.
  - Subcontractor shall maintain staffing that allows for timely, high-quality service delivery.
  - Subcontractor shall coordinate with other providers in the Beneficiary's care team.
  - For Medi-Cal Beneficiaries, Subcontractor shall administer the Services in accordance with DHCS service definitions and requirements, Mind OC and Payor policies and Payor agreements.
- CC. Good Standing. Subcontractor represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). Subcontractor agrees to furnish Mind OC with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status. Subcontractor shall notify Mind OC in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Subcontractor that contains a citation, sanction and/or disapproval of Subcontractor's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- DD. Debarment and Suspension Certification. Subcontractor certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

- Have not within a three-year period preceding this Agreement and SOW been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in this paragraph S.
- Have not within a three-year period preceding this Agreement and SOW had one or more public transactions (federal, state, or local) terminated for cause or default.
- Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

EE. Discontinuation of Services. If the Services under this SOW are discontinued for any reason by the County, Subcontractor shall support transition planning for the Beneficiary into other programs or services that meet their needs.

## 2. STAFFING

- A. Subcontractor shall include bilingual/bicultural services to meet the needs of threshold languages as determined by Mind OC. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless minimum qualifications are not met. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing and in advance, by Mind OC.
- B. Subcontractor shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. Subcontractor shall maintain documents of such efforts which may include, but not be limited to: records of participation in applicable training; recruitment and hiring policies and procedures; copies of

literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

- C. Subcontractor shall use an interpreter service when a caller speaks a language not spoken by staff, as well as the California Relay Service for hearing impaired members.
- D. Subcontractor shall ensure that all staff are trained and have a clear understanding of all policies and procedures. Subcontractor shall provide signature confirmation of the policies and procedures training for each staff member and place in their personnel files.
- E. Subcontractor shall ensure that all new clinical and supervisory staff complete the County's New Provider Training.
- F. Subcontractor shall ensure that all staff complete the County's Annual Provider and Annual Compliance Training.
- G. Subcontractor shall ensure that all staff are trained and have a clear understanding of all Personnel Requirements as stated in CCR tit. 22 § 81065 and that continuing education is provided. Subcontractor shall document the number of hours of continuing education completed each year by direct care staff. The continuing education may include such topics as the following:
  - Basic knowledge of mental disorders;
  - Counseling skills, including individual, group, vocational and job counseling skills
  - Crisis management;
  - Developing and updating of needs and services plan;
  - Discharge planning;
  - Medications, including possible side effects and signs of overmedicating;
  - Knowledge of community services and resources; and
  - Principles of good nutrition, proper food preparation and storage, and menu planning.
- H. Mind OC shall provide, or cause to be provided, training and ongoing consultation to Subcontractor's staff to assist Subcontractor in ensuring compliance with Mind OC and/or Payor Standards of Care practices, policies and procedures, documentation standards and any state regulatory requirements.
- I. Subcontractor shall have a supervisory and administrative structure that will ensure high quality, cost effective service provision including initial and on-going staff training.
- J. Subcontractor shall notify Mind OC, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement.
- K. Subcontractor may augment the above paid staff with volunteers or interns upon written approval of Mind OC. Subcontractor shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. Supervision will be in accordance to that set by the Board of Behavioral Sciences ("BBS"). Subcontractor shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Student intern services shall not comprise more than twenty percent (20%) of total services provided.
- L. Subcontractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which will include, but not be limited to, an application

for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

M. Tokens. Mind OC shall provide Subcontractor the necessary number of Tokens for appropriate individual staff to access Mind OC designated reporting systems at no cost to Subcontractor. Subcontractor recognizes Tokens are assigned to a specific individual staff member with a unique password. Token passwords shall not be shared with anyone. Subcontractor will adhere to the following guidelines for Tokens:

- Ensure information obtained by the use of a Token is used for the sole purpose of this Agreement and not share with any other lines of business without the express or written consent of the Beneficiary.
- Maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.
- Indicate in the monthly staffing report the serial number of the Token for each staff member assigned a Token
- Reimburse Mind OC for Tokens lost, stolen, or damaged through acts of negligence.
- Request and return Tokens pursuant to County Standard Operating Procedure (“SOP”) for Processing Token Requests for Administrative Services Organizations (“ASO”).
- Return to Mind OC all Tokens under the following conditions:
  - 1) Token of each staff member who no longer supports this Agreement;
  - 2) Token of each staff member who no longer requires access to IRIS;
  - 3) Token of each staff member who leaves employment of Subcontractor;
  - 4) Token is malfunctioning; or
  - 5) Termination of Agreement or this SOW.

**Statement of Work #2**  
**Adult Clinically Managed Withdrawal Management Services**

**1. SCOPE OF WORK - SUBCONTRACTOR RESPONSIBILITIES**

- A. Facility. Subcontractor shall maintain a facility(ies) for the provision of Adult Clinically Managed Withdrawal Management Services described herein at the following location(s), or any other location approved, in advance, in writing, by Mind OC. The facility(ies) shall include space to support the services identified within this SOW.
- B. Capacity. Subcontractor's facility shall have a capacity of twelve (15) beds and include adequate physical space to support the Services identified within this SOW.
- C. Operating Hours. The facility shall be open for regular admission between the hours of 8:00 a.m. and 5:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of these hours as requested. Services to Beneficiaries in this program will be provided on a twenty-four (24) hour, seven (7) day per week, three hundred sixty-five (365) day per year basis. Subcontractor's holiday schedule shall be consistent with County's holiday schedule unless other approved, in advance and in writing, by Mind OC.
- D. Beneficiaries Eligible for Services. In order to receive Services, the Beneficiary must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria.
- E. Length of Stay. Length of stay is based on medical necessity for withdrawal management in adherence with observation protocols established by the Medical Director.
- F. Intake. Subcontractor shall determine that a Beneficiary meets the medical necessity criteria before admitting into the program. Subcontractor shall perform an evaluation or



analysis of substance use disorders; determine whether there is a diagnosis of substance use disorders; and assess the treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

- G. Observation. Subcontractor shall observe Beneficiaries in accordance with the following:
- At least one staff member or volunteer shall be assigned to the observation of Beneficiaries at all times and be certified in cardiopulmonary resuscitation, first aid, and Naloxone administration. In facilities with sixteen (16) or more Beneficiaries, two (2) staff or volunteers shall be present at all times.
  - Staff or volunteer shall physically check each Beneficiary for breathing by a face-to-face physical observation at least every thirty (30) minutes and vital signs every six (6) hours at a minimum during the first seventy-two (72) hours following admission. The close observation and physical checks shall continue beyond the initial seventy-two (72) hour period for as long as the withdrawal signs and symptoms warrant. After twenty-four (24) hours, close observations and physical checks may be discontinued or reduced based upon a determination by a staff member trained in providing Withdrawal Management Services. Documentation of the information that supports a decrease in close observation and physical checks shall be recorded in the client's file.
  - Documentation of observations and physical checks shall be recorded in a systematic manner in the Beneficiary file including information supporting a decrease in observation and physical checks and signature of staff.
  - Only program staff that have been trained in the provisions of Withdrawal Management Services may conduct observations and physical checks of clients receiving Withdrawal Management Services. Training shall include information on detoxification medications, and signs and symptoms that require referral to a higher level of care. Training shall also include first aid cardiopulmonary resuscitation, and Naloxone administration. Copies of detoxification training records shall be kept in personnel files.
- H. Referrals and Outreach. Subcontractor shall accept and act upon Beneficiary referrals from Mind OC. Subcontractor shall conduct outreach to the referred Beneficiary for authorized services as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable. Subcontractor shall be responsive to incoming calls or other outreach from Beneficiaries, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week.
- I. Therapeutic Services. Subcontractor shall provide the following therapeutic services:
- Provide individual counseling, which shall consist of contacts between a Beneficiary and a therapist or counselor.
  - Provide group counseling, which shall consist of face-to-face contacts in which one or more therapists or counselors treat two or more Beneficiaries at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.

- Provide family therapy where family members can provide social support to the Beneficiary, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery.
- Provide research based education on addiction, treatment, recovery and associated health risks.
- Provide Collateral Services that include sessions with therapists or counselors and significant persons in the life of the Beneficiary, focused on the treatment needs of the Beneficiaries in terms of supporting the achievement of the Beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional relationship, with the Beneficiary.
- Provide Crisis Intervention Services that include contact between a therapist or counselor and a Beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the Beneficiary an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the Beneficiary's emergency situation.
- Subcontractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process and in adherence to documentation standards set forth in the Authority and Quality Improvement Services ("AQIS") documentation manual. The treatment plan will be consistent with qualifying diagnosis and will be signed by the Beneficiary and the LPHA.
- Residential Treatment Services shall consist of a minimum of twenty (20) hours of structured activity per week.

J. Medication Storage. Subcontractor shall store all Beneficiary medication and facility staff members will oversee Beneficiary's self-administration of medication.

K. Evidence Based Treatment Practices. Subcontractor shall implement at least two of the following Evidence Based Treatment Practices ("EBPs"). The EBPs are per Subcontractor per service modality. The required EBPs include:

- Motivational Interviewing: A Beneficiary-centered, empathetic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on Beneficiary' past successes.
- Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
- Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
- Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
- Psycho-Education: Psycho-educational groups are designed to educate Beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to Beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist Beneficiaries in

recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

L. Case Management/Care Coordination. Subcontractor shall provide case management/care coordination services as follows:

- Case Management or Care Coordination Services may be provided by a LPHA or registered/certified counselor and must be provided based on the frequency documented in the individualized treatment plan. Case Management shall provide advocacy and care coordination to physical health, mental health, and transportation, housing, vocational, educational, and transition services for reintegration into the community. Subcontractor shall provide Case Management Services for the Beneficiaries during treatment, transition to other levels of care and follow ups, to encourage the Beneficiary to engage and participate in an appropriate level of care or Recovery Services after discharge. Case Management becomes the responsibility of the next treating provider after successful transition to a different level of care. Subcontractor shall ensure that Case Management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed. Case Management services may be provided face-to-face, by telephone, or by telehealth with the Beneficiary and may be provided anywhere in the community.
- Programs must screen for mental health issues and provide or refer for needed services. Subcontractor shall notify Beneficiary's medical home provider of Beneficiary's admission to treatment within seven (7) calendar days of admission and request medical records/physical exam. If Beneficiary does not have a medical home, identifying one shall be on the treatment plan. Beneficiaries who are co-occurring with severe and persistent mental illness shall receive mental health services and support through Orange County Health Care Agency PACT program.

M. Medication Assisted Treatment ("MAT"). MAT services may be provided onsite with approval for Incidental Medical Services from DHCS. Medically necessary MAT services must be provided in accordance with an individualized treatment plan determined by a licensed LPHA working within their scope of practice. MAT services must be provided in compliance with Policy and Procedures submitted to DHCS for IMS designation. Subcontractor must ensure ability to continue MAT after discharge through linkage to an appropriate prescriber. MAT shall include the assessment, treatment planning, ordering, prescribing, administering, and monitoring of all medications for SUDs. Subcontractor must provide administration of buprenorphine, naltrexone (oral and injectable), acamprosate, disulfiram, and naloxone. Other approved medications in the treatment of SUDs may also be prescribed and administered, as medically necessary. Subcontractor must provide care coordination with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may simultaneously participate in MAT services and other ASAM LOCs.

N. Physician Consultation Services. Physician consultation services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug interactions, or level of care

considerations. Mind OC will provide one or more physicians or pharmacists to provide consultation services.

- O. Discharge Services. Subcontractor shall provide discharge services that include preparing the Beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. Subcontractor shall provide or arrange for transportation of Beneficiaries to aftercare destination. Subcontractor shall begin discharge planning immediately after enrollment. The exit plan shall be completed and signed by Subcontractor staff and Beneficiary, and shall be documented in Beneficiary's chart.
- P. Recovery Services. Beneficiaries may access Recovery Services after completing their course of treatment to prevent relapse. Recovery Services shall not be offered for Beneficiaries in the Withdrawal Management level of care. Subcontractor may provide Recovery Services face-to-face, by telephone, or by telehealth with the Beneficiary and may be provided anywhere in the community. Recovery Services shall be made available to DMC-ODS Beneficiaries when a Medical Director or LPHA has determined that Recovery Services are medically necessary in accordance with their individualized treatment plan. The components of Recovery Services are:
- Outpatient counseling services in the form of individual or group counseling to stabilize the Beneficiary and then reassess if the Beneficiary needs further care;
  - Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
  - Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
  - Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
  - Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
  - Support Groups: Linkages to self-help and support, spiritual and faith-based support;
  - Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Q. Food and Other Services. Subcontractor shall provide a clean, safe environment, toiletries, clean linen, and food service. Subcontractor shall provide laundry access and housekeeping, which may be done by Beneficiaries.
- R. Health, Medical, Psychiatric, and Emergency Services. Subcontractor shall ensure that all persons admitted for Residential Treatment Services have a health questionnaire completed using form DHCS 5103, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.
- The health questionnaire is a Beneficiary's self-assessment of his/her current health status and shall be completed by Beneficiary. Subcontractor shall review and approve the health questionnaire form prior to Beneficiary's admission to the program. The completed health questionnaire shall be signed and dated by Subcontractor and Beneficiary prior to admission, and a copy of the questionnaire shall be filed in the Beneficiary's record.

- Subcontractor shall, based on the information provided by Beneficiary on the health questionnaire form, refer Beneficiary to licensed medical professionals for physical and laboratory examinations as appropriate.
  - 1) Subcontractor shall obtain a copy of Beneficiary's medical clearance or release prior to Beneficiary's admission to the program when applicable.
  - 2) A copy of the referral and clearance shall be filed in the Beneficiary's file.
  - 3) Subcontractor shall provide directly or by referral: HIV education, voluntary HIV antibody testing and risk assessment and disclosure counseling.
  - 4) The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency and non-emergency services.
  - 5) The programs shall post the name, address, and telephone number for the fire department, a crisis program, local law enforcement, and ambulance service.
  - 6) Subcontractor shall provide TB services to the Beneficiaries by referral to the County or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following: counseling with respect to TB; testing to determine whether the individual has been infected and to determine the appropriate form of treatment; provision for, or referral of, infected Beneficiaries for medical evaluation, treatment, and clearance. Subcontractor shall ensure that a TB-infected Beneficiary is medically cleared prior to commencing treatment.

S. Transportation Services. County shall only pay for medical ambulance or medical van transportation to and from designated residential substance use disorder treatment programs or health facilities through the County's Medical Transportation Contract under the following conditions:

- Ambulance transportation shall be used for services requiring immediate attention for a Beneficiary due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.
- When any Beneficiary needs non-emergency transportation, and Subcontractor cannot transport Client due to unforeseen circumstances including, but not limited to, staffing constraints, Subcontractor vehicle access within a timely manner or Beneficiary's physical condition and/or limitations.
- Subcontractor shall utilize the County's Ambulance Monthly Rotation Call Log to request transportation services from Ambulance Providers designated for transportation within the city of the Subcontractor's facility for each said month as identified on the log.
- Subcontractor shall use its best efforts to contact Ambulance Providers identified on the Monthly Rotation Call Log as those providers who offer van transportation services if and when an ambulance is not required.
- Subcontractor shall be held liable and may be billed by the Ambulance Provider for services requested by Subcontractor that are deemed inappropriate for use and not a covered service under this section by the County.
- Subcontractor shall transport Beneficiary to locations that are considered necessary and/or important to the Beneficiary's recovery plan including, but not

limited to, Social Security Administration offices for Supplemental Security Income benefits and for non-emergency medical or mental health services, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Beneficiary.

- T. Written Policies. Subcontractor shall maintain all requested and required written policies, and provide to Mind OC for review, input, and approval prior to staff training on said policies. All policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include, but not be limited to, the following:

- Admission Criteria and Admission Procedure;
- Assessments and Individual Service Plans;
- Individual and Group Counseling Sessions;
- Crisis Intervention/Evaluation for Involuntary Holds;
- Handling of Non-Compliant Clients/Unplanned Discharges;
- Medication Management and Medication Monitoring;
- Recovery Program/Rehabilitation Program;
- Community Integration/Case Management/Discharge Planning;
- Documentation Standards;
- Quality Management/Performance Outcomes;
- Patient Rights;
- Personnel/In service Training;
- Unusual Occurrence Reporting;
- Code of Conduct/Compliance;
- Mandated Reporting; and
- Good Neighbor Policy.

- U. Training and Staff Development. Subcontractor shall provide initial and on-going training and staff development that includes, but is not limited to, the following:

- Orientation to the programs' goals, and policies and procedures;
- Orientation to Be Well Culture and System of Care
- Training on subjects as required by State regulations;
- Orientation to the services;
- Recovery philosophy, trauma informed care and individual empowerment;
- Crisis intervention and de-escalation;
- Substance use disorder and dependence;
- Motivational interviewing; and
- Documentation training.

- V. Notification of Public Events and Meetings. Subcontractor shall notify Mind OC of any public event or meeting funded in whole or in part by Mind OC, except for those events or meetings that are intended solely to serve Beneficiaries or occur in the normal course of business. Subcontractor shall notify Mind OC at least thirty (30) business days in advance of any applicable public event or meeting. Any promotional materials or event related flyers must be approved by Mind OC prior to distribution.

- W. Patient Rights. Subcontractor shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County Health Care Agency ("HCA")

Mental Health Plan Grievance and Appeals Poster in locations readily accessible to Beneficiaries and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Beneficiaries to take without having to request it on the unit. In addition to those Mind OC and/or Payor policies, Subcontractor shall have an internal grievance process approved by Mind OC, to which the Beneficiary shall have access. Subcontractor's grievance processes shall incorporate Mind OC and Payor policies. The Beneficiary has the right to utilize either or both grievance process(es) simultaneously in order to resolve their dissatisfaction. In the event that a Beneficiary registers a statutory rights violation in accordance with Title IX of the Education Amendments of 1972, or a denial or abuse complaint with the County Patient's Rights Office, the Patients' Rights Office shall investigate the complaint and Title IX grievance procedures shall apply. The Parties agree that Beneficiaries have recourse to initiate an expression of dissatisfaction to Subcontractor, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX complaint. The patients' Advocate shall advise and assist the Beneficiary, investigate the cause of the grievance, and attempt to resolve the matter. No provision of this Agreement shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to WIC § 5500.

- X. No Proselytizing. Subcontractor shall not conduct any proselytizing activities, regardless of funding sources, with respect to any Beneficiaries who have been referred to Subcontractor by Mind OC under the terms of this Agreement. Further, Subcontractor agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.
- Y. Research and Publication. Subcontractor shall not utilize information and/or data received from Mind OC, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication. In addition, Subcontractor shall not engage in, or permit any of its employees or downstream subcontractors to conduct research activity on Beneficiaries without obtaining prior written authorization from Mind OC.
- Z. County Cultural Competency Plan. Subcontractor shall comply with the provisions of the County's Cultural Competency Plan submitted and approved by the state.
- AA. Warm Hand-off Requirement. Subcontractor shall comply with all warm hand-off requirements as set forth in the Mind OC Provider Manual or as otherwise communicated to Subcontractor in writing by Mind OC in connection with Beneficiaries receiving services in a facility.
- BB. Quality of Services and Personnel. Throughout the term of this Agreement, and subject to the conditions of the Agreement, Subcontractor shall maintain the quantity and quality of its services and personnel in accordance with the following:
  - Subcontractor represents and warrants that it has, and shall maintain during the term of this Agreement, valid and active licenses applicable to the Services and for the State in which the Services are rendered.
  - Subcontractor represents and warrants that it has, and shall maintain during the term of this Agreement, applicable Medi-Cal and Medicare provider and/or supplier numbers.

- All Services provided or arranged for under this Agreement and this SOW shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Agreement; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of Mind OC's utilization management and quality improvement programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Agreement.
- Subcontractor shall have the required experience and/or training in the provision of the Services to be provided under this SOW.
- Subcontractor shall have the capacity to facilitate the Services in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by Mind OC and Payors.
- Subcontractor shall maintain staffing that allows for timely, high-quality service delivery.
- Subcontractor shall coordinate with other providers in the Beneficiary's care team.
- For Medi-Cal Beneficiaries, Subcontractor shall administer the Services in accordance with DHCS service definitions and requirements, Mind OC and Payor policies and Payor agreements.

CC. Good Standing. Subcontractor represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). Subcontractor agrees to furnish Mind OC with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status. Subcontractor shall notify Mind OC in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Subcontractor that contains a citation, sanction and/or disapproval of Subcontractor's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.

DD. Debarment and Suspension Certification. Subcontractor certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- Have not within a three-year period preceding this Agreement and SOW been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in this paragraph S.
- Have not within a three-year period preceding this Agreement and SOW had one or more public transactions (federal, state, or local) terminated for cause or default.



- Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

EE. Discontinuation of Services. If the Services under this SOW are discontinued for any reason by the County, Subcontractor shall support transition planning for the Beneficiary into other programs or services that meet their needs.

### 3. STAFFING

- A. Subcontractor shall include bilingual/bicultural services to meet the needs of threshold languages as determined by Mind OC. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless minimum qualifications are not met. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing and in advance, by Mind OC.
- B. Subcontractor shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. Subcontractor shall maintain documents of such efforts which may include, but not be limited to: records of participation in applicable training; recruitment and hiring policies and procedures; copies of

literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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  - Basic knowledge of mental disorders;
  - Counseling skills, including individual, group, vocational and job counseling skills
  - Crisis management;
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  - Knowledge of community services and resources; and
  - Principles of good nutrition, proper food preparation and storage, and menu planning.
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- K. Subcontractor may augment the above paid staff with volunteers or interns upon written approval of Mind OC. Subcontractor shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. Supervision will be in accordance to that set by the Board of Behavioral Sciences ("BBS"). Subcontractor shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Student intern services shall not comprise more than twenty percent (20%) of total services provided.
- L. Subcontractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which will include, but not be limited to, an application

for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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- Ensure information obtained by the use of a Token is used for the sole purpose of this Agreement and not share with any other lines of business without the express or written consent of the Beneficiary.
- Maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.
- Indicate in the monthly staffing report the serial number of the Token for each staff member assigned a Token
- Reimburse Mind OC for Tokens lost, stolen, or damaged through acts of negligence.
- Request and return Tokens pursuant to County Standard Operating Procedure (“SOP”) for Processing Token Requests for Administrative Services Organizations (“ASO”).
- Return to Mind OC all Tokens under the following conditions:
  - 1) Token of each staff member who no longer supports this Agreement;
  - 2) Token of each staff member who no longer requires access to IRIS;
  - 3) Token of each staff member who leaves employment of Subcontractor;
  - 4) Token is malfunctioning; or
  - 5) Termination of Agreement or this SOW.