A G R E E M E N T

THIS AGREEMENT is made and entered into this 3rd day of May, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Exhibit A, “Non-DMC Outpatient Services Vendor List,” attached hereto and by this reference incorporated herein, collectively herein after referred to as “CONTRACTOR”, and such additional CONTRACTOR as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to “party” or “parties” shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

W I T N E S S E T H:

WHEREAS, COUNTY is authorized through its Substance Abuse Block Grant (SABG) Application with the California Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for Substance Use Disorder (SUD) treatment services in Fresno County; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of alcohol and other drug treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code; and

WHEREAS, CONTRACTOR(S) are certified by the State to provide services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall provide all services and fulfill all responsibilities for the provision of adult outpatient SUD treatment services, as described in Exhibit B, Modality of Service Descriptions, attached hereto and incorporated by this reference, at State certified locations to eligible persons served of Fresno County, as identified in this Agreement, including all Exhibits incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall comply with requirements stated within the SABG

Application as listed in Exhibit C, SABG Specific Requirements, attached hereto and by this reference incorporated herein; and with all other provisions set forth in the SABG Application, made available by the Department of Behavioral Health (DBH)) at the following web address and by this reference incorporated herein: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers. CONTRACTOR is referred to therein as "Subcontractor" and COUNTY is referred to therein as "Contractor."

C. CONTRACTOR shall comply with the Fresno County Substance Use Disorder (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference incorporated herein, available at the DBH website at https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers. No formal amendment of this agreement is required for changes to the Provider Manual to apply.

D. CONTRACTOR shall align program, services, and practices with the vision and mission within Exhibit D, DBH Guiding Principles of Care Delivery, attached hereto and by this reference incorporated herein. Contractor may be required to utilize and integrate clinical tools such as Reaching Recovery at DBH's discretion. Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the County DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractors shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to the County's DBH.

E. CONTRACTORs must complete intake for all persons served (including persons served referred by Drug Court or Probation) within timeframes specified below from initial contact:

1) Outpatient services within ten (10) business days.

2) Contractors shall comply with reporting requirements of Court or Probation relating to a persons served status change and treatment progress if an appropriate Release of Information (ROI) is in place; and

3) Conduct persons served outpatient intake within ten (10) days from referral or initial contact.

F. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system compatible with COUNTY's current billing and electronic health record (EHR) system for the provision of submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall complete billing and EHR data entry as follows: initial contact, when applicable; admissions; California Outcomes Measurement System (CalOMS) reporting, American Society of Addiction Medicine (ASAM) level of care reporting; Wait List reporting, discharge; and no show/missed appointments and referrals.

G. CONTRACTOR's staff will be required to attend regularly occurring meetings such as Diversity, Equity and Inclusion Committee and All Provider Meetings and trainings on an as-needed basis, which includes but is not limited to, trainings related to SUD treatment, fiscal processes, cultural competency, compliance and reporting requirements. Refer to the Annual Provider Training Plan available on the provider webpage at: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers.

2. ADDITIONS/DELETIONS OF CONTRACTOR(S)

COUNTY's DBH Director, or his or her designee, reserves the right at any time during the term of this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A, "Non-DMC Outpatient Services Vendor List." It is understood any such additions will not affect compensation paid to the other CONTRACTOR(S), and therefore such additions may be made by COUNTY without notice to or approval from other CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR listed in Exhibit A, "Non-DMC Outpatient Services Vendor List," except that deletions shall be made by written mutual agreement between the COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Four (4), TERMINATION, of this Agreement.

3. TERM

The term of this Agreement shall be for a period of -three (3) years, commencing on July 1, 2022 through and including June 30, 2025. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days

prior to the first day of the next twelve (12) month extension period. The DBH Director, or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, wherein the determination of the COUNTY there is:

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to the COUNTY; or

4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

D. Voluntary Termination of Intergovernmental Agreement - The COUNTY may terminate its Agreement with DHCS at any time, for any reason, by giving sixty (60) days written notice to DHCS. In the event the Intergovernmental Agreement is terminated, COUNTY may terminate this

contractor agreement. CONTRACTOR shall be paid for services provided to person served up to the date of termination.

5. COMPENSATION

A. COMPENSATION - For claims submitted for services rendered under this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive the negotiated contractor-specific rates as approved by DHCS "Non-DMC Outpatient Reimbursement Rates," attached hereto as Exhibit E and by this reference incorporated herein, and updated annually, for each term of this Agreement, not to exceed the contractor-specific maximum compensation. The maximum compensation for the period of July 1, 2022 through June 30, 2023 shall not exceed Two Million Two Hundred Seventy-Two Thousand Four Hundred Seventy-Six and No/100 Dollars ($2,272,476.00). The maximum compensation for each twelve (12) month period from July 1, 2023 through June 30, 2027 shall not be in excess of Two Million Two Hundred Seventy-Two Thousand Four Hundred Seventy-Six and No/100 Dollars ($2,272,476.00). CONTRACTOR shall be reimbursed to the extent that funds are available.

The total maximum compensation to be paid by COUNTY to CONTRACTOR(S) through June 30, 2027 shall not exceed Eleven Million Three Hundred Sixty-Two Thousand Three Hundred Eighty and No/100 ($11,362,380.00).

The contract maximum amount as identified in this Agreement may be reduced based upon State, Federal, and local funding availability. In the event of such action, the COUNTY's DBH Director, or his or her designee shall notify the CONTRACTOR in writing of the reduction in the maximum amount within thirty (30) days.

In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days. In addition, if the State of California does not allocate funding for services described in the terms and conditions of this Agreement, COUNTY shall not be obligated to reimburse CONTRACTOR for services performed.

B. PAYMENTS – Regardless of the contract maximum, CONTRACTOR will be reimbursed only for costs up to the negotiated rates herein and stated on Exhibit E. Within forty-five (45) days of the year-end cost settlement reconciliation by COUNTY, CONTRACTOR shall make payment to COUNTY or COUNTY shall reimburse CONTRACTOR as appropriate.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1) Payments by COUNTY shall be in arrears, based on CONTRACTOR's monthly invoices submitted for services provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of CONTRACTOR's monthly invoices by COUNTY's DBH. If CONTRACTOR is not in compliance with periodic reporting requirements as described in Exhibit F, Provider Reporting Requirements, then payments may be held until compliance is achieved.

2) CONTRACTOR must accept, as payment in full, the amounts paid by COUNTY in accordance with Exhibit E, Non-DMC Outpatient Reimbursement Rates. CONTRACTOR may not demand any additional payments from clients and shall only request payments according to subsection H, FUNDING SOURCES, below. CONTRACTOR shall comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if CONTRACTOR is in compliance with federal regulations.

C. COMPLIANCE – If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR's and COUNTY's obligations under this section shall survive the termination of this Agreement with respect to services provided during the term of this Agreement without regard to the cause of termination of this Agreement.

D. QUALITY ASSURANCE – For services rendered herein, CONTRACTOR shall assure that an on-going quality assurance component is in place and is occurring. CONTRACTOR shall assure that clinical records for each participant are of such detail and length that a review of said record will verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates

that appropriate services were not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of service.

E. PUBLIC INFORMATION – CONTRACTOR shall disclose its funding source in all public information Communication products must follow DBH graphic standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types and channels and all materials on and offline that are created as part of DBH's efforts to provide information to the public. Communication products must include a funding acknowledgement determined by the level of funding provided by DBH as follows:

1) A Program of Fresno County Department of Behavioral Health (100% funded);

2) Funding provided by Fresno County Department of Behavioral Health (50% or more funded);

3) Funded, in part, by County of Fresno Department of Behavioral Health (less than 50% funded); and

4) A partnership, with funding by Fresno County department of Behavioral Health (any funding amount)

F. LOBBYING ACTIVITY – CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

G. POLITICAL ACTIVITY – CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

H. FUNDING SOURCES – It shall be the obligation of CONTRACTOR to determine and claim all revenue possible from private pay sources and third-party payers. CONTRACTOR shall not use any funds under this Agreement for services covered by Drug Medi-Cal or other health insurance for eligible persons served. CONTRACTOR shall claim all Drug Medi-Cal covered services for eligible persons served through the Drug Medi-Cal claiming process. CONTRACTOR(S) with a Youth

Treatment contract with the County must bill services for DMC-ineligible adolescents to the Youth Treatment contract. COUNTY will only reimburse CONTRACTOR for services rendered that are not covered by Drug Medi-Cal, other insurance or other revenue sources.

CONTRACTOR shall not use any funds under this Agreement to the extent that a participant is eligible for Medi-Cal, insurance or other revenue reimbursement for services rendered.

Any revenues generated by CONTRACTOR in excess of costs may be utilized to expand/enhance the services during COUNTY's fiscal years in which revenues are collected. Additional revenues will be considered separate and distinct from COUNTY's payment to CONTRACTOR. The manner and means of service expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director, or his or her designee. CONTRACTOR shall disclose all sources of revenue to COUNTY. Under no circumstances will COUNTY funded staff time be used for fund-raising purposes.

6. <u>INVOICING</u>

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at negotiated rates. CONTRACTOR shall enter billing information into the COUNTY's designated information system by the twentieth (20th) of every month for actual services rendered in the previous month. Billing shall be in accordance with the established rates in Exhibit E, Non-DMC Outpatient Reimbursement Rates, for the current fiscal year. If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or his or her designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after said ninety (90) day period said invoice(s) is still not corrected to COUNTY's DBH Director's, or his or her designee's, satisfaction, COUNTY's DBH, Director, or his or her designee may elect to terminate this Agreement, pursuant to the termination provisions state in Section Four (4), TERMINATION, of this Agreement. In addition, CONTRACTOR shall submit all invoices to COUNTY's DBH Director, or his or her designee, for services provided no later than thirty (30) days after the close of each twelve (12) month fiscal period or from the termination date of this Agreement. If invoices are not submitted within thirty (30) days after the close of each twelve (12) month

fiscal period or from the termination date of this Agreement, COUNTY's DBH Director, or his or her designee shall have the right to deny payment on such invoices.

A. In addition to billing, CONTRACTOR(s) shall submit on a monthly basis by the twenty-fifth (25th), an Operational Expense Report, per modality of service, along with a general ledger, payroll register and supporting documentation for any line items selected. For the purposes of verifying that costs are allowable and equitable, CONTRACTOR shall submit any additional documentation as deemed necessary by DBH.

B. CONTRACTORs that elect to use the COUNTY's electronic health records system (EHR) shall be invoiced in arrears by the fifth (5th) day of the month for the prior month's hosting fee for access to COUNTY's EHR in accordance with the fee schedule set forth in Exhibit G, "Electronic Health Records Software Charges," attached hereto and incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice CONTRACTOR(S) annually for the annual maintenance and licensing fee for access to COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit G. CONTRACTOR shall provide payment for these expenditures to COUNTY's Department of Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by COUNTY.

C. COUNTY's DBH shall invoice CONTRACTOR on an annual basis the amount of $75 per clinical position to access The Change Companies ASAM training modules which are required to be completed upon hire and prior to delivering clinical services then annually thereafter.

7. <u>LICENSING-CERTIFICATES</u>

Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all

applicable laws, rules or regulations, as may now exist or be hereafter changed.

8. PERINATAL SERVICES

CONTRACTOR shall comply with the requirements of the "Perinatal Practice Guidelines," available at the DHCS web address at: https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx and by this reference incorporated herein, until such time new Perinatal Practice Guidelines are updated and adopted. No formal amendment of this contract is required for new guidelines to apply. Additionally, CONTRACTOR shall comply with the perinatal requirements stated in Exhibit C, “SABG Specific Requirements” and the FC SUD Provider Manual. No formal amendment of this contract is required for new guidelines or amendments to Exhibit C or the FC SUD Provider Manual to apply.

CONTRACTOR shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program.

CONTRACTOR shall require that counselors of perinatal services are properly certified to provide these services and comply with the requirements contained in Title 22, § 51341.1, Services for Pregnant and Postpartum Women and Title 9 commencing with section 10360.

9. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR’s advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1), SERVICES, of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by the DBH Director, or his or her designee, and at a cost to be provided for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s). Communication products must follow DBH graphic standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types and channels and all materials on and offline that are created as part of DBH’s efforts to provide information to the public.

10. NO THIRD- PARTY BENEFICIARIES

It is understood and agreed by and between the parties that the services provided by CONTRACTOR for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this Agreement is intended to confer on any person other than the parties hereto any right under or by reason of this Agreement.

11. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

12. NON-ASSIGNMENT / SUBCONTRACTS

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

CONTRACTOR shall be required to assume full responsibility for all services and activities covered by this Agreement, whether or not CONTRACTOR is providing services directly. Further, CONTRACTOR shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Agreement.

If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of services covered by this Agreement, any such subcontract shall be in writing and approved as to form and content by COUNTY's DBH Director, or his or her, designee prior to execution and implementation. COUNTY's DBH Director, or his or her, designee shall have the right to reject any such proposed subcontract. Any such subcontract together with all activities by or caused by CONTRACTOR shall not require compensation greater than the total budget contained herein. An executed copy of any such subcontract shall be received by COUNTY before any implementation and shall be retained by COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper performance of any subcontract. Any subcontractor shall be subject to the same terms and conditions that CONTRACTOR is subject to under this Agreement.

It is expressly recognized that CONTRACTOR cannot engage in the practice of physical health medicine. If any medical services outside of the scope of the CONTRACTOR's medical director are provided in connection with the services under this Agreement, such medical services shall be performed by an independent contract physician. In this instance, the requirements of the Confidential Medical Information Act (Civil Code 56 et seq.) shall be met.

If CONTRACTOR hires an independent contract physician, CONTRACTOR shall require and ensure that such independent contract physician carries at least the following insurance coverages:

A. <u>Professional Liability</u>

Professional Liability (Medical Malpractice) Insurance, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate.

B. <u>Cyber Liability</u>

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Contractor's obligations under Section # of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

C. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

CONTRACTOR will also ensure that the independent contract physician shall maintain, at their sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

13. CONFLICT OF INTEREST

No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all

parties and persons served under this Agreement and any officer, agent, or employee of COUNTY.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit H and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

15. ASSURANCES

In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it has not been convicted of a criminal offense related to the provision of health care items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs. Further the CONTRACTOR agrees to the Disclosure of Criminal History and Civil Actions and Certification regarding debarment suspension and other responsibility matters primary covered transactions; CONTRACTOR must sign an appropriate Certification regarding debarment, suspension, and other responsibility matters,

attached hereto as Exhibit I, incorporated herein by reference and made part of this Agreement.

A. If COUNTY has notice that CONTRACTOR has been charged with a criminal offense related to any Federal Health Care Program or is proposed for exclusion during the term on any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the proposed exclusion.

B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or subcontractors of CONTRACTOR who, in each case, are expected to perform professional services under this Agreement, will be queried as to whether (1) they are now or ever have been excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been convicted of a criminal offense related to the provision of health care items or services; and or (3) they have been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility.

1) In the event the potential employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or subcontractor does not work, either directly or indirectly relating to services provided to COUNTY.

2) Notwithstanding the above, COUNTY at its discretion may terminate this Agreement in accordance with Section Four (4), TERMINATION, of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY persons served.

C. CONTRACTOR shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement (1) are not currently excluded, suspended, debarred,

or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR will ensure that said employee or subcontractor does not work, either direct or indirect, relating to services provided to COUNTY.

1) CONTRACTOR agrees to notify COUNTY immediately during the term of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each case, is providing professional services under this Agreement is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating to the provision of health care services.

2) Notwithstanding the above, COUNTY at its discretion may terminate this Agreement in accordance with the Section Four (4), TERMINATION, of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY persons served.

D. CONTRACTOR agrees to cooperate fully with any reasonable requests for information from COUNTY which may be necessary to complete any internal or external audits relating to this Agreement.

E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

16. <u>MODIFICATION</u>

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, changes to Section One (1), SERVICES, as needed to accommodate changes in State and Federal Law relating to SUD treatment may be made with the signed written approval of COUNTY's DBH Director, or his or her designee and respective CONTRACTOR(S) through an amendment approved by County Counsel and Auditor.

17. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

E. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million

Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

F. Cyber Liability

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the assigned analyst at the County of Fresno, Department of Behavioral Health, Contracts Division – SUD Services at 3133 N Millbrook Avenue, Fresno, California, 93703, stating that such insurance coverages have been obtained and are in full force; that the County of

Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

18. <u>HOLD HARMLESS</u>

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

CONTRACTOR agrees to indemnify COUNTY for Federal, State of California audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR. The provisions of this Section Eighteen (18), HOLD HARMLESS, shall survive termination of this Agreement.

19. SINGLE AUDIT

A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in 2 Code of Federal Regulations (CFR) Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's Department of Behavioral Health, Business Office for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars ($750,000.00) requirement or CONTRACTOR's only funding is through Drug Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's Department of Behavioral Health, Business Office for review, no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a minimum of ten (10) years, in accordance with 42 CFR Part 438.3(h), from the finalized cost settlement process or, if an audit by the Federal government or DHCS has been started before the expiration of the ten (10) year period, records shall be maintained until completion of the audit and final resolution of all findings.

20. <u>AUDITS AND INSPECTIONS</u>

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of electronic or print books and records as well as inspection of the premises, physical facilities and equipment where Medicaid-related activities are conducted to ensure CONTRACTOR'S compliance with the terms of this Agreement.

The refusal of CONTRACTOR to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

The right to audit under this section exists for ten (10) years from the final date of the agreement period or from the date of completion of any audit, whichever is later.

Notwithstanding the provisions stated in Section Three (3), TERM, of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest and penalties.

If CONTRACTOR, through an audit by the STATE or COUNTY, is found to be in violation of this contract which results in the recoupment of funds paid to CONTRACTOR, COUNTY may, upon mutual

consent between CONTRACTOR and COUNTY, enter into a repayment agreement with the CONTRACTOR, with total monthly payments not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The monthly repayment amounts shall be netted against the CONTRACTOR's monthly billing for services rendered during the month. COUNTY reserves the right to forgo a repayment agreement and recoup all funds immediately.

If this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

21. <u>EVALUATION – MONITORING</u>

CONTRACTOR shall participate in a review of the program at least yearly or more frequently, or as needed, at the discretion of COUNTY. The CONTRACTOR agrees to supply all information requested by the COUNTY, DHCS, and/or the subcontractor during the program evaluation, monitoring, and/or review.

COUNTY's DBH Director, or his or her designee, and DHCS or their designees shall monitor and evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement. At the discretion of the COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor the performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of the program as needed, at the discretion of COUNTY.

COUNTY shall recapture from CONTRACTOR the value of any services or other expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the discretion of the COUNTY, CONTRACTOR shall enter into a repayment agreement with the COUNTY, with total monthly payments not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The monthly repayment amounts shall be netted against the CONTRACTOR's monthly billing for services rendered during the month. COUNTY reserves the right to forgo a repayment agreement and recoup all funds immediately.

22. <u>REPORTS—SUBSTANCE USE DISORDER SERVICES</u>

CONTRACTOR(S) shall submit all information and data required by County and State, in

accordance with Exhibit F – Provider Reporting Requirements, incorporated in this Agreement and also available on the DBH website at: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers. Reporting requirements may be revised periodically to reflect changes to State mandated reporting. CONTRACTOR(S) that are not in compliance with reporting deadlines are subject to payment withholding until reporting compliance is achieved. Reporting requirements include, but are not limited to the following:

A. Drug and Alcohol Treatment Access Report (DATAR) in an electronic format provided by the State and due no later than five (5) days after the preceding month;

B. CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual update, and "provider activity report" record in an electronic format through COUNTY's information system, and on a schedule as determined by the COUNTY which complies with State requirements for data content, data quality, reporting frequency, reporting deadlines, and report method and due no later than five (5) days after the preceding month. All CalOMS admissions, discharges, and annual updates must be entered into the COUNTY's CalOMS system within twenty-four (24) hours of occurrence; and

C. ASAM Level of Care (LOC) – Submit ASAM LOC data in a format determined by DBH, no less than once per month;

D. Access Form – CONTRACTOR shall enter access information into COUNTY's EHR at time of first contact with person served;

E. Ineligible Person Screening Report – format provided by COUNTY DBH and due by the fifteenth (15th) day of each month to comply with State requirements;

F. Logic Manager Incident Reporting – as needed, when incidents occur and as instructed in Exhibit J, Protocol for Completion of Incident Report.

G. Monthly Status Report – format provided by COUNTY DBH and due by the fifteen (15th) day of each month;

H. Wait list – required by residential providers only and due by the fifteen (15th) day of each month;

I. Grievance Log - due by the fifteen (15th) day of each month;

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J. Missed appointments – CONTRACTOR shall enter all missed appointments into COUNTY's EHR by the fifteenth (15th) of the following month;

K. Cultural Competency Survey – completed annually in a format to be determined by DBH

L. Americans with Disabilities (ADA) – Annually, upon request by COUNTY DBH, CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by DBH for each service location and modality and shall submit an ADA Accessibility Certification and Self-Assessment, including an Implementation Plan, for each service location;

M. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon request by COUNTY DBH, CONTRACTOR(S) shall complete an agency CLAS survey in a format determined by COUNTY DBH and shall submit a CLAS Self-Assessment, including an Implementation Plan;

N. Risk Assessment – Annually, upon request by COUNTY DBH, CONTRACTOR shall submit a Risk Assessment on a form and in a format to be provided by DBH. The Assessment must be submitted to the COUNTY in hard copy as well as electronically by the due date set by COUNTY;

O. Network Adequacy Certification Tool (NACT) – Annually, upon request, CONTRACTOR shall submit NACT data as requested by COUNTY DBH;

P. Operating Expense Report – CONTRACTOR shall submit expenses by the 25th of each month on a form provided by COUNTY DBH, including a general ledger, payroll register and other supporting documentation as request; and

Q. Cost Reports – On an annual basis for each fiscal year ending June 30th non-NTP CONTRACTOR(S) shall submit a complete and accurate detailed cost report(s). Refer to Section Twenty-three (23), COST REPORTING, for cost reporting requirements.

23. <u>COST REPORTING</u>

Cost reports must be submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due date. Submittal must also include any requested support documents such as general ledgers and detailed electronic (e.g., Excel) schedules demonstrating how costs were allocated both within programs, if provider has multiple funding sources (e.g., DMC and SABG), and

between programs, if CONTRACTOR provides multiple SUD treatment modalities. Provider shall maintain general ledgers that reflect the original transaction amounts where each entry in their accounting records represents one-hundred percent (100%) of the total transaction cost and can be supported with the original source documentation (i.e., receipts, bills, invoices, payroll registers, etc.). Bank statements reflecting purchases are not original source documents and will not be accepted as such. All costs found to not be supported by original source documentation will be disallowed. Total unallowable costs shall be allocated their percentage share of the indirect Costs along with the Contractor's direct costs. All reports submitted by CONTRACTOR(S) to COUNTY must be typewritten. COUNTY will issue instructions for completion and submittal of the annual cost report, including the relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in accordance with Generally Accepted Accounting Principles. Unallowable costs such as those denoted in 2 CFR 200 Subpart E, Cost Principles, 41 U.S.C. 4304, and the Center for Medicare and Medicaid Services (CMS) Provider Reimbursement Manual (PRM) 15-1, must not be included as an allowable cost on the cost report and all invoices. Unallowable costs must be kept in the provider's General Ledger in accounts entitled Unallowable followed by name of the account (e.g., Unallowable – Food) or in some other appropriate form of segregation in the provider's accounting records. For further information on unallowable costs refer to regulations provided above. If the CONTRACTOR(S) does not submit the cost report by the due date, including any extension period granted by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy. Once the cost reports have been approved by the County, originally executed signed certification pages attesting to the accuracy of the information contained in cost reports shall be submitted to the County.

A. DMC – A DMC cost report must be submitted in a format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs. CONTRACTOR(S) shall report costs under their approved legal entity number established during the DMC certification process. Total units of service reported on the cost report will be compared to the units of services entered by CONTRACTOR(S) into COUNTY's data system. CONTRACTOR(S) will be

required to correct discrepancies and resubmit to COUNTY prior to COUNTY's final acceptance of the cost report.

B. OTHER FUNDING SOURCES – CONTRACTOR(S) will be required to submit a cost report on a form approved and provided by the COUNTY to reflect actual costs and reimbursement for services provided through funding sources other than DMC. Contracts that include a negotiated rate per unit of service will be reimbursed for actual costs incurred (the sum of both direct costs as defined in 2 CFR 200.413, and allocated indirect costs as defined in 2 CFR 200.414) not to exceed the contract maximum. If the cost report indicates an amount due to COUNTY, CONTRACTOR(S) shall submit payment with the report. If an amount is due to CONTRACTOR(S) COUNTY shall reimburse CONTRACTOR within forty-five (45) days of receiving and accepting the year-end cost report.

C. MULTIPLE FUNDING SOURCES – CONTRACTOR(S) with multiple agreements for the same services (e.g., Outpatient, Residential) provided at the same location where at least one of the Agreements is funded through DMC and the other funding is other federal or county realignment funding will be required to complete DMC cost reports and COUNTY approved cost reports. Such Agreements will be settled for actual allowable costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Within forty-five (45) days of the reconciliation by COUNTY, CONTRACTOR shall make payment to COUNTY or COUNTY shall reimburse CONTRACTOR as appropriate.

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S) agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months following the close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of the appeal.

CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and information as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted to the COUNTY must be typewritten.

In the event that CONTRACTOR(S) fails to provide such reports or other information

required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the COUNTY within fifteen (15) days of any funds received from another source to conduct the same services covered by this Agreement.

24. PROPERTY OF COUNTY

A. CONTRACTOR shall submit purchase invoices for the purchase of any fixed assets with their monthly invoices. All purchases over Five Thousand and No/100 Dollars ($5,000.00), and certain purchases under Five Thousand and No/100 Dollars ($5,000.00) such as fans, calculators, cameras, VCRs, DVDs and other sensitive items as determined by COUNTY's DBH Director, or his or her designee, made during the life of this Agreement shall be identified as assets that can be inventoried and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY's possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if unable to produce the fixed assets at the expiration or termination of this Agreement.

B. The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH Director, or his or her designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH Director, or his or her designee, may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

C. The terms and conditions described in this Section are not applicable to the leasing of vehicles by CONTRACTOR with the funds provided under this Agreement.

25. RECORDS

A. RECORD ESTABLISHMENT AND MAINTENANCE – CONTRACTOR shall establish and maintain records in accordance with State and Federal rules and regulations in addition to

those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period of ten (10) years from the finalized cost settlement process, or from the date of completion of any audit, whichever is later.

B. DOCUMENTATION – CONTRACTOR shall maintain adequate records in sufficient detail to make possible an evaluation of services and contain all the data necessary in reporting to the State of California and/or Federal agency. All persons served records shall be maintained pursuant to applicable State of California and Federal requirements concerning confidentiality. In the event of contract termination or expiration, all original copies of clinical records, including clinical charts, group sign-in sheets, and fiscal records, including original receipts, for a period of ten (10) years shall be delivered to COUNTY.

C. REPORTS – CONTRACTOR shall submit to COUNTY periodic fiscal and all program reports as further described in Section Twenty-Two (22), REPORTS – Substance Use Disorder Services. CONTRACTOR shall submit a complete and accurate year-end cost report for each fiscal year affected by this Agreement, following the end of each fiscal year affected by this Agreement. CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and information as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by CONTRACTOR to COUNTY must be typewritten.

D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance.

E. CLIENT CONFIDENTIALITY – CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements of 42 CFR § 2.1 et seq., Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

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26. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal person served information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

A. CONTRACTOR-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES

CONTRACTOR may not connect to COUNTY networks via personally owned mobile, wireless or handheld devices, unless the following conditions are met:

1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;

2) Current virus protection software is in place;

3) Mobile device has the remote wipe feature enabled; and

4) A secure connection is used.

B. CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS

CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-OWNED COMPUTER EQUIPMENT

CONTRACTOR or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on

any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or disclosure of data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

F. Confidential person served information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. CONTRACTOR is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents arising from a possible breach of security related to COUNTY's confidential persons served information provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

27. <u>EHR CERTIFICATION</u>

CONTRACTOR shall obtain certification from the Certification Commission for Healthcare Information Technology (CCHIT) for Security Access Control, Audit, and Authentication if using a non-Avatar electronic health record (EHR) and shall provide a copy of the certification to COUNTY. Additionally, CONTRACTOR shall recertify their EHR annually and provide a copy of the recertification to COUNTY. CONTRACTOR shall ensure all employees who use an EHR other than Avatar sign an Electronic Signature Agreement (See example, Exhibit K) and maintain a copy in the employee's personnel file.

28. <u>COMPLIANCE WITH LAWS, POLICIES AND RULES</u>

CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles 9 and 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations waived by the Centers for Medicare and Medicaid Services and DHCS, as stated within the DMC-Organized

Delivery System (ODS) Special Terms and Conditions (STCs) and the SABG Application. CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies applicable. Such provisions include, but are not restricted to:

A. CONTRACTOR shall comply with 42 CFR Part 438.

B. CONTRACTOR shall comply with Early and Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.

C. CONTRACTOR shall ensure that each person served's ability to pay for services is determined by the use of the method approved by COUNTY.

D. CONTRACTOR shall establish and use COUNTY's approved method of determining and collecting fees from persons served.

E. CONTRACTOR shall furnish person served records in accordance with the applicable Federal, State and local regulations and requirements, including in such records a treatment plan for each person served, and evidence of each service rendered.

F. CONTRACTOR shall submit accurate, complete and timely claims and cost reports, reporting only allowable costs.

G. CONTRACTOR shall comply with statistical reporting and program evaluation systems as provided in State of California regulations and in this Agreement.

H. CONTRACTOR shall comply with requirements contained in the SABG Application with DHCS by this reference incorporated herein, until such time that a new SABG Application is approved. Upon amendment of the SABG Application, the terms of such amendment shall automatically be incorporated into this Agreement.

I. CONTRACTOR shall inform every person served of their rights regarding Grievance and Appeals as described in the Provider Manual, attached hereto and by this reference incorporated.

J. CONTRACTOR shall file an incident report for all incidents involving persons served, and CONTRACTOR staff, using COUNTY'S Incident Reporting System, following the Protocol for Completion of Incident Report described in Exhibit J, Protocol for Completion of Incident Report, attached hereto and by this reference incorporated.

K. In the event any law, regulation, or policy referred to in this Agreement is amended during the term thereof, the parties hereto agree to comply with the amended provision as of the effective date of such amendment. Exhibits will be updated as needed and no formal amendment of this contract is required for new rules to apply.

29. NON-DISCRIMINATION PROVISION

ELIGIBILITY FOR SERVICES – CONTRACTOR shall prepare, prominently post in its facility, and make available to the DBH Director, or his or her designee, and to the public all eligibility requirements to participate in the program funded under this Agreement. CONTRACTOR shall not unlawfully discriminate in the provision of services because of sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability, mental disability, medical condition, genetic information, sexual orientation, marital status, age, gender, gender identity, gender expression, or military or veteran status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, § 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800.

A. EQUAL OPPORTUNITY – CONTRACTOR shall comply with California Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the development, implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall not discriminate against any employee or applicant for employment because sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability, mental disability, medical condition, genetic information, sexual orientation, marital status, age, gender, gender identity, gender expression, or military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. CONTRACTOR agrees to post in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No. 11246. CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC § 794).

B. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs, DBH may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to the satisfaction of DBH that funds provided under this Agreement were not used in connection with the alleged discrimination.

C. NEPOTISM – Except by consent of the DBH Director, or his or her designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of Directors or an officer of CONTRACTOR.

D. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be wheelchair accessible and provide access to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/persons served and intended recipients/persons served of services are provided services without regard to physical or mental disability and that CONTRACTOR has provided a facility accessible to the physically disabled.

30. COMPLIANCE

CONTRACTOR(S) shall comply with all requirements of the "Fresno County Behavioral Health Compliance Program Contractor Code of Conduct and Ethics" as set forth in Exhibit L. Within thirty (30) days of entering into this Agreement with the COUNTY, new CONTRACTOR(S) shall have all of CONTRACTOR(S) employees, agents and subcontractors providing services under this Agreement complete General Compliance training and certify in writing, that they have received, read, understood, and shall abide by the requirements set forth in Exhibit L. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement complete General Compliance training and certify in writing that they have received, read, understood, and shall abide by the requirements set forth in Exhibit L.

CONTRACTOR(S) will require all employees, agents and subcontractors providing services under this Agreement to complete General Compliance training annually thereafter and appropriate employees, agents and subcontractors shall complete Substance Use Disorder Documentation Billing or billing/reimbursement training. CONTRACTOR(S) understands that the promotion of and adherence to such requirements is an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and subcontractors. CONTRACTOR(S) employees, agents and subcontractors will submit written certifications upon completion of General Compliance training to the COUNTY's Compliance Officer.

CONTRACTOR(S) and its employees, agents and subcontractors will promptly report any suspected violation(s) of the Code of Conduct and Ethics or report any activity that they believe may violate the standards of the Compliance Program through the DBH Compliance Hotline: (888) 262-4174. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR(S) violation of the terms of this Agreement.

31. <u>COMPLAINTS</u>

CONTRACTOR shall log complaints and the disposition of all complaints from a person served or a person served's family. CONTRACTOR shall provide a summary of the complaint log entries concerning COUNTY-sponsored persons served to COUNTY at monthly intervals by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs informing a person served of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to state licensing bodies that affect COUNTY persons served within twenty-four (24) hours of receipt of a complaint.

Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored persons served, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint.

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32. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence:

A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, and 45 CFR Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP persons served, including, but not limited to, assessing the cultural and linguistic needs of its persons served, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. CONTRACTOR assurance that minors shall not be used as interpreters.

D. CONTRACTOR shall provide and pay for interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

E. In compliance with the State-mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, new CONTRACTOR must submit to COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to address

all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit M , and incorporated herein by this reference. County's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly.

F. CONTRACTOR shall complete and submit county issued CLAS self-assessment annually. CONTRACTOR shall update CLAS plan as necessary.

33. <u>CLEAN AIR AND WATER</u>

In the event funding under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

34. <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT</u>

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR).

Additionally, CONTRACTOR shall comply with the HIPAA requirements stated in Exhibit C, "SABG Specific Requirements."

35. CHILD ABUSE REPORTING

CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code § 11165.9. This procedure shall include having all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code § 11166. The statement to be utilized by CONTRACTOR for reporting is set forth in Exhibit N, "Notice of Child Abuse Reporting," attached hereto and by this reference incorporated herein.

36. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

CONTRACTOR shall adhere to the requirement that no funds shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the DHCS chooses to implement a demonstration syringe services program for intravenous drug users.

37. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing Exhibit O, "Disclosure of Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein. CONTRACTOR shall submit this form to COUNTY DBH within thirty (30) days of the effective date of this Agreement and at any time in which the status changes. Submissions shall be scanned pdf copies and are to be sent via email to SAS@fresnocountyca.gov and the assigned analyst at the County of Fresno Department of Behavioral Health, Contracts Division.

A. Name and address of any person(s) whether it be an individual or corporation with

an ownership or controlling interest in the disclosing entity or managed care entity.

1) Address must include the primary business address, every business location and P.O. Box address(es).

2) Date of birth and Social Security Number for individuals.

3) Tax identification number for other corporations or entities with ownership or controlling interest in the disclosing entity.

B. Any subcontractor(s) in which the disclosing entity has five (5) percent or more interest.

C. Whether the person(s) with an ownership or controlling interest of the disclosing entity is related to another person having ownership or controlling interest as a parent, spouse, sibling or child. Including whether the person(s) with ownership or controlling interest of the disclosing entity is related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more interest in any of its subcontractors.

D. Name of any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest.

E. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than twenty-five thousand dollars ($25,000) during the 12-month period ending on the date of the request; and

F. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.

G. Any person(s) with an ownership or control interest in CONTRACTOR, or agent or managing employee of CONTRACTOR; and

1) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

H. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than twenty-five thousand dollars ($25,000) during the 12-month

period ending on the date of the request; and

l. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of the request.

38. CHANGE OF LEADERSHIP/MANAGEMENT

Any and all notices between COUNTY and CONTRACTOR(S) provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

In the event of any change in the status of CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement; b) exercises control over the manner in which services are provided; or c) has authority over CONTRACTOR's finances.

39. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY	CONTRACTOR
Director, Fresno County Department of Behavioral Health 1925 E Dakota Ave Fresno, CA 93726	See Exhibit A

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,

with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

40. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR(S) understands that a separate Agreement is formed between each individual CONTRACTOR and COUNTY.

41. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

42. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

43. ELECTRONIC SIGNATURE

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this

Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

44. <u>ENTIRE AGREEMENT</u>

This Agreement, including all Exhibits, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR

SEE EXHIBIT A

COUNTY OF FRESNO

Brian Pacheco
Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

FOR ACCOUNTING USE ONLY:

ORG No.: 56302081
Account No.: 7295/0
Fund/Subclass: 0001/10000
Requisition No.: N/A

By: _____
Deputy

NBM

Provider: **CENTRAL CALIFORNIA RECOVERY, INC.**

By Dale White

Print Name: DALE WHITE

Title: President / E.D.
Chairman of the Board, President, or Vice President

Date: 4/4/22

By Barbara A White

Print Name: BARBARA A WHITE

Title: TREASURER
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 4/4/2022

Provider: **DELTA CARE, INC.**

By _____

Print Name: RITA ENUNWA

Title: EXECUTIVE DIRECTOR
Chairman of the Board, President, or Vice President

Date: 4/8/2022

By _____

Print Name: Dr. Felix Enunwa

Title: Chief Financial Officer
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 4/8/2022

Provider: **FRESNO NEW CONNECTIONS, INC.**

By Carrie Christensen

Print Name: Carrie Christensen

Title: Executive Director
Chairman of the Board, President, or Vice President

Date: 4-4-2022

By Donald G. Lisle

Print Name: Donald G. Lisle

Title: Board Member
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 4-4-2022

Provider: **KINGS VIEW**

By DocuSigned by: Amanda Nugent Divine A04F817F73914D5...

Print Name: Amanda Nugent Divine, PhD

Title: Chief Executive Officer
Chairman of the Board, President, or Vice President

Date: 3/29/2022

By DocuSigned by: Michael Kosareff 79925D1D4D6C40B...

Print Name: Michael Kosareff

Title: Chief Financial Officer
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 3/29/2022

Provider: **MENTAL HEALTH SYSTEMS, INC.**

By _____

Print Name: James C. Callaghan, Jr.

Title: President & CEO
Chairman of the Board, President, or Vice President

Date: 3/30/2022

By _____

Print Name: Sally Verbestel

Title: CFO
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 3/30/22

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Provider: **PROMESA BEHAVIORAL HEALTH, INC.**

By Michael Der Manouel

Print Name: MICHAEL DER MANOUEL

Title: CHAIRMAN
Chairman of the Board, President, or Vice President

Date: 4/4/2022

By

Print Name: ERLAN ZUNIGA

Title: CFO
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 4/4/22

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Provider: **WESTCARE CALIFORNIA, INC.**

By _____

Print Name: Shawn Jenkins

Title: COO
Chairman of the Board, President, or Vice President

Date: 04/04/2022

Attesting to authority as COO to execute pursuant to Resolution WCCA 2022-01

By _____
WCFMC

Print Name: Jim Hanna

Title: Corporate Secretary
Secretary (of Corporation), Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

Date: 04/01/2022

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Fresno County Department of Behavioral Health
Non-DMC Outpatient Services Vendor List
Provider Maximum Annual Allocations

VENDOR	CONTACT	PHONE NUMBER	TYPE OF BUSINESS	Contract Max FY 2022-23	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Central California Recovery, Inc. **Remit to:** **1204 W. Shaw Ave. #102** **Fresno, CA 93711**	President Dale White	(559) 681-1947 (559) 273-2942	501(c)3 Non-Profit Corporation	$120,000	$120,000	$120,000	$120,000	$120,000
Delta Care **Remit to:** **4705 N. Sonora Ave. #113** **Fresno, Ca 93722**	Executive Director	(559) 276-7558	501(c)3 Non-Profit Corporation	$125,000	$125,000	$125,000	$125,000	$125,000
Fresno New Connections, Inc. **Remit to:** **4411 N. Cedar Ave. #108** **Fresno, CA 93726**	Executive Director Carrie Christensen	(559) 248-1548	501(c)3 Non-profit Corporation	$200,000	$200,000	$200,000	$200,000	$200,000
Kings View **Remit to:** **7170 N. Financial Drive, #110** **Fresno, CA 93720**	Chief Financial Officer	(559)251-0100 x3011	501(c)3 Non-profit Corporation	$55,000	$55,000	$55,000	$55,000	$55,000
Mental Health Systems, Inc. **Remit to:** **9465 Farnham St.** **San Diego, CA 92123**	CEO James Callaghan CFO Joelle Verbestel	(858) 573-2600	501(c)3 Non-profit Corporation	$25,000	$25,000	$25,000	$25,000	$25,000
Promesa Behavioral Health **Remit to:** **7120 N. Marks Ave, #110** **Fresno, Ca 93711**	CEO Lisa Weigant	(559) 439-5437	501(c)3 Non-profit Corporation	$200,000	$200,000	$200,000	$200,000	$200,000
WestCare California, Inc. **Remit to:** **1900 N. Gateway Blvd, 100** **Fresno, CA 93727**	Chief Operating Officer Shawn A. Jenkins	(559) 251-4800	501(c)3 Non-profit Corporation	$75,000	$75,000	$75,000	$75,000	$75,000
				$800,000	$800,000	$800,000	$800,000	$800,000

** A list of current provider sites can be found at:
https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services

Fresno County, Department of Behavioral Health
Non-DMC Substance Use Disorders Outpatient Treatment Services
Modality of Service Descriptions

Covered services under the Drug Medi-Cal Organized Delivery System (DMC-ODS) shall be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to persons served under fee-for-service Medicaid, as set forth in 42 CFR 440.230. Contractors shall ensure that the services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. Contractors may not arbitrarily deny or reduce the amount duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the person served.

Contractors are required to ensure services are provided timely as further described in the Fresno County Substance Use Disorder Provider Manual.

In all levels of care, contractors are required to either offer medications for addiction treatment (MAT) directly or demonstrate effective referral mechanisms in place to the most clinically appropriate MAT services. Providing a person served the contact information for a MAT program is insufficient.

Placement in an appropriate level of care must be determined through an assessment based on the American Society of Addiction Medicine (ASAM) criteria and prescribed by the contractor's medical director.

NON-DMC FUNDED SERVICES:

Non-DMC eligible persons served will have access to the same services as DMC-eligible persons served with costs reimbursed through other sources. These services, available to all perinatal and non-perinatal adults and adolescents, include:

- Early Intervention Services
- Outpatient
- Intensive Outpatient
- Withdrawal Management Levels 1-WM and 2-WM
- Additional Medication Assisted Treatment
- Care Coordination
- Peer Support Services
- Recovery Services
- Clinician Consultation

EARLY INTERVENTION SERVICES (ASAM LEVEL 0.5)

Early intervention services (EIS) are available to persons served under 21 who are screened and determined to be at risk of developing an SUD. At risk persons served may receive any service component covered under the outpatient level of care (ASAM 1.0) as early intervention services. An SUD diagnosis is not required for early intervention services.

A full assessment utilizing the ASAM criteria is not required for a person served under the age of 21 to receive EIS.

EIS services may be delivered in a wide variety of settings and can be provided in person, by telehealth, or by telephone.

EIS services do not limit or modify the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate.

OUTPATIENT SERVICES (ASAM LEVEL 1.0)
Outpatient services consist of up to nine (9) hours per week of medically necessary services for adults and up to six (6) hours per week of services for adolescents. Services may exceed the maximum hours based on individual medical necessity.

Services can be provided by an LPHA or registered/certified counselor in-person, by telephone, or telehealth in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2. Group size is limited to no less than two (2) and no more than twelve (12) persons served.

Outpatient services include the following service components:

- Assessment
- Care Coordination
- Counseling (individual/group)
- Family Therapy
- Medication Services
- MAT for opioid use disorders
- MAT for alcohol use disorders and non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

INTENSIVE OUTPATIENT SERVICES (ASAM LEVEL 2.1)
Intensive outpatient involves structured programming provided to persons served as medically necessary for a minimum of nine (9) hours and a maximum of nineteen (19) hours for adults and a minimum of six (6) hours and a maximum of nineteen (19) for adolescents. Providers may exceed maximum treatment hours when determined to be medically necessary.

Intensive outpatient treatment services include the same service components listed under Outpatient 1.0.

Services can be provided by an LPHA or registered/certified counselor in-person, by telephone, or telehealth in any appropriate setting in the community, in accordance with HIPAA and 42 CFR Part 2. Group size is limited to no less than two (2) and no more than twelve (12) persons served.

WITHDRAWAL MANAGEMENT (Level 1-WM, Level 2-WM)
Withdrawal management (WM) services are prescribed based on an individual assessment using the ASAM criteria. Contractor(s) shall ensure persons served receiving both residential and outpatient WM services are monitored during the detoxification process. Withdrawal Management Services may be provided in an outpatient or residential setting.

Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

A full ASAM assessment shall not be required as a condition of admission to a withdrawal management program.

ASAM 3.7-WM and 4-WM services are part of the DMC-ODS continuum of care but are offered through the Medi-Cal Managed Care Plans, Anthem Blue Cross and CalViva Health. If a person served is determined to be in need of this level of care, the provider should provide care coordination to the Managed Care Plans for treatment.

Withdrawal Management services include the following service components:

- Assessment
- Care Coordination
- Medication Services
- MAT for opioid use disorders
- MAT for alcohol use disorders and non-opioid SUDs
- Observation
- Recovery Services

ADDITIONAL MEDICATION ASSISTED TREATMENT (MAT)
Medication for addiction treatment include all FDA-approved medications and biological products to treat Alcohol Use Disorders (AUD), Opioid Use Disorders (OUD) and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of another level of care. Persons served who decline counseling services shall not be denied access to MAT or administratively discharged.

Additional MAT involves the ordering, prescribing, administering, and monitoring of medications for substance use disorders.

All DMC-ODS providers, at all levels of care, must demonstrate that they either directly offer or have an effective referral mechanism/process to MAT for persons served with SUD diagnoses.

MAT services may be provided in conjunction with the following service components:

- Assessment

- Care Coordination
- Counseling (individual/group)
- Family Therapy
- Medication Services
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services
- Withdrawal Management Services

CARE COORDINATION SERVICE (formerly Case Management)
Care Coordination services are defined as a service that assists persons served to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the person served with linkages to services and supports designed to restore the person served to their best possible functional level.

Care Coordination services are provided to a person served in conjunction with all levels of treatment and may also be claimed as a standalone service.

Care Coordination services may be provided by an LPHA or certified counselor. Contractors shall use care coordination services to coordinate with physical and/or mental health systems of care.

Care coordination can be provided in clinical or nonclinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone.

Care Coordination shall include one or more of the following components:

- Coordination with medical and mental health providers to monitor and support comorbid health conditions.
- Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Care Coordination shall be consistent with and shall not violate confidentiality of persons served as set forth in 42 CFR Part 2, and California law.

PEER SUPPORT SERVICES (Available following completion of Fresno County opt-in)
Peer support services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals.

Peer support services may be provided with the person served or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people (collaterals) supporting the person served if the purpose of the collateral's participation is to focus on the treatment needs of the person served.

Peer support services are delivered and claimed as a standalone service. Peer support services can be provided concurrently with other levels of care and are based on a plan of care approved by a Behavioral Health Professional.

Peer support services consist of Education Skill Building Groups, Engagement services and Therapeutic Activity services.

Peer Support Specialists are individuals in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and working under the direction of a Behavioral Health Professional. Behavioral Health Professionals must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified DMC provider.

RECOVERY SERVICES
Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the person served to their best possible functional level.

Recovery services can be utilized when the person served is triggered, when the person served has relapsed or simply as a measure to prevent relapse.

Persons served do not need to be diagnosed as being in remission to access Recovery Services. Persons served may receive Recovery Services while receiving MAT services, including NTP services. Persons served may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care or as a service delivered as part of other levels of care.

Contractors that do not opt to make recovery services available must refer persons served to a contractor that provides recovery services.

Recovery Services shall include the following service components:

- Assessment
- Care Coordination
- Counseling (individual and group)

- Family Therapy
  Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the person served's SUD
- Relapse Prevention which includes interventions designed to teach persons served with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the person served's SUD.

CLINICIAN CONSULTATION (formerly Physician Consultation)
Clinician Consultation consists of LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care.

Clinician Consultation is designed to support licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist clinicians with seeking expert advice on treatment needs for specific persons served. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SABG) SPECIFIC REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes Substance Use Disorder (SUD) treatment services available throughout the county to eligible persons served through funds provided under an Substance Abuse Block Grant (SABG) with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the SABG application, and any amendments thereto, including but not limited to the following:

1. RESTRICTIONS ON USE OF SUBSTANCE ABUSE BLOCK GRANT (SABG) FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the person served's file for review.

2. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

B. INDEPENDENT CONTRACTOR

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

C. CONTROL REQUIREMENTS

This Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with State-County Contract requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

D. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

E. REVENUE COLLECTION POLICY

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

G. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

H. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

I. AUDITS

All State and Federal funds furnished to the CONTRACTOR(S) pursuant to this Agreement along with related patient fees, third party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

J. RECORDS MAINTENANCE

1) CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at its request.

3. FEDERAL CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

A. DBH and CONTRACTOR recognize that Federal assistance funds will be

used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The CONTRACTOR shall provide immediate written notice to DBH if at any time CONTRACTOR learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction was entered into.

C. CONTRACTOR shall not employ or subcontract with any party listed in 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. If CONTRACTOR employs or subcontracts 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).

D. If CONTRACTOR subcontracts or employs an excluded party, COUNTY and DHCS have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

1) By signing this Agreement, the Contractor/Grantee agrees to

comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

2) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(d) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(f) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(g) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

E. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DBH Program Contract Manager.

F. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

G. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DBH may terminate this Agreement for cause or default.

4. <u>SMOKING-FREE WORKPLACE CERTIFICATION</u>

(Applicable to federally funded agreements and subcontracts, that provide health, day care, early childhood development services, education or library services to children under

18 directly or through local governments.)

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

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

5. CONFIDENTIALITY OATH

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Attachment A, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

6. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations, each service provider receiving funds from this agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined at: Think Cultural Health - The Office of Minority Health (hhs.gov) and complying with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall provide effective, equitable, understandable and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

7. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for persons served with physical or mental disabilities are provided to

all persons served in accordance with CFR Title 45, Part 84 and the American with Disabilities Act.

8. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted or amended by the Congress, as well as the federal or state governments which may affect the provisions, terms, or funding of this Contract in any manner.

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

9. HATCH ACT

CONTRACTOR shall comply with the provisions of the Hatch Act (USC, Title 5, 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.

10. UNLAWFUL USE OF DRUGS AND ALCOHOL OR UNLAWFUL USE MESSAGES

CONTRACTOR shall ensure that information produced with Federal funds, and which pertains to drug and alcohol related programs contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) Division 10.7, Chapter 1429, Sections 11999-11999.3.

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Attachment B, incorporated herein by reference and made part of this Agreement agreeing to uphold the obligations of HSC 11999 – 11999.3.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

11. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

CONTRACTOR is prohibited from using funds made available through this Agreement 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).

12. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS CONTRACTORS

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and Title 42, CFR, Part 54. to prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and

to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

13. COUNSELOR CERTIFICATION

CONTRACTOR shall ensure that any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

14. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment adhering to provisions in 42 USC 300x-23 and 45 CFR 96.126(e). DHCS shall monitor programs for compliance with this requirement.

15. TUBERCULOSIS TREATMENT

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

16. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702 of Pub. L. 112-239.

CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procure a commercial sex act during the period of time that the award is in effect; or

C. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R.

Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

CONTRACTOR must inform the DBH Director or her designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR must sign a certification annually acknowledging the Trafficking Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Attachment C, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

17. BYRD ANTI-LOBBYING AMENDMENT

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 DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR shall not unlawfully discriminate against any person.

19. FEDERAL LAW REQUIREMENTS

CONTRACTORS shall comply with the following Federal law requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title 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.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No State or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No State or Federal funds shall be used by CONTRACTOR to provide direct, immediate, or substantial support to any religious activity.

21. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

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

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

A. Materials explaining services available to the public,

B. Language assistance,

C. Language interpreter and translation services, and

D. Video remote language interpreting services.

22. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

23. CHARITABLE CHOICE

CONTRACTOR shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DBH Contracts Division – Substance Use Disorder (SUD) Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection. In addition, CONTRACTOR

24. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all SUD treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

25. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205. COUNTY shall review the merit and risk associated with each potential CONTRACTOR annually prior to making an award. COUNTY shall perform and document annual sub-recipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

26. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. In accepting the State drug and alcohol combined program allocation pursuant to California Health and Safety Code (HSC) Sections 11814(a) and (b), CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and State laws, regulations and standards, and shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply with these requirements. These requirements include, but may not be limited to, those set forth in this Agreement, and:

A. HSC, Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.

B. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1(herein referred to as Title 9).

C. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.

D. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.

E. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.

F. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. CFR, Title 45, Part 96, Block Grants.

H. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.

I. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

J. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

K. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

27. DRUG FREE WORKPLACE

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (California Government Code section 8350).

28. YOUTH TREATMENT GUIDELINES

CONTRACTOR shall follow the "Youth Treatment Guidelines," available at the DHCS web address at: http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx and

by this reference incorporated herein, in developing and implementing youth treatment programs funded under this Agreement until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

If any of the work performed under this Agreement is subject to the HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the State County Intergovernmental Agreement, DHCS, COUNTY and CONTRACTOR shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR 162915(a)].

2) No Additions: CONTRACTOR hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR 162.915 (b)].

3) No Unauthorized Uses: CONTRACTOR hereby agrees that for PHI, it shall not use any code or data elements that are marked “not used” in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard’s implementation specification [45CFR 162.915 (c)].

4) No Changes to Meaning or Intent: CONTRACTOR hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard’s implementation specification [45CFR 162.915 (d)].

B. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it shall participate in such test modifications.

C. Adequate Testing

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

D. Deficiencies

The CONTRACTOR agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled CONTRACTOR if the COUNTY is acting as a clearinghouse for that CONTRACTOR. If the CONTRACTOR is a clearinghouse, the CONTRACTOR agrees to properly communicate deficiencies and other

pertinent information regarding electronic transactions to enrolled CONTRACTORS for which they provide clearinghouse services.

E. Code Set Retention

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

F. Data Transmission Log

Both COUNTY and CONTRACTOR 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 Agreement. Each Party shall 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 necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

30. CAPACITY REPORTING

CONTRACTOR shall ensure that if their program reaches or exceeds 90 percent of dedicated capacity CONTRACTOR shall report this information to COUNTY and DHCSOWPS@dhcs.ca.gov within four days of reaching capacity.

31. SALARY RESTRICTION

CONTRACTOR agrees that no part of any federal funds provided under this Contract shall be used by CONTRACTOR to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule as found online at: https://grants.nih.gov/grants/policy/salcap_summary.htm.

Executive salaries shall be provided to COUNTY in the annual Provider Risk Assessment and/or upon request.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

Note that indirect costs can only be allocated to SABG contracted services using any of the following cost allocation methodologies; percentage of direct cost, percentage of direct salary cost, or federally-approved indirect cost rate.

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with the Trafficking Victims Protection Act of 2000 (TVPA), specifically Section 106(g), which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees:

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award in in effect; or
- Uses forced labor in the performance of the award or subawards under the award.

I understand that the TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them. I will immediately inform the County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder (SUD) Services immediately of any information received from any source alleging a violation of the TVPA by either this organization or its employees, or a subcontractor or its employees during the term of this contract.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of the TVPA and, if found in violation, will be immediately terminated. I agree to submit this signed certification annually on behalf of the organization acknowledging requirements under the TVPA and attesting that all employees will receive annual TVPA training, and that documentation of training will be placed in personnel files.

Signature:_____ Date:_____

Title:_____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with California HSC 11999-11999.3, which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees fail to ensure that:

- The program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol;
- All aspects of a drug- or alcohol-related program are consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings; and
- The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs applies to the use of drugs and alcohol prohibited by law.

I understand that the State of California enforces an Unlawful Use policy in which there is zero tolerance for promoting the unlawful use of and drugs or alcohol in an AOD treatment facility. If this organization fails to satisfy the guidelines adopted by the State of California, the drug or alcohol program shall not receive state funds and their contract with Fresno County will be terminated.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of HSC 11999-11999.3 and, if found in violation, will be immediately terminated.

Signature:_____ Date:_____

Title:_____

PRIVACY AND SECURITY AGREEMENT REGARDING AUTHORIZED ACCESS TO CONFIDENTIAL PROTECTED HEALTH INFORMATION FOR FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH (DBH) EMPLOYEES AND/OR NON-DBH SUD SERVICES WORKFORCE MEMBERS

OATH OF CONFIDENTIALITY

As a condition of obtaining access to any Protected Health Information (PHI) that is necessary to carry out my function with DBH, I _____, agree to not divulge any PHI to unauthorized persons. Furthermore, I maintain that I will not publish or otherwise make public any information regarding persons who receive Substance Use Disorder Services such that the persons who receive or have received such services are identifiable.

Access to such data shall be limited to Fresno County DBH personnel, subcontractors, and subcontractors' personnel who require this information in the performance of their duties and have signed an Oath of Confidentiality with DBH.

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medi-Cal Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify DHCS when there is a possible security violation including unauthorized access to PHI by completing a "Privacy Incident Report" at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx and return the completed form to: privacyofficer@dhcs.ca.gov.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name: _____

Signature: _____ **Date:** _____

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

    - Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
    - Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
    - Barriers to access and treatment are identified and addressed
    - Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery

- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

    - The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
    - Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
    - Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

    - Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
    - Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

    - Interventions are motivation-based and adapted to the person's stage of change
    - Progression though stages of change are supported through positive working relationships and alliances that are motivating
    - Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse though a harm reduction approach
    - Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

    - Individual and program outcomes are collected and evaluated for quality and efficacy
    - Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes

- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

    - The rights of all people are respected
    - Behavioral health is recognized as integral to individual and community well-being
    - Promotion of health and wellness is interwoven throughout all aspects of DBH services
    - Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
    - Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
    - The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Fresno County Department of Behavioral Health
Non-Drug Medi-Cal Outpatient Treatment Services
Approved Rates by Provider
Fiscal Year 2022-23

	15-Minute Unit					
	OPT	**IOT**	**Care Coordination**	**Recovery Services**	**Clinician Consultation**	**MAT**
APPROVED MAXIMUM UOS RATE	**51.00**	**53.85**	**51.45**	**52.05**	**153.60**	**153.60**
COUNTY APPROVED PROVIDER RATES:						
Central California Recovery	45.00		46.35		153.60	153.60
Delta Care	40.50		51.45	33.00	153.60	153.60
Fresno New Connections	32.70	53.85	51.45	27.00	153.60	153.60
Kings View - Fresno	44.55		44.55		153.60	153.60
Mental Health Systems - FYA	39.00		38.55	37.20	153.60	153.60
Mental Health Systems - IMPACT	40.95	42.90	39.75	39.75	153.60	153.60
Promesa	48.90		46.80	49.50	153.60	153.60
WestCare Outpatient - Belmont	51.00	50.70	49.65	42.75	153.60	153.60

Fresno County Department of Behavioral Health
Non-Drug Medi-Cal Outpatient Treatment Services
Approved Rates by Provider
Fiscal Year 2023-24

	15-Minute Unit					
	OPT	**IOT**	**Case Management**	**Recovery Services**	**Physician Consultation**	**MAT**
APPROVED MAXIMUM UOS RATE						
COUNTY APPROVED PROVIDER RATES:						
Central California Recovery						
Delta Care						
Fresno New Connections						
Kings View - Fresno						
Mental Health Systems - FYA						
Mental Health Systems - IMPACT						
Promesa						
WestCare Outpatient - Belmont						

Fresno County Department of Behavioral Health
Non-Drug Medi-Cal Outpatient Treatment Services
Approved Rates by Provider
Fiscal Year 2024-25

	15-Minute Unit					
	OPT	**IOT**	**Case Management**	**Recovery Services**	**Physician Consultation**	**MAT**
APPROVED MAXIMUM UOS RATE						
COUNTY APPROVED PROVIDER RATES:						
Central California Recovery						
Delta Care						
Fresno New Connections						
Kings View - Fresno						
Mental Health Systems - FYA						
Mental Health Systems - IMPACT						
Promesa						
WestCare Outpatient - Belmont						

Fresno County Department of Behavioral Health
Non-Drug Medi-Cal Outpatient Treatment Services
Approved Rates by Provider
Fiscal Year 2025-26

	15-Minute Unit					
	OPT	**IOT**	**Case Management**	**Recovery Services**	**Physician Consultation**	**MAT**
APPROVED MAXIMUM UOS RATE						
COUNTY APPROVED PROVIDER RATES:						
Central California Recovery						
Delta Care						
Fresno New Connections						
Kings View - Fresno						
Mental Health Systems - FYA						
Mental Health Systems - IMPACT						
Promesa						
WestCare Outpatient - Belmont						

Fresno County Department of Behavioral Health
Non-Drug Medi-Cal Outpatient Treatment Services
Approved Rates by Provider
Fiscal Year 2026-27

	15-Minute Unit					
	OPT	**IOT**	**Case Management**	**Recovery Services**	**Physician Consultation**	**MAT**
APPROVED MAXIMUM UOS RATE						
COUNTY APPROVED PROVIDER RATES:						
Central California Recovery						
Delta Care						
Fresno New Connections						
Kings View - Fresno						
Mental Health Systems - FYA						
Mental Health Systems - IMPACT						
Promesa						
WestCare Outpatient - Belmont						

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
ASAM Level of Care (LOC)	Tracks level of care determined at screening, assessment, and reassessment and actual LOC referred to.	sas@ fresnocountyca.gov	Submit reports by **Monday** for the previous week; ensure that reports are password protected or encrypted.	Monday			
DATAR	Provides capacity and utilization information on publicly funded SUD programs.	DHCS Webpage			5th of following month		
Monthly Status Report (MSR)	Managed care requirement. Used to monitor network adequacy standards. Provides status on DMC programs and is used to update provider directory.	sas@ fresnocountyca.gov	Template provided by DBH. • Provider shall enter information per modality. If provider offers multiple levelsof care within a modality, provider is to use the program ID with the lowest LOC (e.g., for residential, enter info under 3.1 instead of 3.5). • Providers are asked to report departing counselors via MSR as soon asthey become aware of the upcoming change.		15th of following month		
Wait List*	Provides information on length of waittime for admission into a residential program.	sas@ fresnocountyca.gov	Applicable to residential providers only		15th of following month		
Ineligible Persons Screening	Checks for clinicians' eligibility to provide services based on sanctions or exclusion status.	sas@ fresnocountyca.gov	Template provided by DBH		15th of current month		
Missed Appointments	Collects missed appointment data.	Avatar			15th of following month		
Grievance Log	DHCS requirement. Collects grievances at SUD programs.	mcare@ fresnocountyca.gov	Template provided by DBH		15th of following month		
Operational Expense Review (OER)*	Tracks provider expenses and monitors whether reported costs are allowable.	sas@ fresnocountyca.gov	Template provided by DBH		25th of following month		

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
Network Adequacy Certification Tool (NACT)	Used to monitor network adequacy standards.	sas@ fresnocountyca.gov	Template provided by DBH			Feb 1	
Culturally and Linguistically Appropriate Services (CLAS) self-assessment and CLAS plan	Used to monitor adherence to the National CLAS Standards which are intended to advance health equity, improve quality, and help eliminate health care disparities.	sas@ fresnocountyca.gov	Template provided by DBH			TBD	
Americans with Disabilities Act (ADA) self-assessment	Used to monitor compliance with legislation that prohibits discrimination against people with disabilities.	sas@ fresnocountyca.gov	Template provided by DBH			TBD	
Cost Report*	Identifies costs and charges related to program.	sas@ fresnocountyca.gov	Due annually; date set by DHCS and DBH			TBD	
Risk Assessment	Mandated questionnaire used to determine a provider's risk categoryclassification.	**Electronic copy:** sas@ fresnocountyca.gov **Hard copy:** Department of Behavioral Health Substance Use Disorder Services Attn: Fiscal Analyst 3133 N Millbrook Ave Fresno, CA 93703	Due annually; date set by DBH			TBD	

Additional Reports

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
Logic Manager	Incident reporting system	**Logic Manager**	• Providers are required to complete an online report of any incidents that compromise the health and safety of clients, employees or community members. • Reports must be submitted within 48 hours of an incident				X
Access Form	Collects timeliness data.	**Avatar**	• Complete form at the time that an individual requests SUD treatment • Instructions are posted at our SUD Services Provider Page				X
Notice of Adverse Benefit Determination (NOABD)	Managed care requirement. NOABD letters provide information to Medi-Cal persons served about their appeal rights and other rights under the Medi-Cal program.	**mcare@ fresnocountyca.gov**	• Timeframes vary. Refer to MHSUDS IN #18-010E: https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx • Templates provided by DBH, available at the Provider page: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers				X

*Excluding NTP-only Providers

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

CONTRACTOR(S) understand that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records Management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below.

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
General Users					
Avatar Named User Hosting (per active user per month; every Avatar "active" log on ID is a named user)	$37.00	$37.00	$37.00	$37.00	$37.00
Avatar Named User Maintenance* (per active user per month)	$14.00	$14.00	$14.00	$14.00	$14.00
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	$4.66	$4.66	$4.66	$4.66	$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	$104.00	$104.00	$104.00	$104.00	$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	$8.00	$8.00	$8.00	$8.00	$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	$13.00	$13.00	$13.00	$13.00	$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	$10.00	$10.00	$10.00	$10.00	$10.00
ProviderConnect Users					
Individual Subscription[1] (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	$41.25	$41.25	$41.25	$41.25	$41.25

Should CONTRACTOR(S) choose not to utilize NetSmart's Avatar for its Electronic Health Records management, CONTRACTOR(S) will be responsible for obtaining its own system for Electronic Health Records management.

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*Annual Maintenance increases by 3% each FY on July 1st.

~~[1]Includes 100 faxed pages per month. An additional fee of $0.20 per faxed page will apply thereafter.~~

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
    - 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 a federal or state antitrust statute;
    - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
    - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit, Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (http://sam.gov); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Date: _____

_____ _____
(Printed Name & Title) (Name of Agency or Company)

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of clients, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, your responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is addition information you need to report that you are unable to add in Logic Manager.
- Contact DBHIncidentReporting@fresnocountyca.gov if you have any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

The link will take you to reporting screen and you may begin your incident submission:

fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

LogicManager

Incident Report

Please complete this form

Client Information

Name of Facility*
Select option

Name of Reporting Party*
Enter text

Facility Address*
Enter text

Facility Phone Number*
Enter text

Mental Health or Substance Use Disorder Program?*
Select option

Client First Name*
Enter text

Client Last Name*
Enter text

fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Enter text

Client Date of Birth
mm/dd/yyyy

Client Address
Enter text

Client ID
Enter text

Gender*
Select option

County of Origin*
Select option

Summary

Subject
Enter text

Incident (check all that apply)*
Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):
Enter text

Description of the incident*
Enter text

Similar to the paper version, you can select multiple incident categories.

Enter text

Incident (check all that apply)*

Medical Emergency ✕ Death of Client ✕

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

Enter text

Location of Incident*

Enter text

Key People Directly Involved in Incident (witnesses, staff)*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

Add File or Drop File Here

Reported By Name*

Enter text

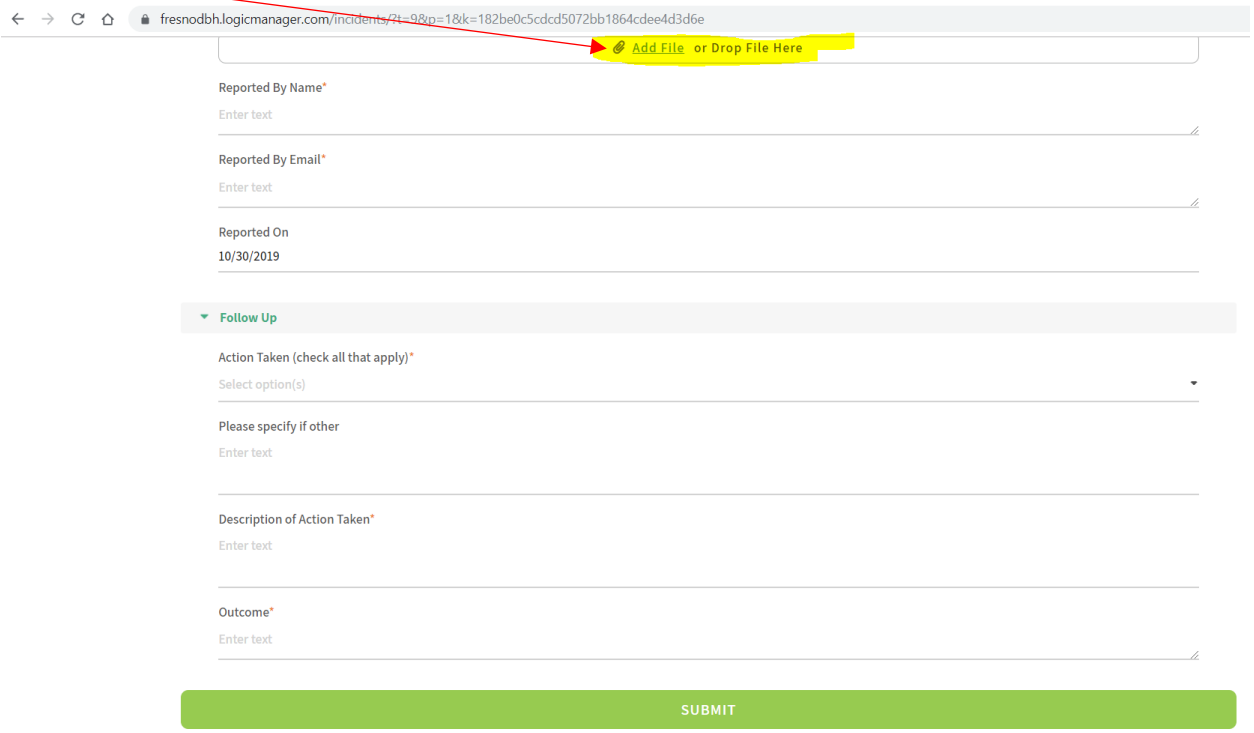
Reported By Email*

Enter text

Reported On

10/30/2019

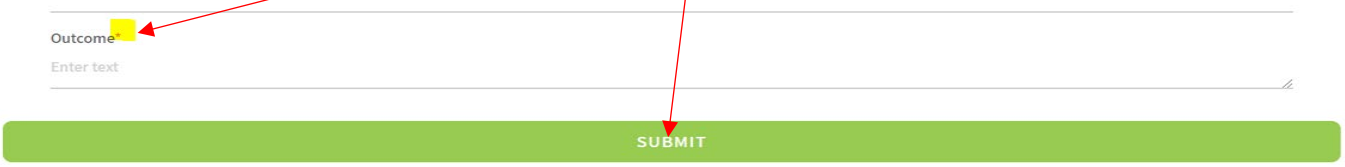
As another bonus feature, you can either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.



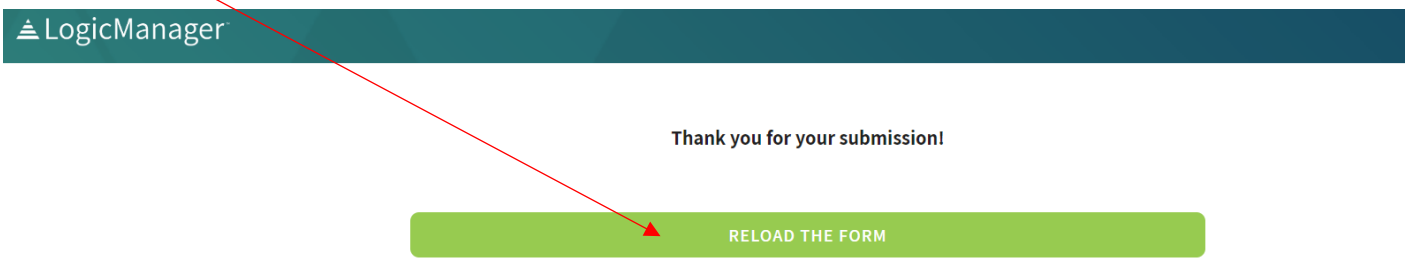
Similar to the paper version, you can select multiple Action Taken categories.

When you are done entering all information simply click submit.

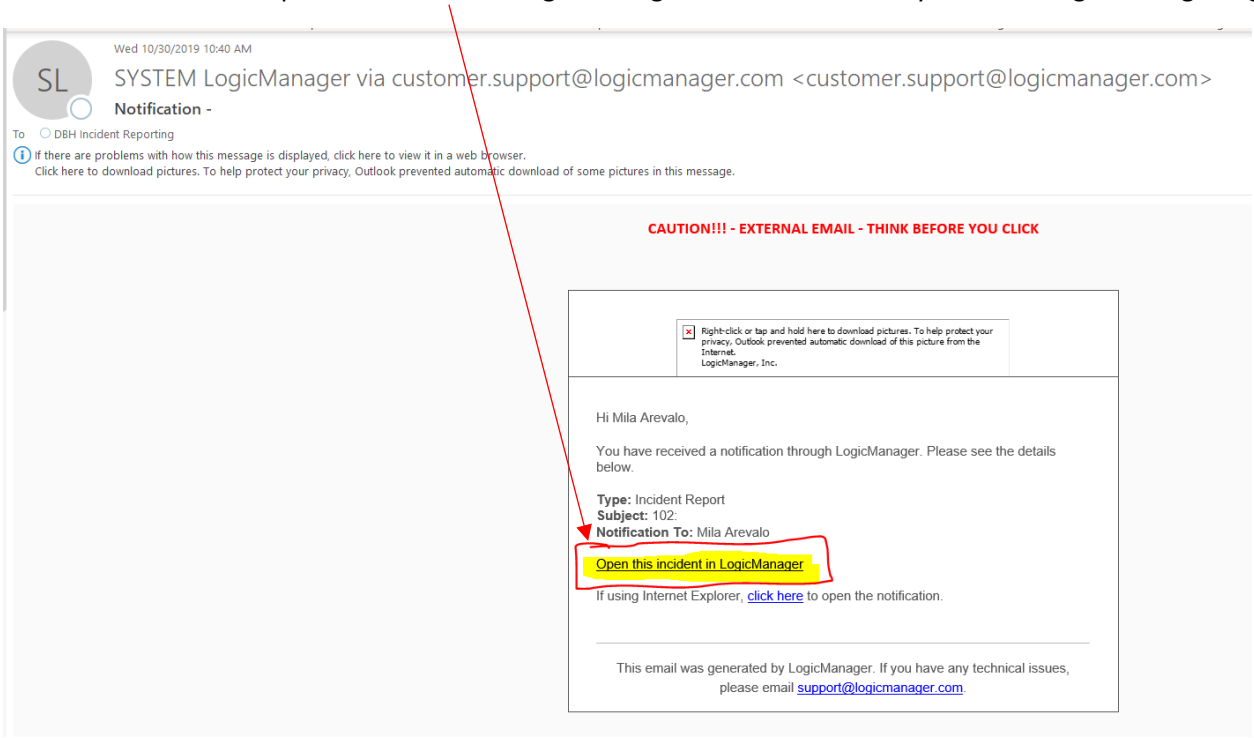
Any fields that have a red asterisk require information and will prevent you from submitting the form.



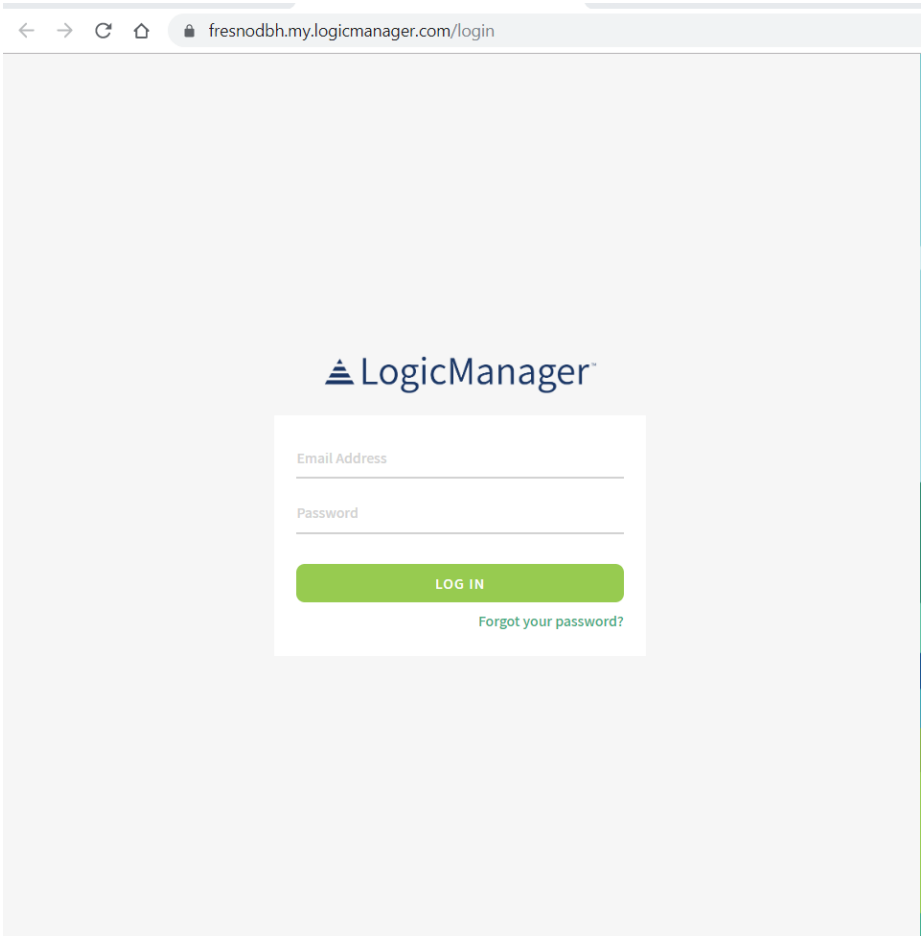
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. You can click "Reload the Form" to submit another incident.



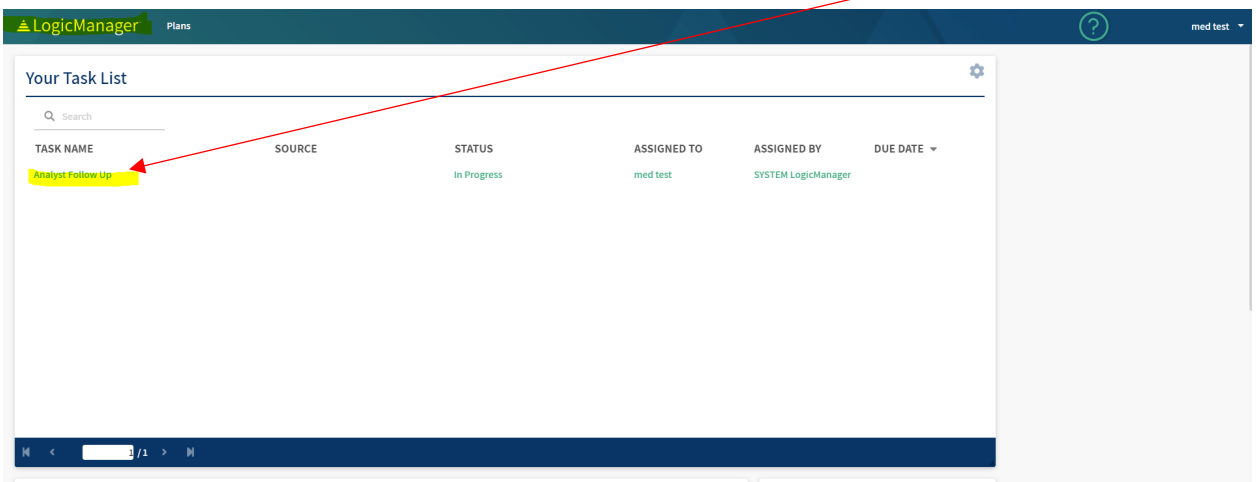
You will receive a Notification email when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and this will take you to the Logic Manager login screen.



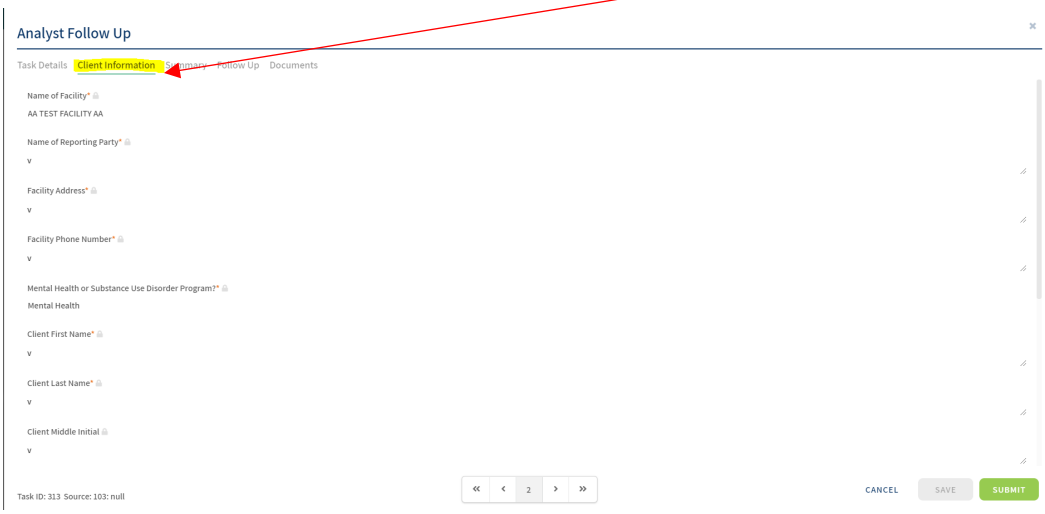
Enter in your email address and password. First time users will be prompted to set up a password.



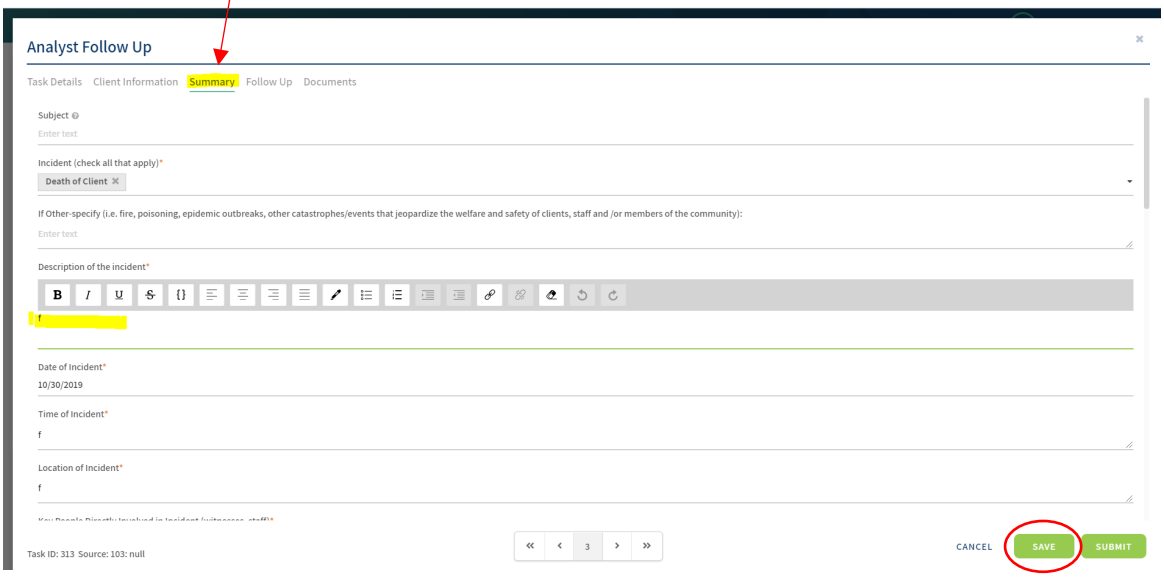
Once you log in, the main screen will show your task (incidents to review). Click on analyst/supervisor follow up to view the incident.



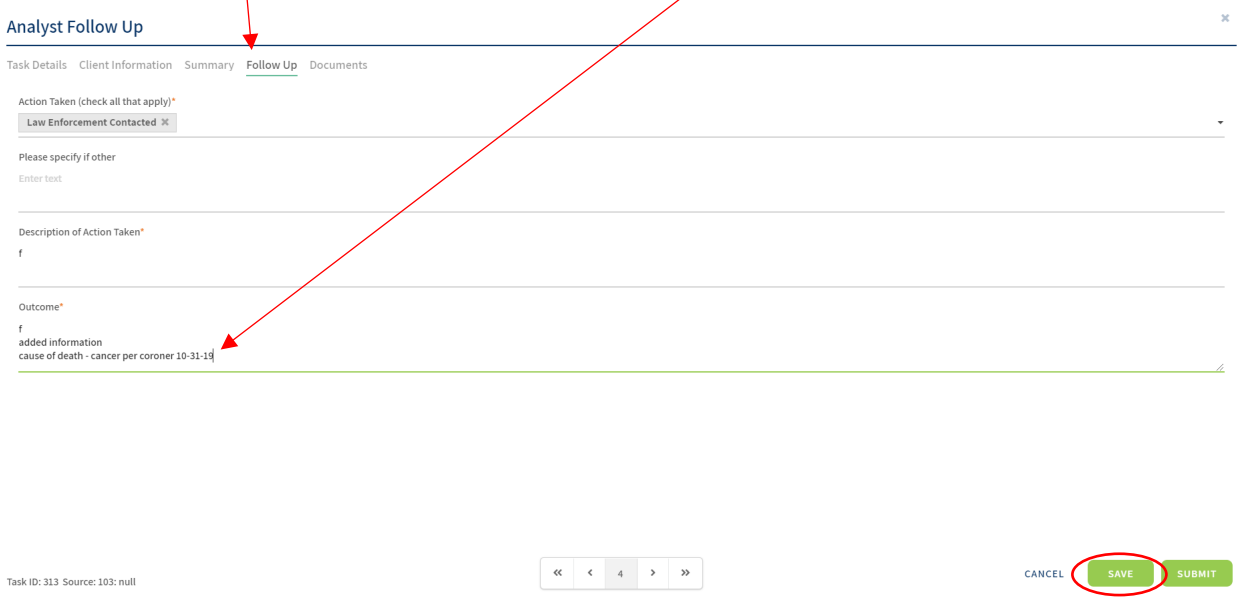
This screen below will then pop up. There are 5 tabs to navigate through. ***Client information*** will show you the client and facility information. No edits can be made to this section.



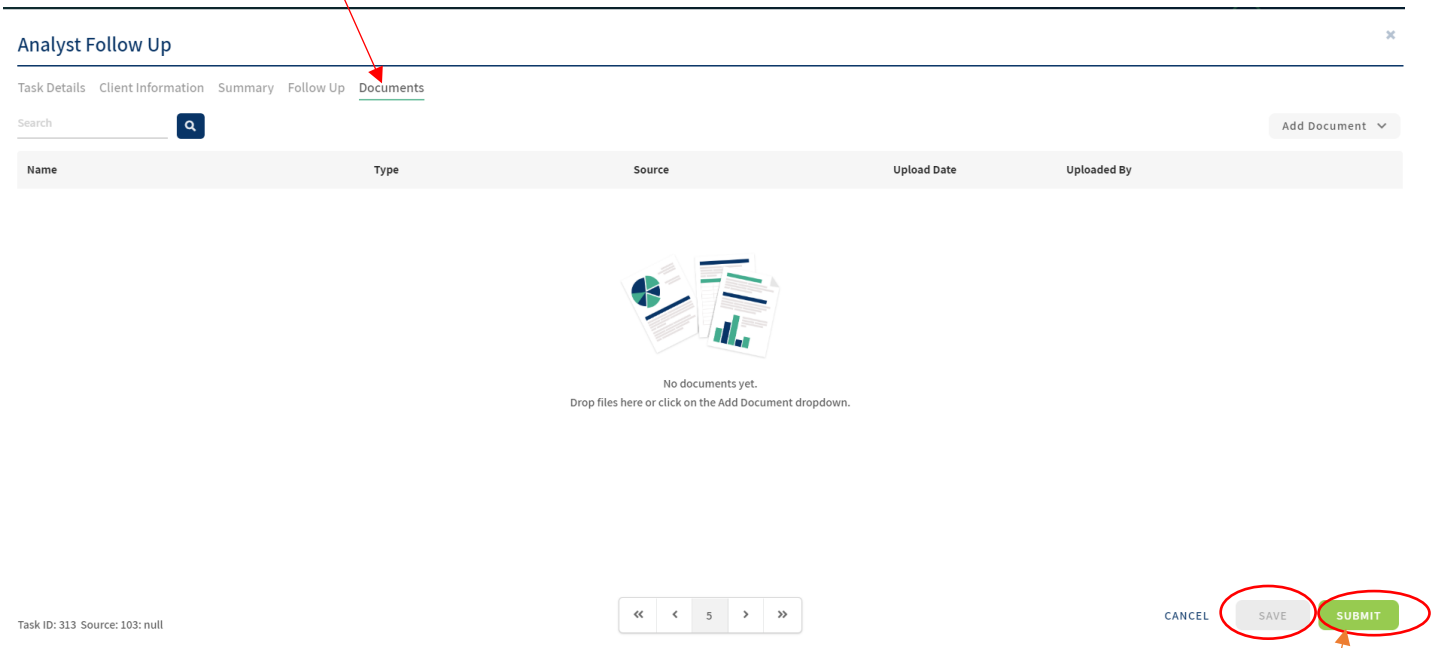
The next tab is ***Summary***: This section can be edited. You can add on to the areas below or make corrections to these fields. Be sure to click *SAVE* when you made edits. Then *Cancel* to exit out of the incident.



The next tab is ***Follow up***: This section can be edited. You can add on to the areas below or make corrections to these fields. Be sure to click *SAVE* when you made edits. Then *Cancel* to Exit out of the incident.



The next tab is **<u>Documents</u>**: You can view and add attachments to the incident. Be sure to click *SAVE* when adding documents. Then *Cancel* to Exit out of the incident.



If all tasks are followed up with and the incident no longer needs further review/information, you will click *SUBMIT*. Once you click Submit the incident will be removed from your task list and no further edits can be made. Notice the *SUBMIT* button is on every tab.

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____ County in the use of an electronic signature in _____ County.

The undersigned understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

- I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement.
- I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.
- I will use my electronic signature to establish my identity and sign electronic documents and forms.
- I am solely responsible for protecting my electronic signature.
- If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Alcohol and Drug Administrator or his/her designee and request that my electronic signature be revoked.
- I will then immediately cease all use of my electronic signature.
- I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.
- I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way.
- I understand that I may also request revocation at any time for any other reason.
- If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.
- I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor Signature _____ Date _____

Requestor Printed Name _____

Approver Signature _____ Date _____

Title _____

FRESNO COUNTY BEHAVIORAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of behavioral health services. Behavioral health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for behavioral health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, beneficiaries, and other behavioral health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other behavioral health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable

law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.

10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that beneficiaries receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

5. Organizations must provide to beneficiaries in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

6. Organizations must assure the competence of language assistance provided to limited English proficient beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).

7. Organizations must make available easily understood beneficiary-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.

10. Organizations must ensure that data on the individual beneficiary's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.

11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and beneficiary involvement in designing and implementing CLAS-related activities.

13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by beneficiaries.

14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.

15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

_____ _____
SIGNATURE DATE

0980fadx

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity		D/B/A		
Address (number, street)		City	State	ZIP Code
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number	Telephone Number ( )		

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

	YES	NO
A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?	❒	❒
B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?	❒	❒
C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)	❒	❒

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses (primary, every business location, and P.O. Box address) under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	DOB	ADDRESS	EIN

B. Type of entity: ❒ Sole proprietorship ❒ Partnership ❒ Corporation ❒ Unincorporated Associations ❒ Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ❒ ❒

NAME	DOB	ADDRESS	PROVIDER

	YES	NO
IV. A. Has there been a change in ownership or control within the last year? ..... If yes, give date. _____	❒	❒
B. Do you anticipate any change of ownership or control within the year?..... If yes, when? _____	❒	❒
C. Do you anticipate filing for bankruptcy within the year?..... If yes, when? _____	❒	❒
V. Is the facility operated by a management company or leased in whole or part by another organization?..... If yes, give date of change in operations. _____	❒	❒
VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....	❒	❒
VII. A. Is this facility chain affiliated? ..... (If yes, list name, address of corporation, and EIN.)	❒	❒

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain? (If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must beds in the facility now and the previous be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.