

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor listed in Exhibit A “Non-DMC Residential Treatment Vendor List”, attached and incorporated by this reference, collectively referred to as “Contractor”, and such additional Contractor as may, from time to time during the term of the Agreement, be added by County, and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. County is authorized through its Substance Abuse Block Grant (SABG) Application with the California Department of Health Care Services (“DHCS” or “State”) to subcontract for Residential Substance Use Disorder (SUD) treatment services in Fresno County; and

B. 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

C. Contractors are certified by the State to provide services required by the County, pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Work.** The Contractor shall perform all of the services provided in Exhibit B to this Agreement, titled “Non-DMC Residential Treatment Scope of Work.”

Contractor shall fulfill all the responsibilities of providing non-Drug Medi-Cal Residential treatment to adult and adolescent perinatal and non-perinatal persons served of Fresno County at State certified locations to all eligible persons served of Fresno County, as identified in this Agreement, including all Exhibits, incorporated by reference and made part of this Agreement.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1        1.3    **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
2 applicable federal, state, and local laws and regulations in the performance of its obligations  
3 under this Agreement, including but not limited to workers compensation, labor, and  
4 confidentiality laws and regulations.

5                Contractor shall comply with all applicable rules and regulations set forth in CCR  
6 Titles 9 and 22, and California Health and Safety Code §11750 et seq., except for regulations  
7 waived by the Centers for Medicare and Medicaid Services

8        1.4    **Guiding Principles of Care Delivery.** Contractor shall align program, services, and  
9 practices with the vision and mission within Exhibit C, DBH Guiding Principles of Care Delivery,  
10 attached and incorporated by this reference. Contractor may be required to utilize and integrate  
11 any such clinical tools determined by DBH to be beneficial to persons served at DBH's  
12 discretion.

13        1.5    **Behavioral Health Compliance Program.** Contractor shall comply with all  
14 requirements of the Fresno County Behavioral Health Compliance Program Code of Conduct  
15 and Ethics, as set forth in Exhibit D. Within thirty (30) days of entering into this Agreement with  
16 the County, new Contractors shall have all employees, agents and subcontractors providing  
17 services under this Agreement complete General Compliance training and certify in writing, that  
18 they have received, read, understood, and shall abide by the requirements set forth in Exhibit D.  
19 Contractor shall ensure that within thirty (30) days of hire, all new employees, agents and  
20 subcontractors providing services under this Agreement complete General compliance training  
21 and certify in writing that they have received, read, understood, and shall abide by the  
22 requirements set forth in Exhibit D.

23                (A) Contractor will require all employees, agents and subcontractors providing  
24 services under this Agreement to complete General Compliance training annually  
25 thereafter and appropriate employees, agents and subcontractors shall complete  
26 Substance Use Disorder Documentation Billing or billing/reimbursement training.

27                Contractor understands that the promotion of and adherence to such requirements is an  
28

1 element in evaluating the performance of Contractor and its employees, agents, and  
2 subcontractors.

3 (B) Contractor's employees, agents and subcontractors will submit written  
4 certifications upon completion of General Compliance training to the County's  
5 Compliance Officer.

6 (C) Contractor and its employees, agents and subcontractors will promptly report any  
7 suspected violation(s) of the Code of Conduct and Ethics or report any activity that they  
8 believe may violate the standards of the Compliance Program through the DBH  
9 Compliance Hotline: (888) 262-4174.

10 (D) Contractor agrees to reimburse County for the entire cost of any penalty imposed  
11 upon County by the Federal Government as a result of Contractor's violation of the  
12 terms of this Agreement.

13 1.6 **Employee Assistance.** Employees involved in a crisis incident should be offered  
14 appropriate Employee Assistance Program (EAP) or similar related wellness and recovery  
15 assistance. In conjunction with the County DBH's Guiding Principles of Care Delivery and  
16 wellness of the workforce, Contractor shall align their practices around this vision and ensure  
17 needed debriefing services are offered to all employees involved in a crisis incident. Employees  
18 shall be afforded all services to strengthen their recovery and wellness related to the crisis  
19 incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce  
20 wellness shall be submitted to the County's DBH.

21 1.7 **Timely Access.** Contractor must complete requests for service for all persons  
22 served (including persons served referred by Drug Court or Probation) within timeframes  
23 specified below from initial contact:

24 (A) Residential treatment within ten (10) business days.

25 Contractors shall comply with the reporting requirements of Court or Probation  
26 relating to person served status change and treatment progress if an appropriate Release of  
27 Information (ROI) is in place.

1       1.8     **SABG Specific Requirements.** Contractor shall comply with the requirements  
2 stated within the SABG Application as listed in Exhibit E, SABG Specific Requirements,  
3 attached and made available by the Department of Behavioral Health (DBH) at the following  
4 web address and by this reference incorporated herein:

5     [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)  
6 [providers/substance-use-disorder-providers](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”  
7 and County is referred to therein as Contractor.

8       1.9     **Licensing-Certificates.** Throughout each term of this Agreement, Contractor and  
9 Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers  
10 and exemptions necessary for the provision of the services hereunder and required by the laws  
11 and regulations of the United States of America, State of California, the County of Fresno, and  
12 any other applicable governmental agencies. Contractor shall notify County immediately in  
13 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers  
14 and exemptions irrespective of the pendency of any appeal related thereto. Contractor and  
15 Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or  
16 be hereafter changed.

17       1.10    **Residential AOD Certification.** County requires Contractors of residential alcohol  
18 and Other Substance Use Disorder treatment services to obtain the California DHCS Alcohol  
19 and Other Drug (AOD) Program Certification, including the program’s American Society of  
20 Addiction Medicine (ASAM) level of care designation or certification. Contractor shall maintain a  
21 current AOD Certification during the term of this Agreement. County shall terminate a Contractor  
22 from this Agreement immediately in the event any of the following occurs:

23               (A) Contractor fails to submit to the County a copy of the AOD Certification within  
24               thirty (30) days after being approved by the DHCS, or

25               (B) Certification is not maintained throughout the Agreement term.

26       1.11    **Perinatal Services.** Contractor shall comply with the perinatal program requirements  
27 as outlined in the current version of the Perinatal Practices Guidelines as available online at:  
28 <https://www.dhca.ca.gov/individuals/Pages/Perinatal-Services.aspx> and by this reference

1 incorporated herein, until such time new Perinatal Practice Guidelines are updated and adopted.  
2 No formal amendment of this Agreement is required for new guidelines to apply.

3       1.12    **Adolescent Best Practices Guidelines.** Contractor must offer adolescent services  
4 in accordance with the Adolescent Best Practices Guidelines which can be found at:

5 [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/Adol](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/Adol)  
6 [BestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/Adol)

7       1.13    **Perinatal and Youth Mandates.** Contractor shall comply with federal and state  
8 mandates to provide alcohol and other drug treatment services deemed medically necessary for  
9 Medi-Cal eligible (1) pregnant and postpartum women and (2) youth under age 21 who are  
10 eligible under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program.

11       1.14    **Evidence-Based Practices.** Contractor shall implement Motivational Interviewing  
12 and at least two additional Evidence-Based Practices (EBPs) per modality from the following:  
13 Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-  
14 Education.

15       1.15    **Provider Manual.** Contractor shall comply with the Fresno County Substance Use  
16 Disorder (FCSUD) Provider Manual, hereinafter referred to as the “Provider Manual” and by this  
17 reference incorporated herein, available by DBH at the following web address:

18 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)  
19 [providers/substance-use-disorder-providers](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

20 required for changes to the Provider Manual to apply.

21       1.16    **Complaints.** Contractor shall log complaints and the disposition of all complaints  
22 from a person served or a person served’s family. Contractor shall provide a summary of the  
23 complaint log entries concerning County-sponsored persons served to County at monthly  
24 intervals by the fifteenth (15<sup>th</sup>) day of the following month, in a format that is mutually agreed  
25 upon. Contractor shall post signs informing persons served of their right to file a complaint or  
26 grievance. Contractor shall notify County of all incidents reportable to state licensing bodies that  
27 affect County persons served withing twenty-four (24) hours of receipt of a complaint.  
28

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

5           1.17   **Evaluation – Monitoring.** Contractor shall participate in a review of the program at  
6 least yearly or more frequently, or as needed, at the discretion of County. The Contractor  
7 agrees to supply all information requested by the County, DHCS, and/or the subcontractor of  
8 County or DHCS during the program evaluation, monitoring and/or review.

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

15                   Monitoring and evaluation activities will include, but are not limited to, program  
16 documentation reviews such as clinical chart and group sign-in sheets, a review of personnel  
17 files, a facility walkthrough and a contract compliance desk review. Monitoring may be  
18 conducted in-person, virtually or a combination thereof.

19                   Evaluation and monitoring expectations are further described in Section 2 of Exhibit  
20 E to this Agreement.

21                   County shall recapture from Contractor the value of any services or other  
22 expenditures determined to be ineligible based on the County or State monitoring results.

23           1.18   **Subcontracts.** Contractor shall be required to assume full responsibility for all  
24 services and activity covered by this Agreement, whether or not Contractor is providing services  
25 directly. Further, Contractor shall be the sole point of contact with regard to contractual matters,  
26 including payment of any and all charges resulting from this Agreement.

27                   (A) If Contractor should propose to subcontract with one or more third parties to  
28 carry out a portion of services covered by this Agreement, any such subcontract shall be

1 in writing and approved as to form and content by County's DBH Director, or his or her  
2 designee, prior to execution and implementation. County's DBH Director, or his or her  
3 designee, shall have the right to reject any such proposed subcontract.

4 (B) Any such subcontract together with all activities by or caused by Contractor shall  
5 not require compensation greater than the total budget contained herein.

6 (C) An executed copy of any such subcontract shall be received by County before  
7 any implementation and shall be retained by County. Contractor shall be responsible to  
8 County for the proper performance of any subcontractor. Any subcontractor shall be  
9 subject to the same terms and conditions that Contractor is subject to under this  
10 Agreement, including, without limitation, the licensing, certification, privacy, data security  
11 and confidentiality requirements set forth herein, and include the applicable provisions of  
12 42 C.F.R. § 438.230.

13 **1.19 Physical Health Medicine.** It is expressly recognized that Contractor cannot engage  
14 in the practice of physical health medicine. If any medical services outside of the scope of the  
15 Contractor's medical director are provided in connection with the services under this Agreement,  
16 such medical services shall be performed by an independent contract physician. In this  
17 instance, the requirements of the Confidential Medical Information Act (Civil Code 56 et seq.)  
18 shall be met.

19 If Contractor hires an independent contract physician, Contractor shall require and  
20 ensure that such independent contracted physician carries Professional Liability (Medical  
21 Malpractice) Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per  
22 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

27 **1.20 Quality Improvement.** Contractors shall participate in ongoing quality assessment  
28 and performance improvement programs (PIPs) consistent with requirements contained within

1 the DMC Intergovernmental Agreement that focus on both clinical and nonclinical areas. Each  
2 performance improvement project shall be designed to achieve significant improvement,  
3 sustained over time, in health outcomes and satisfaction of persons served. All performance  
4 improvement projects shall contain the following elements:

5 (A) Measurement of performance using objective quality indicators;

6 (B) Implementation of interventions to achieve improvement in the access to and  
7 quality of care;

8 (C) Evaluation of the effectiveness of the interventions based on the performance  
9 measures; and

10 (D) Planning and initiation of activities for increasing or sustaining improvement.

11 Contractor shall report the status and result of each PIP to County as requested,  
12 within the timeframe specified by County.

13 County shall establish a QI Committee to review the quality of SUD treatment  
14 services provided to persons served. The QI Committee shall recommend policy decisions;  
15 review and evaluate the results of QI activities, including performance improvement projects;  
16 institute needed QI actions; ensure follow-up of QI processes; and document QI Committee  
17 meeting minutes regarding decisions and actions taken. Contractor shall actively participate in  
18 quality improvement trainings, meetings, and committees on an as needed basis.

19 1.21 **Electronic Health Record.** Contractor may opt into maintain its records in County  
20 electronic health record (EHR) system. Contractor must meet the minimum system  
21 requirements in accordance with Exhibit F, SmartCare Software and Hardware Requirements.  
22 At a minimum, Contractor shall, at its own cost, have a computer system compatible with  
23 County's current billing and EHR system for the provision of submitting information required  
24 under the terms and conditions of this Agreement.

25 Contractors that maintain their own EHR must obtain certification from the Office of  
26 the National Coordinator for Health Information Technology (ONC) Health IT Certification  
27 Program (Certification Program) or an ONC-Authorized Certification Body (ONC-  
28 ACB). Additionally, Contractor shall maintain their certification in compliance with the

1 requirements outlined in the Conditions and Maintenance of Certification, available at:  
2 <https://www.healthit.gov/topic/certification-ehrs/conditions-maintenance-certification>. Contractor  
3 shall ensure all employees who use an EHR sign an Electronic Signature Agreement (See  
4 sample, Exhibit G) and maintain a copy in the employee's personnel file.

5 Contractor shall complete billing and EHR data entry as follows: initial contact, when  
6 applicable; first offered appointment, when applicable; admissions; California Outcomes  
7 Measurement System (CalOMS) reporting; American Society of Addiction Medicine (ASAM)  
8 level of care reporting; discharge; and no show/missed appointments and referrals.

9 **1.22 Prohibition on Publicity.** None of the funds, materials, property or services  
10 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,  
11 fundraising, or publicity (i.e, purchasing of tickets/tables silent auction donations, etc.) for the  
12 purpose of self-promotion. Notwithstanding the above, publicity of the services described in the  
13 Exhibit B, Non-DMC Residential Treatment Scope of Work, of this Agreement shall be allowed  
14 as necessary to raise public awareness about the availability of such specific services when  
15 approved in advance by the DBH Director, or his or her designee, and at a cost to be provided  
16 for such items as written/printed materials, the use of media (i.e., radio, television, newspapers)  
17 and any other related expenses.

18 **1.23 Community Events.** Contractor shall notify County at least thirty (30) days in  
19 advance of any community event of which Contractor is the primary organizer. Contractor shall  
20 disclose and supply County with all written/printed materials and media used in the marketing  
21 and operation of the event. Contractor shall provide all materials to County at least two weeks  
22 prior to the date of the event. County reserves the right to review and approve all Contractor  
23 submitted materials.

24 **1.24 Public Information.** Contractor shall disclose its funding source in all public  
25 information. Communication products must follow DBH graphic standards, including typefaces  
26 and colors, to communicate DBH's authority and project a unified brand. This includes all media  
27 types and channels and all materials on and offline that are created as part of DBH's efforts to  
28

1 provide information to the public. Communication products must include a funding  
2 acknowledgement determined by the level of funding provided by DBH as follows:

3 (A) A program of Fresno County Department of Behavioral Health (100% funded);

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

6 (C) Funded, in part, by Fresno County Department of Behavioral Health (less than  
7 50% funded; and

8 (D) A partnership, with funding by Fresno County Department of Behavioral Health  
9 (any funding amount).

10 1.25 **Meetings.** Contractor's staff will be required to attend regularly occurring meetings  
11 including Diversity, Equity and Inclusion Committee and All-Provider Meetings and trainings on  
12 an as-needed basis, which includes but is not limited to, trainings related to SUD treatment,  
13 fiscal processes, EHR, cultural competency, compliance, quality improvement and reporting  
14 requirements. For minimum training requirements refer to the Fresno County SUD Annual  
15 Training Plan available on the provider webpage at:

16 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-  
17 providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)

18 Contractor shall ensure staff, including all subcontracted staff providing or  
19 administering the SUD services are trained on the compliance requirements of applicable  
20 statutes regulations and relevant Behavioral Health Information Notices (BHINs) prior to the  
21 delivery of services.

22 1.26 **Staff Training Requirements.** Contractor shall document training on the SUD  
23 Annual Provider Training Plan which is to be maintained in the personnel files.

24 (A) Licensed Practitioners of the Healing Arts (LPHAs) must complete 5 Continuing  
25 Education Units (CEUs) in addiction annually.

26 (B) Medical Directors and Physicians must complete 5 Continuing Medical Education  
27 Units related to addiction treatment annually.

1 (C) Contractor shall ensure all registered or certified staff administering services  
2 meet California State education, training and work experience requirements set forth in  
3 the Counselor Certification Regulations, Cal Code Regs, Title 9, Division 4, Chapter 8  
4 and have completed ASAM foundational training.

5 (D) Contractor shall ensure that all personnel who provide withdrawal management  
6 (WM) services or who monitor or supervise the provision of such services shall meet  
7 additional state-mandated training requirements:

8 (1) Six (6) hours of orientation training that covers the needs of persons served  
9 who receive WM services;

10 (2) Repeating the orientation training fourteen (14) calendar days of return if staff  
11 is returning to work after a break in employment of more than 180 consecutive  
12 calendar days; and

13 (3) On an annual basis, completing eight (8) hours of training that covers the  
14 needs of persons served who receive WM services.

15 In addition, Contractor shall ensure all staff complete trainings in accordance with the  
16 Fresno County SUD Annual Training Plan, as amended from time to time. These trainings  
17 include but are not limited to: Compliance; HIPAA; Cultural Competency; Ethics &  
18 Confidentiality; 42 CFR Part 2; Billing and Documentation; Evidence-Based Practices; Narcan  
19 Administration; and Medication Assisted Treatment.

20 1.27 **Change to Program or Leadership/Management.** Contractor shall notify County in  
21 writing of any change in organizational name, Head of Service or principal business at least 15  
22 business days in advance of the change.

23 Contractor must immediately notify County of a change in operational status,  
24 including ownership, licensure, registration, certification, ability to provide the quantity or quality  
25 of contracted services timely, or if the approval to operate a SUD program or provide a covered  
26 service is revoked, suspended, modified, or not renewed by entities other than DHCS.

27 Such notification shall include any new leader or manager's name, address and  
28 qualifications. "Leadership or management" shall include any employee, member, or owner of

1 Contractor who either a) directs individuals providing services pursuant to this Agreement; b)  
2 exercises control over the manner in which services are provided; or c) has authority over  
3 Contractor's finances.

4 1.28 **Reports.** Contractors shall submit all information and data required by County and  
5 State in accordance with Exhibit H – Provider Reporting Requirements, incorporated in this  
6 Agreement and also available on the DBH webpage at:

7 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)  
8 [providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). Reporting requirements may be revised

9 periodically to reflect changes to State-mandated reporting. Contractors that are not in  
10 compliance with reporting deadlines are subject to payment withholding until reporting  
11 compliance is achieved. Reporting requirements include, but are not limited to, the following:

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

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

21 (C) ASAM Level of Care (LOC) – Submit ASAM LOC data in a format determined by  
22 DBH, on a schedule as determined by the County which complies with State requirements;

23 (D) Access and Timeliness Information – Contractor shall enter access information  
24 into County’s EHR at time of first contact with person served;

25 (E) Ineligible Person Screening Report – Format provided by County DBH and due  
26 by the fifteenth (15<sup>th</sup>) day of each month to comply with State requirements;

27 (F) LogicManager Incident Reporting – As needed, when incidents occur and as  
28 instructed in Exhibit I, Protocol for Completion of Incident Report.

1 (G) Monthly Status Report – Format provided by County DBH and due by the fifteen  
2 (15<sup>th</sup>) day of each month;

3 (H) Wait list – Required by residential providers only and due by the fifteen (15<sup>th</sup>) day  
4 of each month;

5 (I) Grievance Log – Due by the fifteen (15<sup>th</sup>) day of each month;

6 (J) Missed Appointments – Contractor shall enter all missed appointments into  
7 County's EHR by the fifteenth (15<sup>th</sup>) of the following month;

8 (K) Cultural Competency Survey – Completed semi-annually in a format to be  
9 determined by DBH;

10 (L) Americans with Disabilities (ADA) – Annually, upon request by County DBH,  
11 Contractor shall complete an ADA Accessibility Certification and Self-Assessment, including  
12 Implementation Plan, for each service location;

13 (M) Culturally and Linguistically Appropriate Services (CLAS) – Annually, upon  
14 request by County DBH, Contractor shall complete an agency CLAS survey in a format  
15 determined by County DBH and shall submit a CLAS Self-Assessment, including an  
16 Implementation Plan;

17 (N) Risk Assessment – Annually, upon request by County DBH, Contractor shall  
18 submit a Risk Assessment on a form and in a format to be provided by DBH. The Assessment  
19 must be submitted to the County in hard copy as well as electronically by the due date set by  
20 County;

21 (O) Network Adequacy Certification Tool (NACT) – Annually, upon request,  
22 Contractor shall submit NACT data as requested by County DBH;

23 (P) Cost Reports – On an annual basis for each fiscal year ending June 30<sup>th</sup> non-  
24 DMC Contractor shall submit a complete and accurate detailed cost report. Cost reports must  
25 be submitted to the County as a hard copy with a signed cover letter and an electronic copy by  
26 the due date. Submittal must also include any requested support documents such as general  
27 ledgers and detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated  
28

1 both within programs, if provider has multiple funding sources (e.g. DMC and SABG), and  
2 between programs, if Contractor provides multiple SUD treatment modalities.

3 Contractor shall maintain general ledgers that reflect the original transaction  
4 amounts where each entry in their accounting records represents one-hundred percent (100%)  
5 of the total transaction cost and can be supported with the original source documentation (i.e.  
6 receipts, bills, invoices, payroll registers, etc.). Bank statements reflecting purchases are not  
7 original source documents and will not be accepted as such. All costs found to not be supported  
8 by original source documentation will be disallowed. Total unallowable costs shall be allocated  
9 their percentage share of the indirect Costs along with the Contractor's direct costs. All reports  
10 submitted by Contractor to County must be typewritten.

11 County will issue instructions for completion and submittal of the annual cost  
12 report, including the relevant cost report template(s) and due dates within forty-five (45) days of  
13 each fiscal year end. All cost reports must be prepared in accordance with Generally Accepted  
14 Accounting Principles. Unallowable costs such as those denoted in 2 CFR 200 Subpart E, Cost  
15 Principles, 41 U.S.C. 4304, and the Center for Medicare and Medicaid Studies (CMS) Provider  
16 Reimbursement Manual (PRM) 15-1, must not be included as an allowable cost on the cost  
17 report and all invoices. Unallowable costs must be kept in the provider's General Ledger in  
18 accounts entitled Unallowable followed by name of the account (e.g. Unallowable – Food) or in  
19 some other appropriate form of segregation in the provider's accounting records. For further  
20 information on unallowable costs refer to regulations provided above. Once the cost reports  
21 have been approved by the County, originally-executed signed certification pages attesting to  
22 the accuracy of the information contained in cost reports shall be submitted to the County.

23 Contractors with multiple agreements for the same service provided at the same  
24 location where at least one of the Agreements is funded through DMC and the other funding is  
25 other federal or county realignment funding will be required to complete cost reports for the non-  
26 DMC agreement. Such Agreements will be settled for actual allowable costs in accordance with  
27 Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social  
28 Security Act; Title 22, and the State's Medicaid Plan not to exceed the lesser of actual costs or

1 contract maximum. Within forty-five (45) days of the reconciliation by County, Contractor shall  
2 make payment to County or County shall reimburse Contractor as appropriate.

3           During the term of this Agreement and thereafter, County and Contractor agree  
4 to settle dollar amounts disallowed or settled in accordance with DHCS and County audit  
5 settlement findings.

6           In the event that Contractor fails to provide such reports or other information  
7 required hereunder, it shall be deemed sufficient cause for the County to withhold monthly  
8 payments until there is compliance. In addition, the Contractor shall provide written notification  
9 and explanation to the County within fifteen (15) days of any funds received from another  
10 source to conduct the same services covered by this Agreement.

11       1.29   **Records Establishment and Maintenance.** Contractor shall establish and maintain  
12 records in accordance with State and Federal rules and regulations in addition to those  
13 requirements prescribed by County with respect to all matters covered by this Agreement. Except  
14 as otherwise authorized by County, Contractor shall retain all other records for a period of ten (10)  
15 years or from the date of completion of any audit, whichever is later.

16       1.30   **Documentation.** Contractor shall maintain adequate records in sufficient detail to  
17 make possible an evaluation of services and contain all the data necessary in reporting to the  
18 State of California and/or Federal agency. All persons served records shall be maintained  
19 pursuant to applicable State of California and Federal requirements concerning confidentiality.  
20 In the event of contract termination or expiration, all original copies of clinical records, including  
21 clinical charts, group sign-in sheets, and fiscal records, including original receipts, for a period of  
22 ten (10) years shall be delivered to County.

23       1.31   **Person Served Confidentiality.** Contractor shall conform to and County shall  
24 monitor compliance with all State and Federal statutes and regulations regarding confidentiality,  
25 including but not limited to confidentiality of information requirements of 42 CFR § 2.1 et seq.,  
26 Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977  
27 and 11812, Civil Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

1 **Article 2**

2 **Compensation, Invoices, and Payments**

3 2.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
4 the performance of its services under this Agreement as described in Exhibit J to this  
5 Agreement, titled "Non-DMC Residential/Withdrawal Management Treatment Compensation."  
6 In no event shall services performed under this Agreement be in excess of reimbursement rates  
7 during the term of this Agreement as periodically updated.

8 2.2 **Maximum Compensation.** The maximum compensation payable to the Contractors  
9 under this Agreement is Ten Million Five Hundred Eighty-Five Thousand Two Hundred Fifty-  
10 Two Dollars and No/100 (\$10,585,252.00).

11 The maximum compensation payable to Contractors under this Agreement for the  
12 period of July 1, 2023 through June 30, 2024 shall not exceed Two Million Six Hundred Forty-  
13 Six Thousand Three Hundred Thirteen Dollars and No/100 (\$2,646,313.00).

14 The maximum compensation payable to Contractors under this Agreement for the  
15 period of July 1 2024 through June 30, 2025 shall not exceed Two Million Six Hundred Forty-Six  
16 Thousand Three Hundred Thirteen Dollars and No/100 (\$2,646,313.00).

17 If this Agreement is extended for up to two (2) additional twelve (12) month terms  
18 pursuant to Article 3 of this Agreement, in no event shall the maximum compensation payable to  
19 Contractors under this Agreement for each of the periods of July 1, 2025 through June 30, 2026  
20 and July 1, 2026 through June 30, 2027 exceed Two Million Six Hundred Forty-Six Thousand  
21 Three Hundred Thirteen Dollars and No/100 (\$2,646,313.00).

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

26 The Contractor acknowledges that the County is a local government entity, and does  
27 so with notice that the County's powers are limited by the California Constitution and by State  
28 law, and with notice that the Contractor may receive compensation under this Agreement only

1 for services performed according to the terms of this Agreement and while this Agreement is in  
2 effect, and subject to the maximum amount payable under this section. The Contractor further  
3 acknowledges that County employees have no authority to pay the Contractor except as  
4 expressly provided in this Agreement.

5 The Contractor will be compensated for performance of its services under this  
6 Agreement as provided in this Article. The Contractor is not entitled to any compensation except  
7 as expressly provided in this Agreement.

8 **2.3 Invoices.** The Contractor shall submit monthly invoices to 1)  
9 [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov); 2) [DBH-Invoices@fresnocountyca.gov](mailto:DBH-Invoices@fresnocountyca.gov); and 3)  
10 [sas@fresnocountyca.gov](mailto:sas@fresnocountyca.gov). The Contractor shall invoice County for service month, in arrears, in  
11 the format directed by County. Invoices shall be based on claims entered into the County's EHR  
12 for the prior month. Invoices shall be submitted to County by the fifteenth (15<sup>th</sup>) of every month  
13 for actual services rendered in the previous month. Monthly payment for claimed services shall  
14 be based on the units of time assigned to each CPT or HCPCS code entered in the County's  
15 EHR multiplied by the service rates in Exhibit J, Non-DMC Residential/Withdrawal Management  
16 Treatment Compensation.

17 County's payments to Contractor for performance of claimed services are provisional  
18 and subject to adjustment until the completion of all settlement activities. County's adjustments  
19 to provisional payments for claimed services shall be based on the terms, conditions, and  
20 limitations of this Agreement.

21 **2.4 Claiming.**

22 (A) Contractor shall enter claims data into the County's billing and transactional  
23 database system by the fifteenth (15<sup>th</sup>) of each month for actual services  
24 rendered in the previous month. Contractor shall use Current Procedural  
25 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS)  
26 codes, as provided in the DHCS Billing Manual available at:  
27 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time  
28 to time amended.

1 (B) Claims shall be complete and accurate and must include all required information  
2 regarding the claimed services. Claims data entry into the County's electronic  
3 information system shall be the responsibility of Contractor. County shall monitor  
4 the volume of services and cost of services entered into County's electronic  
5 information system. Any and all audit exceptions resulting from the provision and  
6 reporting of SUD services by Contractor will comply with all applicable policies,  
7 procedures, directives and guidelines regarding the use of County's electronic  
8 information system.

9 **2.5 Claiming Deadlines.** If an invoice is incorrect or is otherwise not in proper form or  
10 substance, County's DBH Director, or his or her designee shall have the right to withhold  
11 payment as to only that portion of the invoice that is incorrect or improper after five (5) days  
12 prior notice to Contractor. Contractor agrees to continue to provide services for a period of  
13 ninety (90) days after notification of an incorrect or improper invoice. If after said ninety (90) day  
14 period said invoice is still not corrected to County's DBH Director, or his or her designee's  
15 satisfaction, County's DBH Director, or his or her designee, may elect to terminate this  
16 Agreement, pursuant to the termination provisions stated in Article 5 of this Agreement.

17 Contractor shall submit all invoices to County's DBH Director, or his or her designee,  
18 for services provided no later than thirty (30) days after the close of each twelve (12) month  
19 fiscal period or from the termination date of this Agreement. Invoices not submitted within thirty  
20 (30) days after the close of each twelve (12) month fiscal period or from the termination date of  
21 this Agreement, County's DBH Director, or his or her designee, shall have the right to deny  
22 payment of such invoices. No action shall be taken by County on claims submitted beyond the  
23 thirty (30) days closeout period. Any compensation which is not expended by Contractor  
24 pursuant to the terms and conditions of this Agreement shall automatically revert to County.

25 Any claimable services submitted beyond six (6) months from the month of service  
26 may be ineligible for payment.

27 **Corrective Action Plans.** Contractors shall enter services into the County's EHR  
28 and submit invoices in accordance with the deadlines listed above and information shall be

1 accurate. Failure to meet the requirements set forth above will result in a corrective action plan,  
2 at the discretion of County's DBH Director or designee, and may result in financial penalties or  
3 termination of agreement per Article 5.

4       **2.6 Arrears.** Payments by County shall be in arrears, based on Contractor's monthly  
5 invoices submitted for services provided during the preceding month, within forty-five (45) days  
6 after receipt, verification, and approval of Contractor's monthly invoices by County's DBH.

7       **2.7 Denials.** Residential services that are denied reimbursement through DMC and  
8 cannot be corrected by Contractor may be paid by County through this non-DMC master  
9 agreement up to the Contractor's stated maximum compensation. To receive non-DMC  
10 reimbursement Contractor must have completed the required eligibility verification at time of  
11 admission and the reason(s) for denial must be such that, in the sole discretion of the County,  
12 Contractor could not have reasonably known. Contractor must be a party to the non-DMC  
13 master agreement to receive non-DMC reimbursement. NTP and MAT services are not eligible  
14 to be paid under the non-DMC master agreements.

15       **2.8 Applicable fees.** Contractor shall not charge any person served or third-party payers  
16 any fee for service unless directed to do so by the Director at the time the person served is  
17 referred for services. When directed to charge for services, Contractor shall use the uniform  
18 billing and collection guidelines prescribed by DHCS.

19               Contractor will document DMC ineligibility for each person served prior to rendering  
20 services.

21               The Contractor shall not submit a claim to, or demand or otherwise collect  
22 reimbursement from, the person served or persons acting on behalf of the person served for  
23 any SUD or related administrative services provided under this Agreement, except to collect  
24 other health insurance coverage, share of cost, and co-payments (California Code of  
25 Regulations, tit, 9 §1810.365(c)).

26               The Contractor must not bill persons served, for covered services, any amount  
27 greater than would be owed if the County provided the services directly as per and otherwise  
28 not bill the person served as set forth in 42 C.F.R. §468.106.

1       2.9     **Private Pay and Third-Party Payers.** It shall be the obligation of the Contractor to  
2 determine and claim all revenue possible from private pay and third-party payers. Contractor  
3 shall not use any funds under this Agreement for services covered by Drug Medi-Cal or other  
4 health insurance for eligible persons served. Contractor shall claim all Drug Medi-Cal covered  
5 services for eligible persons served through the Drug Medi-Cal claiming process. County will  
6 only reimburse Contractor for services rendered that are not covered by Drug Medi-Cal, other  
7 insurance or other revenue sources.

8       2.10    **Other Health Coverage Billing Requirements.** In the event that a person served  
9 has Other Health Coverage (OHC), Contractor shall be responsible for billing the OHC prior to  
10 billing DMC to obtain either payment/denial from the OHC or have validation of claiming with no  
11 response within ninety (90) days after the claim was mailed.

12       2.11    **Billing Rates.** County will periodically review rates for potential changes on a  
13 schedule to be determined by County.

14       2.12    **Restrictions, limitations and conditions.** This Agreement shall be subject to any  
15 restrictions, limitations, and/or conditions imposed by County or state or federal funding sources  
16 that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement  
17 is also contingent upon sufficient funds being made available to County or state or federal  
18 funding sources for the term of this Agreement. If the federal or state governments reduce  
19 financial participation in the Medi-Cal program, County agrees to meet with Contractor to  
20 discuss renegotiating the services required by this Agreement.

21       2.13    **Funding.** Funding is provided by fiscal year. Any unspent fiscal appropriation does  
22 not roll over and is not available for services provided in subsequent years. In the event that  
23 funding for these services is delayed by State Controller, County may defer payments to  
24 Contractor. The amount of the deferred payment shall not exceed the amount of funding  
25 delayed by the State Controller to the County. The period of time of the deferral by County shall  
26 not exceed the period of time of the State Controller's delay of payment to the County plus forty-  
27 five (45) days.

1       2.14   **Additional Financial Requirements.** County has the right to monitor the  
2 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
3 compliance with all applicable laws and regulations.

4           Contractor must comply with the False Claims Act employee training and policy  
5 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States  
6 Department of Health and Human Services may specify.

7           Contractor agrees that no part of any federal funds provided under this Agreement shall  
8 be used to pay the salary of any individual per fiscal year at a rate in excess of Level 1 of the  
9 Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from  
10 time to time amended.

11       2.15   **Covered Health Care Provider.** Contractor shall comply with 45 CFR 162.410(a)(1)  
12 for any subpart that would be a covered health care provider if it were a separate legal entity.  
13 For purposes of this paragraph, a covered health care provider shall have the same definition as  
14 set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor  
15 is in compliance with federal regulations.

16       2.16   **Prohibition on Redirection of Contracted Funds.**

17           (A) Contractor may not redirect or transfer funds from one funded program to  
18 another funded program under which Contractor provides services pursuant to this  
19 Agreement except through a duly executed amendment to this Agreement.

20           (B) Contractor may not charge services delivered to an eligible person under one  
21 funded program to another funded program unless the person served is also eligible for  
22 services under the second funded program.

23       2.17   **Accrual Accounting.** Contractor shall use the accrual method of accounting in  
24 preparation of all financial documents, forms and reports. Accounting must be in accordance  
25 with Generally Accepted Accounting Principles.

26       2.18   **Payment.** Payment shall be made by County to Contractor in arrears, for services  
27 provided during the preceding month, within forty-five (45) days after the date of invoice receipt,  
28 verification, and approval of Contractor's monthly invoices by County's DBH. Payment shall be

1 made upon certification or other proof satisfactory to COUNTY's DBH that services have  
2 actually been performed by CONTRACTOR as specified in this Agreement.

3 County shall not be obligated to make any payments under this Agreement if the request  
4 for payment is received by County more than sixty (60) days after this Agreement has  
5 terminated or expired. Any compensation which is not expended by Contractor pursuant to the  
6 terms and conditions of this Agreement shall automatically revert to County.

7 2.19 **Payment in full.** Contractor must accept, as payment in full, the amounts paid by  
8 County. Contractor may not demand any additional payments from DHCS, person served, or  
9 other third-party payers.

10 2.20 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
11 expenses that are not specified as payable by the County under this Agreement. If contractor  
12 fails to comply with any provision of this agreement, county shall be relieved of its obligation for  
13 further compensation.

14 2.21 **Disallowed Expenses.** Contractor shall be responsible for expenses identified as  
15 disallowed based on periodic County or State monitoring of clinical and fiscal records or  
16 overpayments made to Contractor due to errors in claiming or documentation.

17 2.22 **Recoupments.** The County reserves the right to enter into a repayment agreement  
18 with Contractor, with total monthly payments not to exceed twelve (12) months from the date of  
19 the repayment agreement, to recover the amount of funds to be recouped. The County has the  
20 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
21 the repayment agreement. The repayment agreement may be made with the signed written  
22 approval of County's DBH Director, or his or her designee, and respective Contractor through a  
23 repayment agreement. The monthly repayment amounts may be netted against the Contractor's  
24 monthly billing for services rendered during the month, or the County may, in its sole discretion,  
25 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,  
26 and County may seek recoupment from any

27 2.23 **Compliance.** If Contractor should fail to comply with any provision of this  
28 Agreement, County shall be relieved of its obligation for further compensation. Contractor's and



1 performance. The extension of this Agreement by the County is not a waiver or compromise of  
2 any default or breach of this Agreement by the Contractor existing at the time of the extension  
3 whether or not known to the County.

#### 4 **Article 4**

#### 5 **Notices**

6 4.1 **Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Director, Department of Behavioral Health  
10 County of Fresno  
11 1925 E. Dakota Ave  
12 Fresno, CA 93726  
13 sas@fresnocountyca.gov  
14 Fax: (559) 600-7674

15 **For the Contractor:**

16 See Exhibit A

17 4.2 **Change of Contact Information.** Either party may change the information in section  
18 4.1 by giving notice as provided in section 4.3.

19 4.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
23 Document Format (PDF) document attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County  
26 business days after deposit in the United States mail, postage prepaid, addressed to the  
27 recipient.

28 (C) 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.

1 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
2 attached to an email is effective when transmission to the recipient is completed (but, if  
3 such transmission is completed outside of County business hours, then such delivery is  
4 deemed to be effective at the next beginning of a County business day), provided that  
5 the sender maintains a machine record of the completed transmission.

6 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
7 nothing in this Agreement establishes, waives, or modifies any claims presentation  
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
9 of Title 1 of the Government Code, beginning with section 810).

## 10 **Article 5**

### 11 **Termination and Suspension**

12 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
14 are not allocated, then the County, upon at least 30 days' advance written notice to the  
15 Contractor, may:

- 16 (A) Modify the services provided by the Contractor under this Agreement; or
- 17 (B) Terminate this Agreement.

### 18 5.2 **Termination for Breach.**

19 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
20 occurred, the County may give written notice of the breach to the Contractor. The written  
21 notice may suspend performance under this Agreement and must provide at least 30  
22 days for the Contractor to cure the breach.

23 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
24 time stated in the written notice, the County may terminate this Agreement immediately.

25 (C) For purposes of this section, a breach occurs when, in the determination of the  
26 County, the Contractor has:

- 27 (1) Obtained or used funds illegally or improperly;
- 28 (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

5.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

5.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 5 is without penalty to or further obligation of the County.

5.5 **Contractor's Right to Compensation.** In the event this Agreement is terminated, Contractor shall be entitled to compensation for all SUD services satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor.

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 a repayment to the County of any funds disbursed to the Contractor under this Agreement, which in the judgement of the County were not expended in accordance with the terms of this Agreement. The Contractor shall promptly refund any such funds upon demand.

5.6 **Voluntary Termination of State-County Contract.** 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 County's Agreement with DHCS is terminated, County may terminate this Agreement. Contractor shall be paid for services provided to persons served up to the date of termination.

5.7 **County's Rights upon Termination.** Upon termination for breach under this Article 5, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in

1 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
2 demand. This section survives the termination of this Agreement.

3 **Article 6**

4 **Independent Contractor**

5 6.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
6 agents, employees, and volunteers, is at all times acting and performing as an independent  
7 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
8 venturer, partner, or associate of the County.

9 6.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
10 manner or method of the Contractor's performance under this Agreement, but the County may  
11 verify that the Contractor is performing according to the terms of this Agreement.

12 6.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
13 right to employment rights or benefits available to County employees. The Contractor is solely  
14 responsible for providing to its own employees all employee benefits required by law. The  
15 Contractor shall save the County harmless from all matters relating to the payment of  
16 Contractor's employees, including compliance with Social Security withholding and all related  
17 regulations.

18 6.4 **Services to Others.** The parties acknowledge that, during the term of this  
19 Agreement, the Contractor may provide services to others unrelated to the County.

20 **Article 7**

21 **Indemnity and Defense**

22 7.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
23 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
25 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
26 the performance or failure to perform by the Contractor (or any of its officers, agents,  
27 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
28

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
2 defend the County.

3 7.2 **Survival.** This Article 7 survives the termination of this Agreement.

## 4 **Article 8**

### 5 **Insurance and Assurances**

6 8.1 The Contractor shall comply with all the insurance requirements in Exhibit K to this  
7 Agreement.

8 8.2 **Assurances.** In entering into this Agreement, Contractor certifies that it is not  
9 currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal  
10 Health Care Programs under either section 1128 or 1128A of the Social Security Act; that it has  
11 not been convicted of a criminal offense related to the provision of health care items or services;  
12 nor has it been reinstated to participation in the Federal Health Care Programs after a period of  
13 exclusion, suspension, debarment, or ineligibility. If County learns, subsequent to entering into a  
14 contact, that Contractor is ineligible on these grounds, County will remove Contractor from  
15 responsibility for, or involvement with, County's business operations related to the Federal  
16 Health Care Programs and shall remove such Contractor from any position in which  
17 Contractor's compensation, or the items or services rendered, ordered or prescribed by  
18 Contractor may be paid in whole or part, directly or indirectly, by Federal Health Care Programs  
19 or otherwise with Federal Funds at least until such time as Contractor is reinstated into  
20 participation in the Federal Health Care Programs. Further, the Contractor agrees to the  
21 Disclosure of Criminal History and Civil Actions and Certification regarding debarment,  
22 suspension and other responsibility matters primary covered transactions; Contractor must sign  
23 an appropriate Certification regarding debarment, suspension, and other responsibility matters,  
24 attached as Exhibit L, incorporated by reference and made part of this Agreement. Failure to  
25 certify will render all provisions of this Agreement null and void and may result in immediate  
26 termination of the Agreement.

27 (A) If County has notice that Contractor has been charged with a criminal offense  
28 related to any Federal Health Care Program or is proposed for exclusion during the term

1 of any agreement, Contractor and County shall take all appropriate actions to ensure the  
2 accuracy of any claims submitted to any Federal Health Care Program. At its discretion  
3 given such circumstances, County may request that Contractor cease providing services  
4 until resolution of the charges or the proposed exclusion.

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

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

19 (2) Notwithstanding the above, County at its discretion may terminate this  
20 Agreement in accordance with Article 5, Termination And Suspension, of this  
21 Agreement, or require adequate assurance (as defined by County) that no excluded,  
22 suspended, or otherwise ineligible employee or subcontractor of Contractor will  
23 perform work, either directly or indirectly, relating to services provided to County.  
24 Such demand for adequate assurance shall be effective upon a time frame to be  
25 determined by County to protect the interests of County persons served.

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

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

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

16 (2) Notwithstanding the above, County at its discretion may terminate this  
17 Agreement in accordance with the Article 5, Termination And Suspension, of this  
18 Agreement, or require adequate assurance (as defined by County) that no excluded,  
19 suspended or otherwise ineligible employee or subcontractor of Contractor will  
20 perform work, either directly or indirectly, relating to services provided to County.  
21 Such demand for adequate assurance shall be effective upon a time frame to be  
22 determined by County to protect the interests of County persons served.

23 (D) Contractor agrees to cooperate fully with any reasonable request for information  
24 from County which may be necessary to complete any internal or external audits relating  
25 to this Agreement.

26 (E) Contractor agrees to reimburse County for the entire cost of any penalty imposed  
27 upon County by the Federal Government as a result of Contractor's violation of the  
28 terms of this Agreement.

1 (F) Contractor shall certify, prior to the execution of the Agreement, that the  
2 Contractor does not employ or subcontract with providers or have other relationships  
3 with providers Excluded from participation in Federal Health Care Programs, including  
4 Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. § 438.610.  
5 Contractor shall conduct initial and monthly Exclusion and Suspension searches of the  
6 following databases and provide evidence of these completed services when request by  
7 County, DHCS or the US DHHS:

8 (1) [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions

9 (2) [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract

10 (3) [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) – Suspended & Ineligible Provider List

11 (4) <https://nppes.cms.hhs.gov/#/> - national Plan and Provider enumeration  
12 System (NPPES)

13 (5) Any other database required by DHCS or DHHS.

14 (G) Contractor shall certify, prior to the execution of the Agreement, that Contractor  
15 does not employ staff or individual contractors/vendors that are on the Social Security  
16 Administration's Death Master File.

17 (H) Contractor shall check the following database prior to employing staff or  
18 individual contractors/vendors and provide evidence of these completed services when  
19 required by County, DHCS or the US DHHS.

20 (1) <https://www.ssdmf.com/> - Social Security Death Master File

21 (I) Contractor is required to notify County immediately if Contractor becomes aware  
22 of any information that may indicate their (including employees/staff and individual  
23 contractors/vendors) potential placement on an exclusions list.

24 (J) Contractor shall screen and periodically revalidate all network providers in  
25 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

26 (K) Contractor must confirm the identity and determine the exclusion status of all its  
27 providers, as well as any person with an ownership or control interest, or who is an  
28 agent or managing employee of the contracted agency through routine checks of federal

1 and state databases. This includes the Social Security Administration's Death Master  
2 File, NPPEs, the Office of Inspector General's List of Excluded Individuals/Entities  
3 (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with  
4 the requirements of 42 C.F.R. § 455.436.

5 (L) If a Contractor finds a provider that is Excluded, it must promptly notify the  
6 County as per 42 C.F.R. § 438.608(a)(2)(4). Contractor shall not certify or pay an  
7 Excluded provider with Medi-Cal funds, must treat payments made to an Excluded  
8 provider as an overpayment, and any such inappropriate payments may be subject to  
9 recovery.

## 10 **Article 9**

### 11 **Cultural and Linguistic Competency**

12 9.1 **Equal Access.** Contractor shall not discriminate against persons served based on  
13 sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability,  
14 mental disability, medical condition, genetic information, sexual orientation, marital status, age,  
15 gender, gender identity, gender expression, or military or veteran status. Contractor shall ensure  
16 that a limited and/or non-English person served is entitled to equal access and participation in  
17 federally funded programs through the provision of comprehensive and quality bilingual services  
18 pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part  
19 80) and Executive Order 12250 of 1979.

20 9.2 **Policies and Procedures.** Contractor is responsible to provide culturally competent  
21 services. Contractor's policies, procedures and practices must be consistent with the principles  
22 outlined and embedded in the organizational structure, as well as upheld in day-to-day  
23 operations. Contractor's policies and procedures shall ensure compliance of any subcontracted  
24 providers with these requirements.

25 9.3 **Interpreter Services.** Contractor shall be responsible for ensuring access and  
26 appropriate use of trained interpreters for all limited and/or non-English proficient persons  
27 served, including but not limited to assessing the cultural and linguistic needs of the person  
28 served, training of staff on the policies and procedures, and monitoring its language assistance

1 programs. Contractor shall provide and pay for interpreting and translation services to persons  
2 participating in Contractor's services who have limited or no English language proficiency,  
3 including services to person who are deaf or blind. Interpreter and translation services shall be  
4 provided as necessary to allow such persons served meaningful access to the programs,  
5 services and benefits provided by Contractor. Interpreter and translation services, including  
6 translation of Contractor's "vital documents" (those documents that contain information that is  
7 critical for accessing Contractor's services or are required by law) shall be provided to persons  
8 served at no cost to the person.

9       **9.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,  
10 subcontractors, and/or partners who interpret or translate for a person served or who directly  
11 communicate with a person served in a language other than English (1) have completed annual  
12 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the  
13 person served's language; (3) can effectively communicate any specialized terms and concepts  
14 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic  
15 principles. As requested by County, Contractor shall identify all who interpret for or provide  
16 direct communication to any program person served in a language other than English and  
17 identify when the Contractor last monitored the interpreter for language competence.

18       **9.5 Prohibition on Use of Minors.** Contractor shall not use minors as interpreters.

19       **9.6 CLAS Standards.** In compliance with the State-mandated Culturally and  
20 Linguistically Appropriate Services standards as published by the Office of Minority Health, new  
21 Contractors must submit to County for approval, within 60 days from the date of Agreement  
22 execution, Contractor's plan to address all fifteen national cultural competency standards as set  
23 forth in the "National Standards on Culturally and Linguistically Appropriate Services" (CLAS),  
24 attached as Exhibit M, and incorporated by this reference. County's annual on-site review of  
25 Contractor shall include collection of documentation to ensure all national standards are  
26 implemented. As the national competency standards are updated, Contractor's plan must be  
27 updated accordingly.



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

3 Notwithstanding the provisions stated in Article 5, Termination And Suspension, it is  
4 acknowledged by the parties hereto that this Agreement shall continue in full force and effect  
5 until all audit procedures and requirements as stated in this Agreement have been completed to  
6 the review and satisfaction of County. Contractor shall bear all costs in connection with or  
7 resulting from any audit and/or inspections including, but not limited to, actual costs incurred and  
8 the payment of any expenditures disallowed by either County, State, or Federal governmental  
9 entities, including any assessed interest and penalties.

10 If Contractor, through an audit by the State or County, is found to be in violation of this  
11 Agreement which results in the recoupment of funds paid to Contractor, County shall recapture  
12 from Contractor the value of any services or other expenditures determined to be ineligible based  
13 on the County or State monitoring results. Recoupments shall be processed according to section  
14 2.21 of this Agreement.

15 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this  
16 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
17 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
18 years after final payment under this Agreement. This section survives the termination of this  
19 Agreement.

20 **10.3 Public Records.** The County is not limited in any manner with respect to its public  
21 disclosure of this Agreement or any record or data that the Contractor may provide to the  
22 County. The County's public disclosure of this Agreement or any record or data that the  
23 Contractor may provide to the County may include but is not limited to the following:

24 (A) The County may voluntarily, or upon request by any member of the public or  
25 governmental agency, disclose this Agreement to the public or such governmental  
26 agency.

27 (B) The County may voluntarily, or upon request by any member of the public or  
28 governmental agency, disclose to the public or such governmental agency any record or

1 data that the Contractor may provide to the County, unless such disclosure is prohibited  
2 by court order.

3 (C) This Agreement, and any record or data that the Contractor may provide to the  
4 County, is subject to public disclosure under the Ralph M. Brown Act (California  
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Contractor may provide to the  
7 County, is subject to public disclosure as a public record under the California Public  
8 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
9 with section 6250) ("CPRA").

10 (E) This Agreement, and any record or data that the Contractor may provide to the  
11 County, is subject to public disclosure as information concerning the conduct of the  
12 people's business of the State of California under California Constitution, Article 1,  
13 section 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
15 respect to any record or data that the Contractor may provide to the County shall be  
16 disregarded and have no effect on the County's right or duty to disclose to the public or  
17 governmental agency any such record or data.

18 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
20 and which the County has a right, under any provision of this Agreement or applicable law, to  
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
22 County, for purposes of public disclosure, the requested records that may be in the possession  
23 or control of the Contractor. Within five business days after the County's demand, the  
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
25 possession or control, together with a written statement that the Contractor, after conducting a  
26 diligent search, has produced all requested records that are in the Contractor's possession or  
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the  
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
4 exemption by citation to specific legal authority within the written statement that it provides to  
5 the County under this section. The Contractor's assertion of any exemption from disclosure is  
6 not binding on the County, but the County will give at least 10 days' advance written notice to  
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
10 failure to produce any such records, or failure to cooperate with the County with respect to any  
11 County demand for any such records.

12       **10.5 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand Dollars  
13 (\$750,000) or more in Federal and Federal flow-through monies, Contractor agrees to conduct  
14 an annual audit in accordance with the requirements of the Single Audit Standards as set forth  
15 in 2 CFR Part 200. Financial audit reports must contain a separate schedule that identifies all  
16 funds included in the audit that are received from or passed through the County. County  
17 programs must be identified by Agreement number, Agreement amount, Agreement period, and  
18 the amount expended during the fiscal year by funding source.

19               The audit must include a statement of findings or a statement that there were no  
20 findings. If there were negative findings, Contractor must submit any required corrective action  
21 plan, signed by an authorized individual, simultaneously with the audit report or as soon  
22 thereafter as is available. Contractor agrees to take action to correct any material non-  
23 compliance or weakness found as a result of such audit. County shall monitor implementation of  
24 the corrective action plan as it pertains to services provided pursuant to this Agreement.

25               A single audit report is not applicable if Contractor's Federal contracts do not exceed  
26 the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or Contractor's only funding  
27 is through Drug Medi-Cal. If a single audit is not applicable, a program audit must be performed  
28

1 and a program audit report with management letter shall be submitted by Contractor to County  
2 as a minimum requirement to attest to Contractor's solvency.

3 Failure to perform the requisite audit functions as required by this Agreement may  
4 result in County performing the necessary audit tasks, or at County's option, contracting with a  
5 public accountant to perform said audit, or may result in the inability of County to enter into  
6 future agreements with Contractor. All audit costs related to this Agreement are the sole  
7 responsibility of Contractor.

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

## 15 Article 11

### 16 Disclosure of Self-Dealing Transactions

17 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation  
18 or changes its status to operate as a corporation.

19 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
20 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
21 "Self-Dealing Transaction Disclosure Form" (Exhibit N to this Agreement) and submitting it to  
22 the County before commencing the transaction or immediately after.

23 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
24 a party and in which one or more of its directors, as an individual, has a material financial  
25 interest.

1 **Article 12**

2 **Federal and State Laws**

3 12.1 **Conflict of Interest.** No officer, agent, or employee of County who exercised any  
4 function or responsibility for planning and carrying out the services provided under this  
5 Agreement shall have any direct or indirect personal financial interest in this Agreement.  
6 Contractor shall comply with all Federal, State of California, and local conflict of interest laws,  
7 statutes, and regulations, which shall be applicable to all parties and persons served under this  
8 Agreement and any officer, agent, or employee of County.

9 12.2 **Disclosure of Ownership and/or Control Interest Information.** This provision is  
10 only applicable if Contractor is a disclosing entity, fiscal agent, or managed care entity as  
11 defined in 42 CFR §§ 455.101, 455.104, and 455.106(a)(1)(2).

12 Contractor shall provide information on ownership and controlling interests,  
13 disclosures related to business transactions, and disclosures related to persons convicted of  
14 crimes in the form and manner requested by the County, by the effective date, each time the  
15 Agreement is renewed and within thirty (30) days of any change in ownership or controlling  
16 interest of Contractor.

17 Contractor must disclose the following information requested in Exhibit O, Disclosure  
18 of Ownership and Control Interest Statement, attached and incorporated by this reference  
19 incorporated herein:

20 (A) Disclosure of 5% or more ownership interest:

21 (1) In the case of corporate entities with an ownership or control interest in the  
22 disclosing entity, the primary business address as well as every business location  
23 and P.O Box address must be disclosed.

24 (2) In the case of an individual, the date of birth and Social Security Number  
25 must be disclosed.

26 (3) In the case of a corporation with ownership or control interest in the  
27 disclosing entity or in any subcontractor in which the disclosing entity has a five  
28

1 percent (5%) or more interest, the corporation tax identification number must be  
2 disclosed.

3 (4) For individuals with five percent (5%) or more direct or indirect ownership  
4 interest of a disclosing entity, the individual shall provide evidence of completion of a  
5 criminal background check, including fingerprinting, if required by law, prior to  
6 execution of Agreement (42 C.F.R. § 455.434).

7 (B) Disclosures Related to Business Transactions:

8 (1) The ownership of any subcontractor with whom Contractor has had business  
9 transactions totaling more than \$25,000 during the 12-month period ending on the  
10 date of the request.

11 (2) Any significant business transactions between Contractor and any wholly  
12 owned supplier, or between Contractor and any subcontractor, during the 5-year  
13 period ending on the date of the request (42 C.F.R. § 455.105(b)).

14 (C) Disclosures Related to Person Convicted of Crimes:

15 (1) The identity of any person who has an ownership or control interest in the  
16 Contractor or is an agent or managing employee of the Contractor who has been  
17 convicted of a criminal offense related to that person's involvement in any program  
18 under the Medicare, Medicaid, or Title XXI services program since the inception of  
19 those programs (42 C.F.R. § 455.106).

20 (2) County shall terminate the enrollment of Contractor if any person with five  
21 percent (5%) or greater direct or indirect ownership interest in the disclosing entity  
22 has been convicted of a criminal offense related to the person's involvement with  
23 Medicare, Medicaid, or Title XXI program in the last 10 years.

24 (D) Contractor must provide disclosure upon execution of Agreement, extension for  
25 renewal, and within 35 days after any change in Contractor ownership or upon request  
26 of County. County may refuse to enter into an Agreement or terminate an existing  
27 Agreement with a Contractor if the Contractor fails to disclose ownership and control  
28 interest information, information related to business transactions and information on

1 persons convicted of crimes, or if the Contractor did not fully and accurately make the  
2 disclosure as required.

3 (E) Contractor must provide the County with written disclosure of any prohibited  
4 affiliations under 42 C.F.R. §438.610.

5 **12.3 Disability Access.** New facilities shall be wheelchair accessible and provide access  
6 to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be utilized, a plan  
7 ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and  
8 document Contractor's compliance with the Rehabilitation Act of 1973 and Americans with  
9 Disabilities Act of 1990 to ensure that persons served are provided services without regard to  
10 physical or mental disability and that Contractor has provided a facility accessible to the  
11 physically disabled.

12 **12.4 Child Abuse Reporting.** Contractor shall utilize a procedure acceptable to the  
13 County to ensure that all of Contractor's employees, volunteers, consultants, subcontractors or  
14 agents performing services under this Agreement shall report all known or suspected child  
15 abuse or neglect to one or more of the agencies set forth in Penal Code §11165.9. This  
16 procedure shall include having all of Contractor's employees, volunteers, consultants,  
17 subcontractors or agents performing services under this Agreement sign a statement that he or she  
18 knows of and will comply with the reporting requirements set forth in Penal Code § 11166. The  
19 statement to be utilized by Contractor for reporting set forth in Exhibit P, "Notice of Child Abuse  
20 Reporting," attached and incorporated by this reference..

## 21 **Article 13**

### 22 **Data Security**

23 **13.1 Security Requirements.** Contractor shall comply with all the data security  
24 requirements in Exhibit Q, Data Security, to this Agreement. Exhibit Q is attached and  
25 incorporated by this reference.  
26  
27  
28

1 **Article 14**

2 **Property of County**

3 14.1 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and  
4 intangible property obtained or controlled under County for use in operational capacity and will  
5 benefit County for a period of more than one (1) year. Depreciation of the qualified items will be  
6 on a straight-line basis. For County purposes, fixed assets must fulfill three (3) qualifications:

- 7 (A) Have a life span of over one (1) year;
- 8 (B) Is not a repair part; and
- 9 (C) Must be valued at or greater than the capitalization thresholds for the asset type:

<u>Asset Type</u>	<u>Threshold</u>
Land	\$0
Buildings and Improvements	\$100,000
Infrastructure	\$100,000
Tangible (Equipment, vehicles)	\$5,000
Intangible (Internally generated software, 13 purchased software, easements, patents)	\$100,000
Capital Lease	\$5,000

14 Qualified fixed asset equipment is to be reported and approved by County. If it is  
15 approved and identified as an asset it will be labeled with a County asset tag. A Fixed Asset Log  
16 will be maintained by County's Asset Management System and inventoried annually until the  
17 asset is fully depreciated. During the terms of this Agreement, Contractor's fixed assets may be  
18 inventoried on the Inventory/Asset Log and compared to County's DBH Asset Inventory System.

19 14.2 **Sensitive Assets.** Certain purchases of less than Five Thousand and No/100  
20 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) with over a  
21 one (1) year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such  
22 sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive  
23 items as determined by County's DBH Director or designee but could include assets that require  
24 special attention to ensure legal compliance due to HIPAA information. Contractor shall  
25 maintain a tracking system on the items that are not required to be capitalized or depreciated.  
26 The items are subject to annual inventory review by the County's DBH for compliance.

27 14.3 **Retention and Maintenance.** Assets shall be retained by County, as County  
28 property, in the event this Agreement is terminated or upon expiration of this Agreement.

1 Contractor agrees to participate in an annual inventory of all County fixed and inventoried  
2 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present  
3 when fixed and inventoried assets are returned to County possession. Contractor is responsible  
4 for returning to County all County owned undepreciated fixed and inventoried assets, or the  
5 monetary value of said assets if unable to produce the assets at the expiration or termination of  
6 this Agreement. Contractor further agrees to the following:

7 (A) Maintain all items of equipment in good working order and condition, normal wear  
8 and tear expected;

9 (B) Label all items of equipment with County assigned program number, to perform  
10 periodic inventories as required by County and to maintain an inventory list showing  
11 where and how the equipment is being used in accordance with procedures developed  
12 by County. All such lists shall be submitted to County within ten (10) days of any request  
13 therefore; and

14 (C) Report in writing to County immediately after discovery, the loss or theft of any  
15 items of equipment. For stolen items, the local law enforcement agency must be  
16 contacted, and a copy of the police report submitted to County.

17 **14.4 Equipment Purchase.** The purchase of any equipment by Contractor with funds  
18 provided hereunder shall require the prior written approval of County's DBH Director or  
19 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly  
20 related to Contractor's services or activity under the terms of this Agreement. County's DBH  
21 may refuse reimbursement for any costs resulting from equipment purchased, which are  
22 incurred by Contractor, if prior written approval has not been obtained from County.

23 **14.5 Modification.** Contractor must obtain prior written approval from County's DBH  
24 whenever there is any modification or change in the use of any property acquired or improved,  
25 in whole or in part, using funds under this Agreement. If any real or personal property acquired  
26 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use  
27 which does not qualify under this Agreement, Contractor shall reimburse County in an amount  
28 equal to the current fair market value of the property, less any portion thereof attributable to

1 expenditures of funds not provided under this Agreement. These requirements shall continue in  
2 effect for the life of the property. In the event this Agreement expires, the requirements for this  
3 Article shall remain in effect for activities or property funded with said funds, unless action is  
4 taken by the State government to relieve County of these obligations.

5 14.6 **Asset Disposal.** The disposal of assets that are determined to be obsolete or  
6 damaged must follow the County's disposal process. This includes recording the destruction of  
7 an asset on the Certification of Destruction form and revision to the Physical Inventory Form.

## 8 **Article 15**

### 9 **General Terms**

10 15.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this  
11 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
12 by both parties. The Contractor acknowledges that County employees have no authority to  
13 modify this Agreement except as expressly provided in this Agreement.

14 (A) Notwithstanding the above, non-material changes to services, staffing, and  
15 responsibilities of the Contractor, as needed, to accommodate changes in the laws  
16 relating to service requirements and substance use disorder treatment, may be made  
17 with the signed written approval of County's DBH Director, or designee, and Contractor  
18 through an amendment approved by County's County Counsel and the County's Auditor-  
19 Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any  
20 change to the maximum compensation amount payable to Contractor, as stated herein.

21 (B) In addition, changes to service rates on Exhibit J that do not exceed 3% of the  
22 approved rate, or that are needed to accommodate state-mandated rate increases, may  
23 be made with the written approval of the DBH Director or designee. These rate changes  
24 may not add or alter any other terms or conditions of the Agreement. Said modifications  
25 shall not result in any change to the maximum compensation amount payable to  
26 Contractor, as stated herein.

27 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
28 under this Agreement without the prior written consent of the other party.

1       15.3 **Governing Law.** The laws of the State of California govern all matters arising from  
2 or related to this Agreement.

3       15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
4 County, California. Contractor consents to California jurisdiction for actions arising from or  
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
6 brought and maintained in Fresno County.

7       15.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
10 against either party.

11       15.6 **Separate Agreement.** It is mutually understood by the parties that this Agreement  
12 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,  
13 Contractors understand that a separate Agreement is formed between each individual  
14 Contractor and County.

15       15.7 **Addition/Deletion of Providers.** The County reserves the right at any time during  
16 the term of this Agreement to add Contractors to and remove Contractors from the list contained  
17 on Exhibit A. It is understood that any such additions and removals will not affect compensation  
18 paid to the other Contractors, and therefore such additions and removals may be made by  
19 County without notice or approval of other Contractors under this Agreement. The County's  
20 DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual  
21 written consent between the DBH Director and Contractor.

22       15.8 **Days.** Unless otherwise specified, "days" means calendar days.

23       15.9 **Headings.** The headings and section titles in this Agreement are for convenience  
24 only and are not part of this Agreement.

25       15.10 **Severability.** If anything in this Agreement is found by a court of competent  
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
28

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       **15.11 Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, ethnic group  
6 identification, physical disability, mental disability, medical condition, genetic information, marital  
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, military status  
8 or veteran status pursuant to all applicable State of California and federal statutes and  
9 regulation.

10               (A) Contractor shall comply with California Government Code, § 2990 and CCR Title  
11 2, Division 4, Chapter 5, in matters related to the development, implementation, and  
12 maintenance of a nondiscrimination program.

13               (B) Contractor agrees to post in conspicuous places, notices available to all  
14 employees and applicants for employment setting forth the provisions of the Equal  
15 Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No.  
16 11246.

17               (C) Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973  
18 (29 USC § 794).

19       **15.12 Nepotism.** Except by consent of the DBH Director, or his or her designee, no person  
20 shall be employed by Contractor who is related by blood or marriage to or who is a member of  
21 the Board of Directors or an officer of Contractor.

22       **15.13 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
23 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
24 performance of any continuing or other obligation of the Contractor and does not prohibit  
25 enforcement by the County of any obligation on any other occasion.

26       **15.14 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
27 between the Contractor and the County with respect to the subject matter of this Agreement,  
28 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,

1 publications, and understandings of any nature unless those things are expressly included in  
2 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
3 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
4 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
5 exhibits.

6 **15.15 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
7 create any rights or obligations for any person or entity except for the parties.

8 **15.16 Authorized Signature.** The Contractor represents and warrants to the County that:

9 (A) The Contractor is duly authorized and empowered to sign and perform its  
10 obligations under this Agreement.

11 (B) The individual signing this Agreement on behalf of the Contractor is duly  
12 authorized to do so and his or her signature on this Agreement legally binds the  
13 Contractor to the terms of this Agreement.

14 **15.17 Electronic Signatures.** The parties agree that this Agreement may be executed by  
15 electronic signature as provided in this section.

16 (A) An “electronic signature” means any symbol or process intended by an individual  
17 signing this Agreement to represent their signature, including but not limited to (1) a  
18 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
19 electronically scanned and transmitted (for example by PDF document) version of an  
20 original handwritten signature.

21 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
22 equivalent to a valid original handwritten signature of the person signing this Agreement  
23 for all purposes, including but not limited to evidentiary proof in any administrative or  
24 judicial proceeding, and (2) has the same force and effect as the valid original  
25 handwritten signature of that person.

26 (C) The provisions of this section satisfy the requirements of Civil Code section  
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
28 Part 2, Title 2.5, beginning with section 1633.1).

1 (D) Each party using a digital signature represents that it has undertaken and  
2 satisfied the requirements of Government Code section 16.5, subdivision (a),  
3 paragraphs (1) through (5), and agrees that each other party may rely upon that  
4 representation.

5 (E) This Agreement is not conditioned upon the parties conducting the transactions  
6 under it by electronic means and either party may sign this Agreement with an original  
7 handwritten signature.

8 15.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
9 original, and all of which together constitute this Agreement.

10 [SIGNATURE PAGE FOLLOWS]


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The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

COUNTY OF FRESNO

SEE FOLLOWIG SIGNATURE PAGES

  
\_\_\_\_\_  
Sal Quintero, 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

By:   
\_\_\_\_\_  
Deputy

For accounting use only:

Org No.: 56302081  
Account No.: 7295/0  
Fund No.: 0001  
Subclass No.:10000

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1 Provider: **COMPREHENSIVE ADDICTION PROGRAMS, INC.**

2  
3 By  Joshua Richtel (May 22, 2023 20:09 PDT)

4  
5 Print Name: Joshua Richtel

6  
7 Title: President  
8 Chairman of the Board, President, or Vice President

9 Date: May 22, 2023

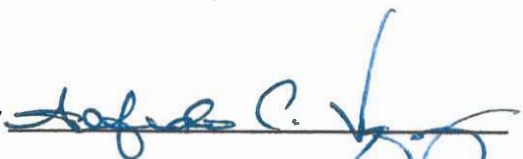
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11  
12 By  Jeff Ward (May 24, 2023 09:45 PDT)

13 Print Name: Jeff Ward

14  
15 Title: Assistant Treasurer  
16 Secretary (of Corporation), Assistant Secretary,  
17 Chief Financial Officer, or Assistant Treasurer

18 Date: May 24, 2023

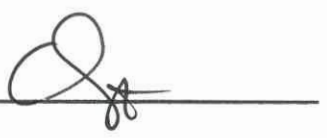
1 Provider: **FRESNO COUNTY HISPANIC COMMISSION ON ALCOHOL AND DRUG**  
2 **ABUSE SERVICES, INC.**

3  
4 By 

5  
6 Print Name: ALFREDO C. VASQUEZ

7  
8 Title: CHAIR  
Chairman of the Board, President, or Vice President

9  
10 Date: 5/23/23

11  
12  
13 By 

14 Print Name: Domingo Zapata

15  
16 Title: Executive Director  
Secretary (of Corporation), Assistant Secretary,  
17 Chief Financial Officer, or Assistant Treasurer

18  
19 Date: 5/24/23


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

2  
3 James C Callaghan Jr  
4 By James C Callaghan Jr (May 23, 2023 13:14 PDT)

5 Print Name: James C Callaghan Jr

6  
7 Title: CEO/President  
8 Chairman of the Board, President, or Vice President

9 Date: May 23, 2023

10  
11  
12 By  Tracey Mcdermott (May 23, 2023 13:20 PDT)

13 Print Name: tracey mcdermott

14  
15 Title: CFO  
16 Secretary (of Corporation), Assistant Secretary,  
17 Chief Financial Officer, or Assistant Treasurer

18 Date: May 23, 2023

1 Provider: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**

2  
3  
4 By 

5 Print Name: RAYMOND BANKS

6  
7 Title: CHIEF EXECUTIVE OFFICER

Chairman of the Board, President, or Vice President

8  
9 Date: 5/24/23

10  
11  
12 By 

13 Print Name: William Goodric

14  
15 Title: CFO

16 Secretary (of Corporation), Assistant Secretary,  
17 Chief Financial Officer, or Assistant Treasurer

18 Date: 5-24-23

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Provider: WESTCARE CALIFORNIA, INC.

By Shawn L. Jenkins

Print Name: Shawn Jenkins

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

Date: 5/25/2023

Attesting to authority to execute  
pursuant to Resolution WCCA 2023-02

By J. Hanna

Print Name: Jim Hanna

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

Date: 05/25/2023

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Fresno County Department of Behavioral Health  
 Provider Maximum Annual Allocations

**Non-DMC Residential Vendor List**

VENDOR	CONTACT	PHONE NUMBER / FAX	EMAIL	TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-profit Corporation	\$351,000	\$351,000	\$351,000	\$351,000
Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc. Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	Executive Director	(559) 268-6480	info@hispaniccommission.org	501(c)3 Non-profit Corporation	\$225,000	\$225,000	\$225,000	\$225,000
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	CEO CFO	(858) 573-2600	contact@turnbhs.org	501(c)3 Non-profit Corporation	\$135,000	\$135,000	\$135,000	\$135,000
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, Ca 93290	Chief Executive Officer	(559) 732-8086	info@tpocc.org	501(c)3 Non-profit Corporation	\$110,000	\$110,000	\$110,000	\$110,000
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	\$440,000	\$440,000	\$440,000	\$440,000

**Non-DMC Withdrawal Management Vendor List**

VENDOR	CONTACT	PHONE NUMBER	EMAIL	TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	CEO CFO	(559) 251-4800	contact@turnbhs.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
					\$ 1,261,000	\$ 1,261,000	\$ 1,261,000	\$ 1,261,000

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

## **Exhibit B**

### **Non-Drug Medi-Cal**

### **Residential Treatment**

### **Scope of Work**

Contractors, as listed in the Exhibit A, Non-DMC Residential Treatment Vendor List, to this Master Agreement shall provide administrative and direct program services to County's Medi-Cal ineligible persons served. For persons served under the age of 21, the Contractor shall provide all medically necessary SUD services required pursuant to Section 1396d(r)(r) of Title 42 of the United States Code (Welfare & Institutions Code 14184.402(e)).

Contractor shall deliver services using evidence-based practice models. Contractor shall provide said services in Contractor's program(s) as described herein.

### **TARGET POPULATION**

Contractor shall provide services to the Medi-Cal ineligible perinatal and non-perinatal adult and adolescent populations residing in Fresno County who are assessed to have a substance use disorder.

### **SERVICES TO BE PROVIDED**

Contractor shall provide medically necessary covered Residential SUD services, to adults and adolescents residing in Fresno County, who meet access criteria for receiving SUD services.

Services 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. Contractor 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. Contractor 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.

## Exhibit B

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

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

8 Contractor shall observe and comply with all lockout and non-reimbursable service rules,  
9 as outlined in the Drug Medi-Cal Billing Manual.

### 11 **RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES (EXCLUDING 12 ROOM AND BOARD) (ASAM LEVELS 3.1, 3.3 and 3.5)**

13 Residential treatment services are delivered to persons served when medically  
14 necessary in a short-term residential program corresponding to at least one of the following  
15 levels:

- 16 • Level 3.1 - Clinically Managed Low-Intensity residential Services
- 17 • Level 3.3 - Clinically Managed Population-Specific High Intensity Residential  
Services
- 18 • Level 3.5 - Clinically Managed High Intensity Residential Services

19 Residential treatment services are provided in facilities licensed by the DHCS or the  
20 California Department of Social Services for adolescents that also have DMC certification and a  
21 DHCS Level of Care Designation or an ASAM LOC Certification demonstrating ability to delivery  
22 care consistent with ASAM treatment criteria. Residential providers are required to maintain a  
23 ASAM LOC Designation and/or certification for each level of care provided by the facility.

24 The Contractor must provide 24-hour care with trained personnel, including awake staff  
25 on the overnight shift to address persons served needs.

26 The length of stay in a short-term residential setting shall be determined by  
27 individualized clinical need. The statewide goal for the average length of stay for residential  
28 treatment services is 30 days. Services must include preparation for a step down to a less  
intensive level of care, when clinically appropriate. Adolescent persons served receiving

## Exhibit B

1 residential treatment shall be stabilized as soon as possible and moved down to a less intensive  
2 level of treatment. Nothing in the DMC-ODS or in this paragraph overrides any EPSDT  
3 requirements.

4 Residential services include the following service components:

- 5 • Assessment
- 6 • Care Coordination
- 7 • Counseling (individual/group)
- 8 • Family Therapy
- 9 • Medication Services
- 10 • Patient Education
- 11 • Recovery Services
- 12 • SUD Crisis Intervention Services

13 All residential treatment services may be provided in person, by telehealth, or telephone.  
14 Telehealth and telephone services, when provided, shall supplement, not replace, the in-person  
15 services and the in-person treatment milieu; most services in a residential facility must be in-  
16 person.

### 17 **WITHDRAWAL MANAGEMENT (Level 1-WM, Level 2-WM and Level 3.2-WM)**

18 Withdrawal management services are provided to persons served experiencing  
19 withdrawal in the following outpatient, residential, or inpatient settings:

- 20 • Level 1 -WM: Ambulatory withdrawal management without extended on-site  
21 monitoring (Mild withdrawal with daily or less than daily outpatient supervision).
- 22 • Level 2-WM: Ambulatory withdrawal management with extended on-site  
23 monitoring (Moderate withdrawal with daytime withdrawal management and  
24 support and supervision in a non-residential setting).
- 25 • Level 3.2-WM: Clinically managed residential withdrawal management (24-hour  
26 support for moderate withdrawal symptoms that are not manageable in outpatient  
27 setting).
- 28 • Level 3.7-WM: Medically Managed Inpatient Withdrawal Management (24-hour  
care for severe withdrawal symptoms requiring 24-hour nursing care and  
physician visits).
- Level 4-WM: Medically managed intensive inpatient withdrawal management  
(Severe, unstable withdrawal requiring 24-hour nursing care and daily physician  
visits to modify withdrawal management regimen and manage medical  
instability).

## Exhibit B

1 Withdrawal management (WM) services are prescribed based the ASAM criteria.  
2 Contractor shall ensure persons served receiving both residential and outpatient WM services  
3 are monitored during the detoxification process. Withdrawal Management services may be  
4 provided in an outpatient or residential setting.

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

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

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

16 Withdrawal Management services include the following service components:

- 17 • Assessment
- 18 • Care Coordination
- 19 • Medication Services
- 20 • Observation
- 21 • Recovery Services

### 22 **PEER SUPPORT SERVICES (Available following County Opt In)**

23 Peer support services promote recovery, resiliency, engagement, socialization, self-  
24 sufficiency, self-advocacy, development of natural supports, and identification of strengths  
25 through structured activities such as group and individual coaching to set recovery goals and  
26 identify steps to reach the goals.

27 Peer support services may be provided with the person served or significant support  
28 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

## Exhibit B

1 the purpose of the collateral's participation is to focus on the treatment needs of the person  
2 served.

3 Peer support services are delivered and claimed as a standalone service. Peer support  
4 services can be provided in conjunction with other services or levels of care, including inpatient  
5 and residential services, but shall be billed separately. There may be times when, based on  
6 clinical judgment, the person served is not present during the delivery of the service, but  
7 remains the focus of the service.

8 Peer Support Services are based on a plan of care that includes specific individualized  
9 goals and is approved by a Behavioral Health Specialist or a Peer Support Supervisor.

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

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

### RECOVERY SERVICES

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

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

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

## Exhibit B

1 Contractors that do not opt to make recovery services available must refer and provide  
2 linkage to persons served to a contractor that provides recovery services.

3 Recovery Services shall include the following service components:

- 4 • Assessment
- 5 • Care Coordination
- 6 • Counseling (individual and group)
- 7 • Family Therapy
- 8 • Recovery Monitoring, which includes recovery coaching and monitoring designed  
9 for the maximum reduction of the person served's SUD
- 10 • Relapse Prevention which includes interventions designed to teach persons  
11 served with SUD how to anticipate and cope with the potential for relapse for the  
12 maximum reduction of the person served's SUD.

### 13 **CLINICIAN CONSULTATION**

14 Clinician Consultation consists of LPHAs consulting with LPHAs, such as addiction  
15 medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to  
16 support the provision of care.

17 Clinician Consultation is not a direct service provided to persons served. Clinician  
18 Consultation is designed to support licensed clinicians with complex cases and may address  
19 medication selection, dosing, side effect management, adherence, drug-drug interactions, or  
20 level of care considerations. It includes consultations between clinicians designed to assist  
21 clinicians with seeking expert advice on treatment needs for specific persons served. These  
22 consultations can occur in person, by telehealth, by telephone, or by asynchronous  
23 telecommunication systems.

### 24 **CARE COORDINATION SERVICE**

25 Care Coordination services are defined as a service that assists persons served to  
26 access needed medical, educational, social, prevocational, vocational, rehabilitative, or other  
27 community services.

28 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.

## Exhibit B

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

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

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

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

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

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

### 21 **REFERRAL AND INTAKE PROCESS**

22 Contractor shall follow the referral and intake process as outlined in the Fresno County  
23 SUD Provider Manual.

### 24 **PROGRAM DESIGN**

25 Contractor shall maintain programmatic services as described herein.

26 Contractor shall provide services allowable under their current DMC certifications. In  
27 addition to services specific to Contractor's DMC certification, contractor is expected to make  
28 the following services available:

- Care coordination
- Recovery services
- Peer support services
- Clinician Consultation

## Exhibit B

### DISCHARGE CRITERIA AND PROCESS

Contractor will engage in discharge planning beginning at intake for each person served under this Agreement. Discharge planning will include regular reassessment of person served's functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

When possible, discharge will include linkage to treatment at a lower level of care or intensity appropriate to person served's needs and provision of additional referrals and linkages to community resources for person served to utilize after discharge.

### SERVICE AUTHORIZATION REQUIREMENTS

Residential providers must submit a treatment authorization request (TAR) within three (3) days of admission for a person served entering a residential level of care (3.1, 3.3 or 3.5) and prior to the expiration of each authorized treatment period. Treatment authorization request processes can be found in the Fresno County SUD Provider Manual. Documentation needed to facilitate the determination of medical necessity being met and the appropriate ASAM level of care may be requested by TAR reviewer. An authorization will be provided within 24 hours of the request.

Prior to requesting a treatment authorization, providers must complete an assessment and initial determination of diagnosis.

For requests for continuation of services that require prior authorization, providers must call the Administrative Service Organization (ASO) at least five (5) calendar days in advance of the end date of current authorization. Required documentation includes, at a minimum, the most recent treatment plan and reassessment.

### CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

Contractor shall work collaboratively with County to develop process benchmarks and monitor progress in the following areas:

- Timeliness to care standards
  - Residential TARs within 3 days

## Exhibit B

- 1           ▪ Engagement and retention in treatment
- 2                   • No Shows/Cancellations
- 3                   • Average length of stay
- 4                   • Readmissions within 30 days
- 5                   • Successful CalOMS discharge
- 6           ▪ Care Coordination
- 7                   • Referrals and linkage to other levels of care or services
- 8           ▪ Efficiency
- 9                   • Average annual cost of person receiving SUD services
- 10                  • Percentage of High-Cost Utilizers
- 11                  • Ratio of clinical staff to persons served
- 12                  • Clinical staff productivity
- 13           ▪ Surveys
- 14                   • Increase participation in Treatment Perception Survey (TPS)
- 15                   • Increase satisfaction reported in TPS
- 16                   • Increase participation in Employee Engagement Survey
- 17           ▪ Quality Assurance
- 18                   • Timely chart reviews
- 19                   • Participation in person served feedback groups

20           Contractor will collaborate with the County in the collection and reporting of performance  
21 outcomes data, including data relevant to Healthcare Effectiveness Data and Information Set  
22 (HEDIS®) measures, as required by DHCS. Measures relevant to this Agreement are indicated  
23 below:

- 24           ▪ Follow up After Emergency Department Visit for Alcohol and Other Drug Abuse  
25                   (FUA)
- 26           ▪ Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence  
27                   Treatment

### REPORTING AND EVALUATION REQUIREMENTS

28           Contractor shall complete all reporting and evaluation activities as required by the  
County and described herein. Refer to Article 1 of this Agreement for additional information on  
reporting and monitoring.

## Exhibit B

### ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

County will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.

County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.

County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that County has capacity and capability to provide this assistance. In doing so, the County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.

Any requests for technical assistance by Contractor regarding any part of this Agreement shall be directed to the County's designated contract monitor.

Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.

These trainings shall be conducted by County or, at County's discretion, by Contractor staff, or both, and may address any standards contained in this Agreement.

Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting person served care or medical items or services.

Contractor shall require that physicians receive a minimum of five hours of continuing medical education related to addiction medicine each year.

Contractor shall require that professional staff (LPHAs) receive a minimum of five hours of continuing education related to addiction medicine each year.

**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 through 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 through 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 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](mailto:DBHADPBusinessOffice@fresnocountyca.gov) and your assigned DBH analyst and report any overpayment.

## **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. 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. 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.

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.

#### **D. 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.

#### **E. 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.

F. ACCESS TO SERVICES

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

G. 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.

H. 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.

I. 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, person served 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.

**2. CONTROL REQUIREMENTS**

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with the Control 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.

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.

**3. 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.

**4. 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](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.

**5. PERINATAL PRACTICE GUIDELINES**

CONTRACTOR shall comply with the perinatal program requirements as outlined in the current version of the Perinatal Practice Guidelines available online at:

<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

**6. 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.

**7. BARRIERS TO SERVICES**

CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations. CONTRACTOR shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- A. Lack of educational materials or other resources for the provision of services.
- B. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- C. Institutional, cultural, and ethnicity barriers.
- D. Language differences.
- E. Lack of service advocates.
- F. Failure to survey or otherwise identify the barriers to service accessibility.
- G. Needs of persons with a disability.

**8. 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.

**9. CALIFORNIA OUTCOMES MEASUREMENT SYSTEM FOR TREATMENT (CALOMS-TX)**

CONTRACTOR shall comply with the CalOMS-Tx data collection requirements for submission of data to COUNTY. CONTRACTOR shall submit admission, discharge, annual update, resubmission of records containing errors or in need of correction, and "provider no activity" report records in a format approved by COUNTY.

**10. 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.

**11. DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)**

CONTRACTOR shall submit monthly DATAR reports by the 5<sup>th</sup> of the month following the report activity month. CONTRACTOR shall be considered compliant if a minimum of 95 percent of required DATAR reports are received by the due date.

**12. 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 person served or potential person served 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 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 person served 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.

**13. DRUG FREE WORKPLACE**

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

**14. SUBCONTRACT PROVISIONS**

The following contract provisions are required to be included in all agreements verbatim by the Department of Health Care Services. Any references to “County” in the foregoing clauses shall apply to the CONTRACTORS noted in Exhibit A of this agreement.

**A. ADDITIONAL CONTRACT RESTRICTIONS**

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

**B. HATCH ACT**

County agrees to 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.

C. NO UNLAWFUL USE OR UNLAWFUL MESSAGE REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

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.

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

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. DEBARMENT AND SUSPENSION

COUNTY shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

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

F. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

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

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

1. Trading Partner Requirements

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

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

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

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

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

#### 6. Data Transmission Log

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

#### H. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

These regulations 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.

#### I. COUNSELOR CERTIFICATION

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.

#### J. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/cas/standards>

CONTRACTOR must comply 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.

#### K. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. TUBERCULOSIS TREATMENT

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

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

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

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. 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.

N. TRIBAL COMMUNITIES AND ORGANIZATIONS

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

O. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

P. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

Q. ADOLESCENT BEST PRACTICES GUIDELINES

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

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

R. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

County 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. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

T. FEDERAL LAW REQUIREMENTS

1. 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.

2. 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.

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

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

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

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

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

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

9. 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.

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

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

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

U. STATE LAW REQUIREMENTS

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

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

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

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. ADDITIONAL CONTRACT RESTRICTIONS

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

2. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

W. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

1. County 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.

2. County 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, or (d) video remote language interpreting services.

**15. FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION**

**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 person served 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.

## **16. SMOKING-FREE WORKPLACE CERTIFICATION**

(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.

**17. 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.

**18. 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.



# Smartcare Software and Hardware Requirements for Customer Workstations

*Last Updated: 3/11/2022*

## **Operating System(s) Supported:**

- Windows 10 or later.
- Apple IOS 11+

## **Browsers Supported:**

- Google Chrome
- Microsoft Edge (Windows only)

## **Hardware Requirements:**

- 2.0+ GHz multi-core processor.
- 8GB of free RAM
- 10GB of free disk space
- Broadband (10MBps+) Internet Connection

## **Document Scanning Hardware:**

- TWAIN-Compatible Sheet Fed scanner directly connected to the workstation. Our partner supports many brands and can provide a compatibility testing link upon request.

## **Insurance Card Scanning Hardware:**

- Ambir ImageScan Pro 490i Duplex ID Card and Document Scanner

## **Signature Pad Hardware and Software:**

- SmartCare supports Topaz-branded USB signature pads directly connected to the workstation. T-LBK460-HSB-R is the recommended model.
- Topaz SIGWEB drivers (available from Topaz).

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 \_\_\_\_\_

## PROVIDER REPORTS

**Fresno County  
Department of Behavioral Health**

## Substance Use Disorder Services

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
<b>ASAM Level of Care (LOC)</b>	Tracks level of care determined at screening, assessment, and reassessment and actual LOC referred to.	Avatar	Reports are imported monthly to Avatar via excel template or directly into Avatar through the ASAM LOC form. Template provided by DBH.		20 <sup>th</sup> of the month		
<b>DATAR</b>	Provides capacity and utilization information on publicly funded SUD programs.	DHCS Webpage			5th of following month		
<b>Monthly Status Report (MSR)</b>	Managed care requirement. Used to monitor network adequacy standards. Provides status on DMC programs and is used to update provider directory.	sas@fresnocountyca.gov	<p>Template provided by DBH.</p> <ul style="list-style-type: none"> <li>Provider shall enter information per modality. If provider offers multiple levels of 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).</li> <li>Providers are asked to report departing counselors via MSR as soon as they become aware of the upcoming change.</li> </ul>		15th of following month		
<b>Wait List*</b>	Provides information on length of waittime for admission into a residential program.	sas@fresnocountyca.gov	Applicable to residential providers only		15th of following month		
<b>Ineligible Persons Screening</b>	Checks for clinicians' eligibility to provide services based on sanctions or exclusion status.	sas@fresnocountyca.gov	Template provided by DBH		15th of current month		
<b>Missed Appointments</b>	Collects missed appointment data.	Avatar			15 <sup>th</sup> of following month		
<b>Grievance Log</b>	DHCS requirement. Collects grievances at SUD programs.	mcare@fresnocountyca.gov	Template provided by DBH		15th of following month		
<b>Operational Expense Review (OER)*</b>	Tracks provider expenses and monitors whether reported costs are allowable.	sas@fresnocountyca.gov	Template provided by DBH		25th of following month		

## PROVIDER REPORTS

**Fresno County  
Department of Behavioral Health**

**Substance Use Disorder Services**

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
<b>Network Adequacy Certification Tool (NACT)</b>	Used to monitor network adequacy standards.	sas@fresnocountyca.gov	Template provided by DBH			Feb 1	
<b>Culturally and Linguistically Appropriate Services (CLAS) self-assessment and CLAS plan</b>	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	
<b>Americans with Disabilities Act (ADA) self-assessment</b>	Used to monitor compliance with legislation that prohibits discrimination against people with disabilities.	sas@fresnocountyca.gov	Template provided by DBH			TBD	
<b>Cost Report*</b>	Identifies costs and charges related to program.	sas@fresnocountyca.gov	Due annually; date set by DHCS and DBH			TBD	
<b>Risk Assessment</b>	Mandated questionnaire used to determine a provider's risk category classification.	<b>Electronic copy:</b> sas@fresnocountyca.gov  <b>Hard copy:</b> 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	

## PROVIDER REPORTS

Fresno County  
Department of Behavioral Health

## Substance Use Disorder Services

## Additional Reports

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
Logic Manager	Incident reporting system	Logic Manager	<ul style="list-style-type: none"> <li>Providers are required to complete an online report of any incidents that compromise the health and safety of clients, employees or community members.</li> <li>Reports must be submitted within 48 hours of an incident.</li> </ul>				X
Access Form	Collects timeliness data.	Avatar	<ul style="list-style-type: none"> <li>Complete form at the time that an individual requests SUD treatment</li> <li>Instructions are posted at our SUD Services Provider Page</li> </ul>				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	<ul style="list-style-type: none"> <li>Timeframes vary. Refer to MHSUDS IN #18-010E: <a href="https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx">https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx</a></li> <li>Templates provided by DBH, available at the Provider page: <a href="https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers">https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers</a></li> </ul>				X

\*Excluding NTP-only Providers

## 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](mailto:DBHIncidentReporting@fresnocountyca.gov) and the assigned contract analyst.

Fresno County Department of Behavioral Health  
 Non-DMC Residential/Withdrawal Management Treatment Compensation  
 Approved Rates by Modality/Provider

	Day Rate			
<b>Residential 3.1</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>
Comprehensive Addiction Programs	138.61			
Fresno County Hispanic Commission	111.05			
Mental Health Systems	172.38			
Turning Point - Quest House	177.92			
WestCare - Bakersfield	163.41			
WestCare Fresno -Mens	156.84			
WestCare Fresno - Perinatal	170.78			
WestCare Fresno - Womens	158.83			
<b>Withdrawal Management 3.2</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>
Comprehensive Addiction Programs	145.17			
Mental Health Systems	127.27			
WestCare Fresno	164.24			
<b>Residential 3.3</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>
WestCare Fresno	227.59			
<b>Residential 3.5</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>
Comprehensive Addiction Programs	151.66			
Mental Health Systems	172.38			
Turning Point - Quest House	188.52			
WestCare - Bakersfield	120.63			
WestCare Fresno -Mens	163.66			
WestCare Fresno - Perinatal	175.84			
WestCare Fresno - Womens	173.87			

Fresno County Department of Behavioral Health  
 Non-DMC Residential/Withdrawal Management Treatment Compensation  
 Approved Care Coordination, Recovery Services and Medication Assisted Treatment  
 Rates by Provider  
 Fiscal Year 2023-24

<b>Provider Type</b>	<b>Provider Rate Per Hour</b>	<b>Minimum Direct Care Percentage</b>
Physicians Assistant	\$409.38	40%
Nurse Practitioner	\$453.91	40%
RN	\$370.76	40%
Pharmacist	\$436.93	40%
MD	\$912.79	N/A
Psychologist/Pre-licensed Psychologist	\$367.09	40%
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$237.56	40%
Alcohol and Drug Counselor	\$197.05	45%
Peer Recovery Specialist	\$187.66	35%

# Exhibit K

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

## Exhibit K

**Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under “Data Security” clause of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit K

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

## Exhibit K

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

## **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: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name & Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Agency or Company)

## **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.

# Exhibit N

## Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

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

## Exhibit N

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

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

<b>I. Identifying Information</b>			
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.

- |  |            |                          |
|--|------------|--------------------------|
| <p>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? .....</p> | <b>YES</b> | <b>NO</b>                |
| <input type="checkbox"/>   |            | <input type="checkbox"/> |
| <p>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? .....</p>   | <b>YES</b> | <b>NO</b>                |
| <input type="checkbox"/>   |            | <input type="checkbox"/> |
| <p>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) .....</p>                                   | <b>YES</b> | <b>NO</b>                |
| <input type="checkbox"/>   |            | <input type="checkbox"/> |

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 be reported 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.

**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

## **Exhibit Q Data Security**

### **1. Definitions**

Capitalized terms used in this Exhibit Q have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit Q.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit Q.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit Q.

**Exhibit Q**  
**Data Security**

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

**2. Standard of Care**

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit Q;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

## **Exhibit Q Data Security**

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### **3. Information Security**

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit Q, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

## **Exhibit Q Data Security**

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit Q. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

### **4. Security Breach Procedures**

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: 559-600-5900, followed promptly by email at the following email address: incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit Q, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit Q, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

## **Exhibit Q Data Security**

In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit Q.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### **5. Oversight of Security Compliance**

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit Q, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit Q.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit Q. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

## **Exhibit Q Data Security**

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit Q, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit Q to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit Q may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit Q and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit Q or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

**Exhibit Q**  
**Data Security**

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit Q shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit Q is intended to confer, nor shall anything in this Exhibit Q confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.