

## **EXHIBIT I**

### **Substance Use Disorder Service Programs**

#### **1. Services**

Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner, and in accordance with applicable federal and state statutes and regulations, including, but not limited to, sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards, Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 22, CCR, Section 51341.1; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; 42 CFR Part 438 Managed Care, Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000; the Hatch Act (Title 5 USC, Sections 1501-1508, Part III, Subpart F, Chapter 73, Subchapter III) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds; and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Marin County Department of Health and Human Services to serve special populations and groups, as applicable; County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The County shall maintain copies of above-mentioned statutes, regulations, and guidelines for Contractor's use. Copies of Substance Use Disorder Service Programs Policies and Procedures can be found on the Marin County Behavioral Health and Recovery Services (BHRS) website at: [www.MarinHHS.org/BHRS](http://www.MarinHHS.org/BHRS). Contractor shall adhere to the applicable provisions of the State-County Substance Abuse Prevention and Treatment Block Grant (SABG) Contract and Drug/Medi-Cal Organized Delivery System (DMC-ODS) Intergovernmental Agreement (IA) referenced below in their entirety. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments, the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

1.1 Counselor Certification: Any registered or certified counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8. [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A]

1.2 Re-Certification Events: Contractor shall notify DHCS and the County Alcohol and Drug Administrator 60 days prior to the desired effective date of the reduction of Medi-Cal covered services or relocation, , in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [DMC-ODS IA, Exhibit A; BHRS-73]

1.3 Cultural and Linguistic Proficiency: To ensure access to quality care by diverse populations, each service provider receiving funds from the State-County Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>. The Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A, BHRS-57; 42 CFR 438.206(c)(2)]

1.4 Information Access for Individuals with Limited English Proficiency: Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services. Contractor shall also comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services

available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services. [SABG Contract, Enclosure 2]

1.5 Perinatal Practice Guidelines: Perinatal programs shall comply with the Perinatal Practice Guidelines until such time new Perinatal Practice Guidelines are established and adopted. All Contractors that serve women and who receive SABG funds shall provide preference to pregnant women and shall publicize the availability of such services and that preference is given to such women. [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A; BHRS-66]

1.6 Tuberculosis (TB) Treatment: Contractors receiving SABG funding for substance use treatment shall ensure the following related to TB: routinely make available TB services to each individual receiving treatment for AOD use and/or abuse; reduce barriers to patients' accepting TB treatment; and develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance. [SABG Contract, Enclosure 2]

1.7 Intravenous Drug Use (IVDU) Treatment: Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).[SABG Contract, Enclosure 2]

1.8 Charitable Choice Requirements: Contractors shall not use funds provided through this contract for inherently religious activities, such as sectarian worship, religious instruction, or proselytization. No federal funds shall be used by Contractors to provide direct, immediate or substantial support to any religious activity. Contractors that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the Contractor's program and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the Contractor's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30 for referrals made during the fiscal year. Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54 pertaining to nondiscrimination and institutional safeguards for religious providers. [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A; BHRS-03]

1.9 Trafficking Victims Protection Act of 2000: Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)). The County is authorized to terminate the contract, without penalty, if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A; BHRS-71]

1.10 Tribal Communities and Organizations: Contractor County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County. [SABG Contract, Enclosure 2]

1.11 Access to Drug/Medi-Cal Services: When a request for non-urgent covered services is made by a beneficiary, services shall be initiated within three business days for Opioid Treatment Programs and within 10 business days for other substance use services of the Contractor's receipt of the request. When a request for urgent covered services is made by a beneficiary, services shall be initiated within 48 hours of the Contractor's receipt of the request. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. Contractor shall also have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries [DMC-ODS IA, Exhibit A; BHRS-73; BHRS-46]

1.12 Contractors that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements and Drug/Medi-Cal Organized Delivery System Special Terms and Conditions (DMC-ODS STCs), including, but not limited to the following [DMC-ODS IA, Exhibit A]:

1.12.1 Culturally Competent Services: Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Contractor shall make oral interpretation services in all non-English languages, including use of auxiliary aids such as TTY/TDA and American Sign Language, available at no cost to the beneficiary. Contractor shall submit language line utilization data using the template provided by BHRS detailing monthly use of interpretation services for beneficiaries' face-to-face encounters and telephonic service encounter. Contractor shall make written translation available in prevalent languages. [DMC-ODS IA, Exhibit A; 42 CFR 438]

1.12.2 Medication Assisted Treatment: Contractors will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose. Beneficiaries shall not be denied access to services based on their use of or need for prescribed Medication Assisted Treatment for substance use disorders.

1.12.3 Evidence-Based Practices (EBPs): Contractors will implement and assess fidelity to at least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.

1.12.4 Beneficiary Informational Materials: Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informational materials in English and Spanish, and in alternative formats as requested. Contractor shall request materials from the County, as needed. [BHRS-35]

1.12.5 Notice of Adverse Benefit Determination (NOABD): Contractor shall immediately notify BHRS of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within three business days of the request for Opioid Treatment Programs or 10 business days of the request for all other substance use services; or determining that a beneficiary does not meet medical necessity for any substance use disorder treatment services. [BHRS-33]

1.12.6 Verifying Medi-Cal Eligibility: Contractor shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual. [DMC-ODS IA, Exhibit A; BHRS-73]

1.12.7 American Society of Addiction Medicine (ASAM) Criteria: Contractor shall be trained in the ASAM Criteria prior to providing services. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". [DMC-ODS IA, Exhibit A]

1.12.8 Practice Guidelines: Contractor shall comply with and disseminate the Practice Guidelines to all affected staff and, upon request, to beneficiaries and potential beneficiaries. Practice Guidelines are can be accessed at [www.MarinHHS.org/BHRS](http://www.MarinHHS.org/BHRS). [DMC-ODS IA, Exhibit A]

1.12.9 The parties agree that failure of the Contractor to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of this Contract for cause. In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan. [DMC-ODS IA, Exhibit A]

1.13 No Unlawful Use or Unlawful Use Messages Regarding Drugs: Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements. [DMC-ODS IA, Exhibit A; SABG Contract, Enclosure 2]

1.14 Restriction on Distribution of Sterile Needles: No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users. [SABG Contract, Enclosure 2]

1.15 Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812). [DMC-ODS IA, Exhibit A; SABG Contract, Enclosure 2]

1.16 Youth Treatment Guidelines: Contractor must comply with DHCS guidelines in developing and implementing youth treatment programs funded under SABG Enclosure 2, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at: <https://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx> [DMC-ODS IA, Exhibit A; SABG Contract, Enclosure 2]

1.17 Byrd Anti-Lobbying Amendment (31 USC 1352): Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to County and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

1.18 Contractors receiving SABG funding are required to comply with the requirements of SABG Contract, Enclosure 2, which can be accessed at [www.MarinHHS.org/BHRS](http://www.MarinHHS.org/BHRS).

## **2. Program Evaluation**

2.1 Formal evaluation of the program shall be made annually through a Provider Self-Audit and on-site visit. This evaluation shall result in a written report to the Contractor within fifteen (15) working days of the site visit. Any report that results from a site visit shall be submitted to the Contractor within fifteen (15) working days. Contractor shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.

2.2 Contractor shall meet the requirements of and participate in the management information system of BHRS, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the County Alcohol and Drug Administrator for program and research requirements.

2.3 Contractor shall notify the County Alcohol and Drug Administrator within two business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP).

Contractor shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the County Alcohol and Drug Administrator.

### **3. Audits and Record Retention**

3.1 Contractor and the County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2, Subparts A - E), the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. Contractor shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. Contractor shall ensure staff participate in information privacy and security training at least annually, and prior to accessing protected health information (hereinafter PHI) or personal information (hereinafter PI), sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be renewed annually and shall be retained for a period of six (6) years following termination of this contract. [DMC-ODS IA, Exhibit F; SABG Contract]

3.2 Where contracts exceed \$10,000 of state funding – the Contractor shall be subject to examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

3.3 For SABG funded services, Contractor agrees to maintain and preserve, until three years after termination of the SABG State-County Contract and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this contract and to allow interviews of any employees who might reasonably have information related to such records.

3.4 Contractor shall allow the County, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time, and to allow interviews of any employee who might reasonably have information related to such records. Contractor shall allow such Inspection, evaluation and audit of Contractor's documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit of investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including exhaustion of all legal remedies, whichever is later. [42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii)]

3.5 Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect. The County shall execute the Confidentiality Agreement. The Confidentiality Agreement permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

3.6 Contractor, if applicable, shall maintain medical records and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations, W & I Code, Section 14214.1 and 42 CFR 433.32.

3.7 Contractor shall retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR 438.416 and the data, information and documentation specified in 42 CFR 438.604, 438.606, 438.608 and 438.610 for a period of no less than 10 years. [DMC-ODS IA, Exhibit A]

3.8 Contractor is responsible for the repayment of all audit exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under the Agreement. All overpayments shall be returned to the County within 60 calendar days after the date on which the overpayment was identified, or the date any corresponding cost report is due, if applicable. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State via the County. [DMC-ODS IA, Exhibit B; SABG Contract, Enclosures 3, 5]

3.9 Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

3.10 If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with privacy and information security requirements pertaining to technical security controls, audit controls and business continuity/disaster recovery controls outlined in the DMC-ODS IA and SABG Contract. If Contractor does not use electronic medical records, the Contractor agrees to adhere to paper document controls outlined in the DMC-ODS IA, Exhibit F, SABG Contract and BHRS Policy and Procedure BHRS-SUS-06.

3.11 If Contractor uses electronic medical records, the Contractor agrees to submit staff updates, including changes in roles or new or separated staff, to the Marin WITS Administrator within the timeframes outlined in the BHRS Policy and Procedure BHRS-SUS-08. The notification shall include submission of the Marin WITS Electronic Signature Agreement and Marin WITS User Request/Change Form, as applicable. If a user suspects that their electronic signature may be comprised, Contractor shall notify the Marin WITS Administrator within the timeframes outlined in the BHRS Policy and Procedure BHRS-SUS-08.

3.12 Contractors funded with SABG dollars for primary prevention services are required to adhere to the Primary Prevention Substance Use Disorder Data Service quality standards as outlined in the SABG Contract, Enclosure 2.

#### **4. Unusual Occurrence and Incident Reporting**

4.1 Contractor shall report unusual occurrences to the County of Marin Substance Use Services' Program Manager or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

4.2 Unusual occurrences are to be reported to the County within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

4.2.1 Complete written description of event including outcome;

4.2.2 Written report of Contractor's investigation and conclusions;

4.2.3 List of persons directly involved and/or with direct knowledge of the event.

4.3 The County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

4.4 Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. Contractor shall notify the County

Alcohol and Drug Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

## **5. Applicable Fee(s)**

5.1 Contractor shall charge participant fees. No one shall be denied services based solely on ability or inability to pay.

5.2 Contractor shall perform eligibility and financial determinations in accordance with a fee schedule approved by the County Alcohol and Drug Administrator for this purpose. Individual income, expenses, and number of dependents shall be considered in formulating the fee schedule and in its utilization.

5.3 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

5.4 Contractor shall conduct community-centered fundraising activities, as appropriate.

## **6. Non-Discrimination**

6.1 Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person.

6.2 Contractor shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

6.3 The contractor and/or any permitted sub-contractor shall not discriminate in the provision of services because of race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, age, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 CFR, Part 438.3(d)(3) and (4) and state law. For the purpose of this contract, distinctions on the grounds of race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, age, health status or need for health care services, or mental or physical disability include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving a service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services.

6.4 The Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, health status or need for health care services, age or mental or physical disability.

6.5 Contractor shall not unlawfully discriminate against any person pursuant to the following Federal Law Requirements: Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing; Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age; Age Discrimination in Employment Act (29 CFR Part 1625); Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment; Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities; Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access; Section

504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities; Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance; Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency; The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; and Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E); Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable; and The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism. [SABG Contract, Enclosure 2; DMC-ODS IA, Exhibit A]

6.6 Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

6.7 Contractor shall develop and implement policies and procedures that ensure non-discrimination in access to or the provision of services because of the prescribed use of or need for Medication Assisted Treatment for substance use disorders.

## **7. Required Program Submissions**

7.1 Contractor agrees to maintain, and provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

7.4 Upon Contractor's completion of services under this Agreement to County's satisfaction, payment to Contractor shall be made monthly in accordance with the procedures set forth in Exhibit B. All billings and reports shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. It is understood and agreed that County may withhold payment until receipt of billings and reports in the prescribed detail and format. Billings and reports shall be made and forwarded to County of Marin Health & Human Services Division of BHRS promptly at the end of each calendar month; no later than the 10<sup>th</sup> day of the month following the month in which the services, for which billing is made, were rendered. Payments received after that date may result in a delay in payment until the next monthly billing cycle. The payment for the month of September may be withheld pending receipt of the preceding year's Cost Report on continuing services contracts.

7.5 Contractor shall provide County with an annual Cost Report no later than sixty (60) days after the termination of this agreement. In addition to the annual Cost Report, Contractor shall furnish County, within one hundred and eighty (180) days of close of contractor fiscal year, a certified copy of an Audit Report from an independent CPA firm. This Audit Report shall cover Contractor's fiscal year which most nearly coincides with County's fiscal year. Contractors receiving federal funds shall comply with Office of Management and Budget (OMB) Circular Number A-133, Uniform administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations. Cost Report settlements shall be made when a proper Cost Report has been submitted to the County. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due to the County.

7.6 Contractor will have written contractual agreements in place with all approved subcontractors that defines the services to be provided by the subcontractors and is consistent with and fully reflects the services and conditions described in this contract. Such MOUs will be made available to County within a reasonable time upon request.



7.7 Contractor will report all data and outcomes, such as CalOMS and DATAR, as required by state or county and as required by the State-County Contract.

## **8. Contractor's Compliance with Privacy and Security Provisions of State Contract**

8.1 The County receives funding from DHCS pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of PI and/or PHI and requires that County contractually obligate any of its sub-contractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PI and/or PHI. This include ensuring that all workstations, laptops and removable media devices that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 256bit or higher. A hard copy of the State-County Contract will be provided to the Contractor upon request, and an electronic copy can be found on the BHRS website at [www.MarinHHS.org/BHRS](http://www.MarinHHS.org/BHRS).

8.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of personally identifiable information (hereinafter PII) and/or PHI, Contractor shall, immediately upon discovery of a suspected or actual breach of privacy and/or security of PII and/or PHI by Contractor, notify the County of Marin, Health and Human Services Compliance Program of such breach by telephone and email or facsimile (contact details below). Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.

Marin County Health and Human Services (HHS) Compliance Program

**Phone:** 415-473-6948

**Email:** [HHSCompliance@marincounty.org](mailto:HHSCompliance@marincounty.org)

**Fax:** 415-532-2627

8.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

8.4 Contractor shall maintain personnel controls to protect PHI or PI, including, but not limited to ensuring all workforce members accessing or disclosing PHI or PI: complete information privacy and security training at least annually; sign a confidentiality statement prior to accessing PHI or PI and annually thereafter; and performing a background check and evaluating the results to assure that there is no indication of a risk to the security or integrity of confidential data. Records shall be retained pursuant to the SABG Contract and DMC-ODS IA.

8.5 All work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, County and Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E in the SABG Contract and Exhibit F in the DMC-ODS IA, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E in the SABG Contract and Exhibit F in the DMC-ODS IA for additional information. Hard copies of Exhibits E and F will be provided to the Contractor upon request and electronic copies can be found on the BHRS website at [www.MarinHHS.org/BHRS](http://www.MarinHHS.org/BHRS).

### **8.5.1 Trading Partner Requirements**

8.5.1.1 No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

8.5.1.2 No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

8.5.1.3 No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's

Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

8.5.1.4 No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915(d)).

8.5.2 Concurrence for Test Modifications to HHS Transaction Standards: County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

8.5.3 Adequate Testing: County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

8.5.4 Deficiencies: County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

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

8.6.6 Data Transmission Log: Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

## **9. Compliance with Anti-Kickback Statute**

Contractor shall comply with the provisions of the "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

## **10. Davis-Bacon Act**

Contractor must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

## **11. Conditions for Federal Financial Participation**

11.1 Contractor shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

11.2 Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

11.2.1 Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

- 11.2.2 Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or
- 11.2.3 Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
  - i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or ii. An entity that would provide those services through an excluded individual or entity.

## **12. Certification of Non-Exclusion or Suspension from Participation in Federal Health Care Program**

12.1 Federal and State Excluded, Suspension and Debarment List: The County and the Contractor shall comply with the provisions of Title 42 § 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs from having a relationship with the County or Contractor. County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

12.2 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.

12.3 Contractor shall certify, prior to the execution of the contract, that the Contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

- 12.3.1 [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
- 12.3.2 [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
- 12.3.3 [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) – Suspended & Ineligible Provider List

12.4 Contractor shall certify, prior to the execution of the contract that the Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or sub-contractors, and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

- 12.4.1 <https://www.ssdmf.com/> - Social Security Death Master File

12.5 Contractor is required to notify County immediately if they become aware of any information that may indicate their (including employees and subcontractors) potential placement on an exclusions list.

12.6 If a Contractor finds a provider that is excluded, it must promptly notify the DMC-ODS as per 42CFR §438.608(a)(2), (4). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, an any such inappropriate payments or overpayments may be subject to recovery.

12.7 Contractor and its subcontractors shall not knowingly have a relationship with: a) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (a)(1) of this section; or c) An individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act. Relationships are defined as: 1) A director, officer, or partner of the Contractor; b) a subcontractor, as governed by 42 CFR 438.230; c) a person with beneficial ownership of five percent or more of the

Contractor's equity; or d) a network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement . [42 CFR 438.610]

12.8 DMC-ODS Contractors shall have a Medical Director who, prior to the delivery of services, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this contract, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

### **13. Credentialing and Re-Credentialing**

13.1 Contractor shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, DHCS or the US Department of Health & Human Services.

13.2 Contractors must follow the uniform process for credentialing and re-credentialing of network providers established by BHRS and pursuant to Title 42 CFR, Part 438.214. The contractor, at minimum, must verify and document specified items listed on the credentialing and re-credentialing procedure for all of its providers through a primary source and must verify and document all the specified items on the credentialing and re-credentialing procedure through a non-primary source.

13.3 Upon request, contracted agencies/individuals must demonstrate to BHRS that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.

13.4 Contractors must ensure that all of their network providers, delivering covered services, sign and date an attestation statement provided by BHRS in which each provider attests to the following:

13.4.1 Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

13.4.2 A history of loss of license or felony convictions;

13.4.3 A history of loss or limitation of privileges or disciplinary activity;

13.4.4 A lack of present illegal drug use; and

13.4.5 The application's accuracy and completeness

13.5 Contractor must file and keep track of attestation statements for all of their providers and must make those available to BHRS upon request at any time.

13.6 Contractors are required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per BHRS' uniform process for credentialing and re-credentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

13.7 Contractors must ensure that they follow BHRS' uniform process for credentialing and re-credentialing, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

### **14. Additional Program Integrity Requirements**

14.1 Contractor shall implement and maintain procedures designed to detect, prevent and report fraud, waste, and abuse of Federal or state health care funding (42 C.F.R §438.608 (a)(7). Contractor must report fraud and abuse information to the County pursuant to 42CFR §455.1(a)(1) which include:

- 14.1.1 Any potential fraud, waste, or abuse as per 42CFR §438.608(a), (a)(7),
- 14.1.2 All overpayments identified or recovered, specifying the overpayment due to potential fraud (42CFR §438.608(a), (a)(2),
- 14.1.3 Information about change in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary (42 CFR §438.608(a), (a)(3),
- 14.1.4 Information about a change in the provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor as per 42CFR §438.608(a), (a)(6).

14.2 The Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 14.2.1 Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 14.2.2 A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors.
- 14.2.3 A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 14.2.4 A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 14.2.5 Effective lines of communication between the Compliance Officer and the organization's employees.
- 14.2.6 Enforcement of standards through well-publicized disciplinary guidelines.
- 14.2.7 The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the contract as per 42 CFR §438.608(a), (a)(1).

14.3 Contractor shall report to the County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud, immediately upon discovery and no later than 5 calendar days when it has identified payments in excess. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified, or the date any corresponding cost report is due, if applicable. (42 CFR 438.608, MHSUDS IN 19-034, Public Law 111-148)

14.4 Contractor shall implement written policies for that provide detailed information about the False Claims Act ("Act") and other Federal and State Laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

14.5 County may suspend payments to Contractor if the State Department of Health Care Services or County determine that there is a credible allegation of fraud in accordance with C.F.R §455.23 (C.F.R §438.608 (a)(8))

## **15. Clean Air and Water**

15.1 This section is applicable only if the Contract exceeds \$100,000, or the Federal Contracting Officer, the State or County has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act (33 U.S.C. 1319[c]) and is listed by EPA, or the contract is not otherwise exempt.

Contractor agrees as follows:

- 15.1.1 To comply with all the requirements of § 114 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and § 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in § 114 and § 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract;
  - 15.1.2 No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing;
  - 15.1.3 To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed; and
  - 15.1.4 To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.
- 15.2 The terms used in this section have the following meanings:
- 15.2.1 The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).
  - 15.2.2 The terms "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
  - 15.2.3 The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under § 110(d) of the Clean Air Act [42 U.S.C. 7410 (a)] an approved implementation procedure or plan under § 111(c) [42 U.S.C. 7411 (c)] or § 111(d) [42 U.S.C. 7411(d)] or an approved implementation procedure under § 112(d) of the Air Act [42 U.S.C. 7412(d)].
  - 15.2.4 The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by § 402 of the Water Act (33 U.S.C. 1342).
  - 15.2.5 The term "compliance" in this section means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

- 15.2.6 The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.