

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor listed in Exhibit A “DMC Outpatient 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 Intergovernmental Agreement with the California Department of Health Care Services (“DHCS” or “State”) to arrange for the provision of mandated outpatient substance use disorder treatment services, also known as Drug Medi-Cal (DMC) 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 “Drug Medi-Cal Outpatient Treatment Scope of Work.”

Contractor shall fulfill all the responsibilities of providing Drug Medi-Cal Outpatient treatment 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       1.4     **Guiding Principles of Care Delivery.** Contractor shall align program, services, and  
6 practices with the vision and mission within Exhibit C, DBH Guiding Principles of Care Delivery,  
7 attached and incorporated by this reference. Contractor may be required to utilize and integrate  
8 any such clinical tools determined by DBH to be beneficial to persons served at DBH's  
9 discretion.

10       1.5     **Behavioral Health Compliance Program.** Contractor shall comply with all  
11 requirements of the Fresno County Behavioral Health Compliance Program Code of Conduct  
12 and Ethics, as set forth in Exhibit D. Within thirty (30) days of entering into this Agreement with  
13 the County, new Contractors shall have all employees, agents and subcontractors providing  
14 services under this Agreement complete General Compliance training and certify in writing, that  
15 they have received, read, understood, and shall abide by the requirements set forth in Exhibit D.  
16 Contractor shall ensure that within thirty (30) days of hire, all new employees, agents and  
17 subcontractors providing services under this Agreement complete General compliance training  
18 and certify in writing that they have received, read, understood, and shall abide by the  
19 requirements set forth in Exhibit D.

20             (A) Contractor will require all employees, agents and subcontractors providing  
21 services under this Agreement to complete General Compliance training annually  
22 thereafter and appropriate employees, agents and subcontractors shall complete  
23 Substance Use Disorder Documentation Billing or billing/reimbursement training.  
24 Contractor understands that the promotion of and adherence to such requirements is an  
25 element in evaluating the performance of Contractor and its employees, agents, and  
26 subcontractors.

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

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

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

11 1.6 **Employee Assistance.** Employees involved in a crisis incident should be offered  
12 appropriate Employee Assistance Program (EAP) or similar related wellness and recovery  
13 assistance. In conjunction with the County DBH's Guiding Principles of Care Delivery and  
14 wellness of the workforce, Contractor shall align their practices around this vision and ensure  
15 needed debriefing services are offered to all employees involved in a crisis incident. Employees  
16 shall be afforded all services to strengthen their recovery and wellness related to the crisis  
17 incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce  
18 wellness shall be submitted to the County's DBH.

19 1.7 **Timely Access.** Contractor must complete requests for service for all persons  
20 served (including persons served referred by Drug Court or Probation) within timeframes  
21 specified below from initial contact:

22 (A) Outpatient and Intensive Outpatient within ten (10) business days;

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

26 1.8 **Drug Medi-Cal Specific Requirements.** Contractor shall comply with the  
27 requirements stated within the Intergovernmental Agreement as listed in Exhibit E, DMC  
28 Specific Requirements, attached and incorporated by this reference; and with all other

1 provisions set forth in the Intergovernmental Agreement, made available by the Department of  
2 Behavioral Health (DBH) at the following web address and by this reference incorporated  
3 herein: [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)  
4 [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”  
5 and County is referred to therein as Contractor.

6 1.9 **Evidence-Based Practices.** Contractor shall implement Motivational Interviewing  
7 and at least two additional Evidence-Based Practices (EBPs) per modality from the following:  
8 Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-  
9 Education.

10 1.10 **Provider Manual.** Contractor shall comply with the Fresno County Substance Use  
11 Disorder (FCSUD) Provider Manual, hereinafter referred to as the “Provider Manual” and by this  
12 reference incorporated herein, available by DBH at the following web address:

13 [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)  
14 [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  
15 required for changes to the Provider Manual to apply.

16 1.11 **Evaluation – Monitoring.** Contractor shall participate in a review of the program at  
17 least yearly or more frequently, or as needed, at the discretion of County. The Contractor  
18 agrees to supply all information requested by the County, DHCS, and/or the subcontractor of  
19 County or DHCS during the program evaluation, monitoring and/or review.

20 County’s DBH Director, or his or her designee, and DHCS or their designees shall  
21 monitor and evaluate the performance of Contractor under this Agreement to determine to the  
22 best possible degree the success or failure of the services provided under this Agreement. At  
23 the discretion of the County, a subcontractor may be obtained by the County to independently  
24 evaluate and monitor the performance of the Contractor. Contractor shall participate in the  
25 evaluation of the program as needed at the discretion of the County.

26 Monitoring and evaluation activities will include, but are not limited to, program  
27 documentation reviews such as clinical chart and group sign-in sheets, a review of personnel  
28

1 files, a facility walkthrough and a contract compliance desk review. Monitoring may be  
2 conducted in-person, virtually or a combination thereof.

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

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

7 1.12 **Subcontracts.** Contractor shall be required to assume full responsibility for all  
8 services and activity covered by this Agreement, whether or not Contractor is providing services  
9 directly. Further, Contractor shall be the sole point of contact with regard to contractual matters,  
10 including payment of any and all charges resulting from this Agreement.

11 (A) If Contractor should propose to subcontract with one or more third parties to  
12 carry out a portion of services covered by this Agreement, any such subcontract shall be  
13 in writing and approved as to form and content by County's DBH Director, or his or her  
14 designee, prior to execution and implementation. County's DBH Director, or his or her  
15 designee, shall have the right to reject any such proposed subcontract.

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

18 (C) An executed copy of any such subcontract shall be received by County before  
19 any implementation and shall be retained by County. Contractor shall be responsible to  
20 County for the proper performance of any subcontractor. Any subcontractor shall be  
21 subject to the same terms and conditions that Contractor is subject to under this  
22 Agreement, including, without limitation, the licensing, certification, privacy, data security  
23 and confidentiality requirements set forth herein, and include the applicable provisions of  
24 42 C.F.R. § 438.230.

25 1.13 **Physical Health Medicine.** It is expressly recognized that Contractor cannot engage  
26 in the practice of physical health medicine. If any medical services outside of the scope of the  
27 Contractor's medical director are provided in connection with the services under this Agreement,  
28 such medical services shall be performed by an independent contract physician. In this

1 instance, the requirements of the Confidential Medical Information Act (Civil Code 56 et seq.)  
2 shall be met.

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

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

11 1.14 **Quality Improvement.** Contractors shall participate in ongoing quality assessment  
12 and performance improvement programs (PIPs) consistent with requirements contained within  
13 the DMC Intergovernmental Agreement that focus on both clinical and nonclinical areas. Each  
14 performance improvement project shall be designed to achieve significant improvement,  
15 sustained over time, in health outcomes and satisfaction of persons served. All performance  
16 improvement projects shall contain the following elements:

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

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

20 (C) Evaluation of the effectiveness of the interventions based on the performance  
21 measures; and

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

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

25 County shall establish a QI Committee to review the quality of SUD treatment  
26 services provided to persons served. The QI Committee shall recommend policy decisions;  
27 review and evaluate the results of QI activities, including performance improvement projects;  
28 institute needed QI actions; ensure follow-up of QI processes; and document QI Committee

1 meeting minutes regarding decisions and actions taken. Contractor shall actively participate in  
2 quality improvement trainings, meetings, and committees on an as needed basis.

3       1.15   **Electronic Health Record.** Contractor may opt into maintain its records in County  
4 electronic health record (EHR) system. Contractor must meet the minimum system  
5 requirements in accordance with Exhibit F, SmartCare Software and Hardware Requirements.  
6 At a minimum, Contractor shall, at its own cost, have a computer system compatible with  
7 County's current billing and EHR system for the provision of submitting information required  
8 under the terms and conditions of this Agreement.

9               Contractors that maintain their own EHR must obtain certification from The Office of  
10 the National Coordinator for Health Information Technology (ONC) Health IT Certification  
11 Program (Certification Program) or an ONC-Authorized Certification Body (ONC-ACB).  
12 Additionally, Contractor shall maintain their certification in compliance with the requirements  
13 outlined in the Conditions and Maintenance of Certification, available at:

14 <https://www.healthit.gov/topic/certification-ehrs/conditions-maintenance-certification>. Contractor  
15 shall ensure all employees who use an EHR sign an Electronic Signature Agreement (See  
16 sample, Exhibit G) and maintain a copy in the employee's personnel file.

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

21       1.16   **Prohibition on Publicity.** None of the funds, materials, property or services  
22 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,  
23 fundraising, or publicity (i.e, purchasing of tickets/tables silent auction donations, etc.) for the  
24 purpose of self-promotion. Notwithstanding the above, publicity of the services described in the  
25 Exhibit B, Drug Medi-Cal Outpatient Treatment Scope of Work, of this Agreement shall be  
26 allowed as necessary to raise public awareness about the availability of such specific services  
27 when approved in advance by the DBH Director, or his or her designee, and at a cost to be  
28

1 provided for such items as written/printed materials, the use of media (i.e., radio, television,  
2 newspapers) and any other related expenses.

3       **1.17 Community Events.** Contractor shall notify County at least thirty (30) days in  
4 advance of any community event of which Contractor is the primary organizer. Contractor shall  
5 disclose and supply County with all written/printed materials and media used in the marketing  
6 and operation of the event. Contractor shall provide all materials to County at least two weeks  
7 prior to the date of the event. County reserves the right to review and approve all Contractor  
8 submitted materials.

9       **1.18 Public Information.** Contractor shall disclose its funding source in all public  
10 information. Communication products must follow DBH graphic standards, including typefaces  
11 and colors, to communicate DBH's authority and project a unified brand. This includes all media  
12 types and channels and all materials on and offline that are created as part of DBH's efforts to  
13 provide information to the public. Communication products must include a funding  
14 acknowledgement determined by the level of funding provided by DBH as follows:

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

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

18               (C) Funded, in part, by Fresno County Department of Behavioral Health (less than  
19 50% funded; and

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

22       **1.19 Meetings.** Contractor's staff will be required to attend regularly occurring meetings  
23 including Diversity, Equity and Inclusion Committee and All-Provider Meetings and trainings on  
24 an as-needed basis, which includes but is not limited to, trainings related to SUD treatment,  
25 fiscal processes, EHR, cultural competency, compliance, quality improvement and reporting  
26 requirements. For minimum training requirements refer to the Fresno County SUD Annual  
27 Training Plan available on the provider webpage at:  
28

1 [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)  
2 [providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)

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

7 1.20 **Staff Training Requirements.** Contractor shall document training on the SUD  
8 Annual Provider Training Plan which is to be maintained in the personnel files.

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

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

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

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

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

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

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

27 In addition, Contractor shall ensure all staff complete trainings in accordance with the  
28 Fresno County SUD Annual Training Plan, as amended from time to time. These trainings

1 include but are not limited to: Compliance; HIPAA; Cultural Competency; Ethics &  
2 Confidentiality; 42 CFR Part 2; Billing and Documentation; Evidence-Based Practices; Narcan  
3 Administration; and Medication Assisted Treatment.

4       1.21    **Change to Program or Leadership/Management.** Contractor shall notify County in  
5 writing of any change in organizational name, Head of Service or principal business at least 15  
6 business days in advance of the change. Contractor must be certified by DHCS before  
7 Contractor may participate in the DMC-ODS program. Contractor cannot reduce or relocate  
8 without first receiving approval by DHCS. A DMC certification application shall be submitted to  
9 the DHCS Provider Enrollment Division (PED) sixty (60) days prior to the desired effective date  
10 of the reduction of covered services or relocation. Contractor shall be subject to continuing  
11 certification requirements at least once every five years. Said notice shall become part of this  
12 Agreement upon acknowledgment in writing by the County, and no further amendment of the  
13 Agreement shall be necessary provided that such change of address does not conflict with any  
14 other provisions of this Agreement.

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

19               Such notification shall include any new leader or manager's name, address and  
20 qualifications. "Leadership or management" shall include any employee, member, or owner of  
21 Contractor who either a) directs individuals providing services pursuant to this Agreement; b)  
22 exercises control over the manner in which services are provided; or c) has authority over  
23 Contractor's finances.

24       1.22    **Reports.** Contractors shall submit all information and data required by County and  
25 State in accordance with Exhibit H – Provider Reporting Requirements, incorporated in this  
26 Agreement and also available on the DBH webpage at:

27 <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract->  
28 [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

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

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

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

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

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

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

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

21 (G) Monthly Status Report – Format provided by County DBH and due by the fifteen  
22 (15<sup>th</sup>) day of each month;

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

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

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

28

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

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

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

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

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

16 1.23 **Records Establishment and Maintenance.** Contractor shall establish and maintain  
17 records in accordance with State and Federal rules and regulations in addition to those  
18 requirements prescribed by County with respect to all matters covered by this Agreement. Except  
19 as otherwise authorized by County, Contractor shall retain all other records for a period of ten (10)  
20 years or from the date of completion of any audit, whichever is later.

21 1.24 **Documentation.** Contractor shall maintain adequate records in sufficient detail to  
22 make possible an evaluation of services and contain all the data necessary in reporting to the  
23 State of California and/or Federal agency. All persons served records shall be maintained  
24 pursuant to applicable State of California and Federal requirements concerning confidentiality.  
25 In the event of contract termination or expiration, all original copies of clinical records, including  
26 clinical charts, group sign-in sheets, and fiscal records, including original receipts, for a period of  
27 ten (10) years shall be delivered to County.



1 payment. The Contractor will be compensated for performance of its services under this  
2 Agreement as provided in this Article. The Contractor is not entitled to any compensation except  
3 as expressly provided in this Agreement.

4       **2.3 Invoices.** The Contractor shall submit monthly invoices to 1)  
5 [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov); 2) [DBH-Invoices@fresnocountyca.gov](mailto:DBH-Invoices@fresnocountyca.gov); and 3)  
6 [sas@fresnocountyca.gov](mailto:sas@fresnocountyca.gov). The Contractor shall invoice County for service month, in arrears, in  
7 the format directed by County. Invoices shall be based on claims entered into the County's EHR  
8 for the prior month. Invoices shall be submitted to County within fifteen (15) days after the close  
9 of the month in which services were rendered. Monthly payment for claimed services shall be  
10 based on the units of time assigned to each CPT or HCPCS code entered in the County's EHR  
11 multiplied by the practitioner service rates in Exhibit J, Substance Use Disorder Outpatient  
12 Services Rates.

13               County's payments to Contractor for performance of claimed services are provisional  
14 and subject to adjustment until the completion of all settlement activities. County's adjustments  
15 to provisional payments for claimed services shall be based on the terms, conditions, and  
16 limitations of this Agreement or the reasons for recoupment set forth in Exhibit E, Section 2.

17       **2.4 Claiming**

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

25               (B) Claims shall be complete and accurate and must include all required information  
26               regarding the claimed services. Claims data entry into the County's electronic  
27               information system shall be the responsibility of Contractor. County shall monitor  
28               the volume of services and cost of services entered into County's electronic

1 information system. Any and all audit exceptions resulting from the provision and  
2 reporting of Drug Medi-Cal services by Contractor will comply with all applicable  
3 policies, procedures, directives and guidelines regarding the use of County's  
4 electronic information system.

5 (C) Contractor shall maximize the Federal Financial Participation (FFP)  
6 reimbursement by claiming all possible Medi-Cal services and correcting denied  
7 services for resubmission as needed.

8 **2.5 Claiming Deadlines.** At the discretion of County's DBH Director or designee, if an  
9 invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or  
10 designee, shall have the right to withhold payment as to only the portion of the invoice that is  
11 incorrect or improper after five (5) days prior notice to Contractor. Contractor agrees to continue  
12 to provide services for a period of ninety (90) days after notification of an incorrect or improper  
13 invoice. If after the ninety (90) day period, the invoice is still not corrected to County DBH's  
14 satisfaction, County's DBH Director, or designee, may elect to terminate this Agreement,  
15 pursuant to the termination provisions stated in Article 5 of this Agreement.

16 All final invoices shall be submitted by Contractor within sixty (60) days following the  
17 final month of service for which payment is claimed. No action shall be taken by County on  
18 claims submitted beyond the sixty (60) day closeout period.

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

21 **Corrective Action Plans.** Contractors shall enter services into the County's EHR  
22 and submit invoices in accordance with the deadlines listed above and information shall be  
23 accurate. Failure to meet the requirements set forth above will result in a corrective action plan,  
24 at the discretion of County's DBH Director or designee, and may result in financial penalties or  
25 termination of agreement per Article 5.

26 **2.6 Arrears.** Payment to County shall be in arrears, based on Contractor's monthly  
27 invoices submitted for services provided during the preceding month, within forty-five (45) days  
28 after receipt, verification, and approval of Contractor's monthly invoices by County's DBH.

1        2.7    **Denials.**

2            (A) If payment for services is denied or disallowed by State, and subsequently  
3                        resubmitted to County by Contractor, disallowed portion will be withheld from the  
4                        next reimbursement to Contractor until County has received reimbursement from  
5                        State for said services.

6            (B) Residential and outpatient denied services that cannot be corrected by  
7                        Contractor may be paid by County through the applicable non-DMC master  
8                        agreement up to the Contractor's stated maximum compensation under such  
9                        agreement. To receive non-DMC reimbursement Contractor must have  
10                      completed the required eligibility verification at time of admission and the  
11                      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  
13                      non-DMC master agreement to receive non-DMC reimbursement. NTP and MAT  
14                      services are not eligible 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 perform eligibility and financial determinations for each person served  
20 prior to rendering services in accordance with the Drug Medi-Cal Billing Manual, unless directed  
21 otherwise by the Director.

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

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

4       2.9    **Other Health Coverage Billing Requirements.** In the event that a person served  
5 has Other Health Coverage (OHC), Contractor shall be responsible for billing the OHC prior to  
6 billing DMC to obtain either payment/denial from the OHC or have validation of claiming with no  
7 response within ninety (90) days after the claim was mailed.

8       2.10   **DMC Billing Rates.** County will periodically review rates for potential changes on a  
9 schedule to be determined by County.

10      2.11   **Restrictions, limitations and conditions.** This Agreement shall be subject to any  
11 restrictions, limitations, and/or conditions imposed by County or state or federal funding sources  
12 that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement  
13 is also contingent upon sufficient funds being made available to County or state or federal  
14 funding sources for the term of this Agreement. If the federal or state governments reduce  
15 financial participation in the Medi-Cal program, County agrees to meet with Contractor to  
16 discuss renegotiating the services required by this Agreement.

17      2.12   **Funding.** Funding is provided by fiscal year. Any unspent fiscal appropriation does  
18 not roll over and is not available for services provided in subsequent years. In the event that  
19 funding for these services is delayed by the State Controller, County may defer payments to  
20 Contractor. The amount of the deferred payment shall not exceed the amount of funding  
21 delayed by the State Controller to the County. The period of time of the deferral by County shall  
22 not exceed the period of time of the State Controller's delay of payment to County plus forty-five  
23 (45) days.

24      2.13   **Additional Financial Requirements.** County has the right to monitor the  
25 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
26 compliance with all applicable laws and regulations.

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

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

8 Federal Financial Participation (FFP) is not available for any amount furnished to an  
9 Excluded Individual or entity, or at the direction of a physician during the period of exclusion  
10 when the person providing the service knew or had reason to know of the exclusion or to an  
11 individual or entity when the County failed to suspend payments during an investigation of a  
12 credible allegation of fraud [42 U.S.C. Section 1396b(i)(2)].

13 **2.14 Covered Health Care Provider.** Contractor shall comply with 45 CFR 162.410(a)(1)  
14 for any subpart that would be a covered health care provider if it were a separate legal entity.  
15 For purposes of this paragraph, a covered health care provider shall have the same definition as  
16 set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor  
17 is in compliance with federal regulations.

18 **2.15 Prohibition on Redirection of Contracted Funds.**

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

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

25 **2.16 Accrual Accounting.** Contractor shall use the accrual method of accounting in  
26 preparation of all financial documents, forms and reports. Accounting must be in accordance  
27 with Generally Accepted Accounting Principles.

1        2.17 **Payment.** Payment shall be made by County to Contractor in arrears, for services  
2 provided during the preceding month, within forty-five (45) days after the date of invoice receipt,  
3 verification, and approval of Contractor's monthly invoices by County's DBH. Payment shall be  
4 made upon certification or other proof satisfactory to COUNTY's DBH that services have  
5 actually been performed by CONTRACTOR as specified in this Agreement.

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

10        2.18 **Payment in full.** Contractor must accept, as payment in full, the amounts paid by  
11 DHCS in accordance with the Intergovernmental Agreement. Contractor may not demand any  
12 additional payments from DHCS, person served, or other third-party payers.

13        2.19 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
14 expenses that are not specified as payable by the County under this Agreement. If Contractor  
15 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for  
16 further compensation.

17        2.20 **Disallowed Expenses.** Contractor shall be responsible for expenses identified as  
18 disallowed based on periodic County or State monitoring of clinical and fiscal records or  
19 overpayments made to Contractor due to errors in claiming or documentation.

20        2.21 **Recoupments.** The County reserves the right to enter into a repayment agreement  
21 with Contractor, with total monthly payments not to exceed twelve (12) months from the date of  
22 the repayment agreement, to recover the amount of funds to be recouped. The County has the  
23 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of  
24 the repayment agreement. The repayment agreement may be made with the signed written  
25 approval of County's DBH Director, or his or her designee, and respective Contractor through a  
26 repayment agreement. The monthly repayment amounts may be netted against the Contractor's  
27 monthly billing for services rendered during the month, or the County may, in its sole discretion,  
28 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,





1 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
2 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
3 Document Format (PDF) document attached to an email.

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

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

8 (C) A notice delivered by an overnight commercial courier service is effective one  
9 County business day after deposit with the overnight commercial courier service,  
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
11 the recipient.

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

17 **4.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
18 nothing in this Agreement establishes, waives, or modifies any claims presentation  
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
20 of Title 1 of the Government Code, beginning with section 810).

## 21 **Article 5**

### 22 **Termination and Suspension**

23 **5.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
25 are not allocated, then the County, upon at least 30 days' advance written notice to the  
26 Contractor, may:

27 (A) Modify the services provided by the Contractor under this Agreement; or

28 (B) Terminate this Agreement.

1       **5.2 Termination for Breach.**

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

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

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

- 10           (1) Obtained or used funds illegally or improperly;  
11           (2) Failed to comply with any part of this Agreement;  
12           (3) Submitted a substantially incorrect or incomplete report to the County; or  
13           (4) Improperly performed any of its obligations under this Agreement.

14       **5.3 Termination without Cause.** In circumstances other than those set forth above, the  
15       County may terminate this Agreement by giving at least 30 days advance written notice to the  
16       Contractor.

17       **5.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
18       under this Article 5 is without penalty to or further obligation of the County.

19       **5.5 Contractor's Right to Compensation.** In the event this Agreement is terminated,  
20       Contractor shall be entitled to compensation for all SUD services satisfactorily provided  
21       pursuant to the terms and conditions of this Agreement through and including the effective date  
22       of termination. This provision shall not limit or reduce any damages owed to the County due to a  
23       breach of this Agreement by Contractor.

24           In no event shall any payment by the County constitute a waiver by the County of  
25       any breach of this Agreement or any default which may then exist on the part of the Contractor.  
26       Neither shall such payment impair or prejudice any remedy available to the County with respect  
27       to the breach or default. The County shall have the right to demand of the Contractor a  
28       repayment to the County of any funds disbursed to the Contractor under this Agreement, which





1 or otherwise with Federal Funds at least until such time as Contractor is reinstated into  
2 participation in the Federal Health Care Programs. Further, the Contractor agrees to the  
3 Disclosure of Criminal History and Civil Actions and Certification regarding debarment,  
4 suspension and other responsibility matters primary covered transactions; Contractor must sign  
5 an appropriate Certification regarding debarment, suspension, and other responsibility matters,  
6 attached as Exhibit L, incorporated by reference and made part of this Agreement. Failure to  
7 certify will render all provisions of this Agreement null and void and may result in immediate  
8 termination of the Agreement.

9 (A) If County has notice that Contractor has been charged with a criminal offense  
10 related to any Federal Health Care Program or is proposed for exclusion during the term  
11 of any agreement, Contractor and County shall take all appropriate actions to ensure the  
12 accuracy of any claims submitted to any Federal Health Care Program. At its discretion  
13 given such circumstances, County may request that Contractor cease providing services  
14 until resolution of the charges or the proposed exclusion.

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

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

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

8 (C) Contractor shall verify (by asking the applicable employees and subcontractors)  
9 that all current employees and existing subcontractors who, in each case, are expected  
10 to perform professional services under this Agreement (1) are not currently excluded,  
11 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care  
12 Programs; (2) have not been convicted of a criminal offense related to the provision of  
13 health care items or services; and (3) have not been reinstated to participation in the  
14 Federal Health Care Program after a period of exclusion, suspension, debarment, or  
15 ineligibility. In the event any existing employee or subcontractor informs Contractor that  
16 he or she is excluded, suspended, debarred or otherwise ineligible to participate in the  
17 Federal Health Care Programs, or has been convicted of a criminal offense relating to  
18 the provision of health care services, Contractor will ensure that said employee or  
19 subcontractor does not work, either directly or indirectly, relating to services provided to  
20 County.

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

26 (2) Notwithstanding the above, County at its discretion may terminate this  
27 Agreement in accordance with the Article 5, Termination And Suspension, of this  
28 Agreement, or require adequate assurance (as defined by County) that no excluded,

1 suspended or otherwise ineligible employee or subcontractor of Contractor will  
2 perform work, either directly or indirectly, relating to services provided to County.  
3 Such demand for adequate assurance shall be effective upon a time frame to be  
4 determined by County to protect the interests of County persons served.

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

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

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

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

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

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

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

22 System (NPPES)

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

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

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

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

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

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

10 (K) Contractor must confirm the identity and determine the exclusion status of all its  
11 providers, as well as any person with an ownership or control interest, or who is an  
12 agent or managing employee of the contracted agency through routine checks of federal  
13 and state databases. This includes the Social Security Administration's Death Master  
14 File, NPPEs, the Office of Inspector General's List of Excluded Individuals/Entities  
15 (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with  
16 the requirements of 42 C.F.R. § 455.436.

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

## 22 Article 9

### 23 Cultural and Linguistic Competency

24 9.1 **Equal Access.** Contractor shall not discriminate against persons served based on  
25 sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability,  
26 mental disability, medical condition, genetic information, sexual orientation, marital status, age,  
27 gender, gender identity, gender expression, or military or veteran status. Contractor shall ensure  
28 that a limited and/or non-English person served is entitled to equal access and participation in

1 federally funded programs through the provision of comprehensive and quality bilingual services  
2 pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part  
3 80) and Executive Order 12250 of 1979.

4       **9.2 Policies and Procedures.** Contractor is responsible to provide culturally competent  
5 services. Contractor’s policies, procedures and practices must be consistent with the principles  
6 outlined and embedded in the organizational structure, as well as upheld in day-to-day  
7 operations. Contractor’s policies and procedures shall ensure compliance of any subcontracted  
8 providers with these requirements.

9       **9.3 Interpreter Services.** Contractor shall be responsible for ensuring access and  
10 appropriate use of trained interpreters for all limited and/or non-English proficient persons  
11 served, including but not limited to assessing the cultural and linguistic needs of the person  
12 served, training of staff on the policies and procedures, and monitoring its language assistance  
13 programs. Contractor shall provide and pay for interpreting and translation services to persons  
14 participating in Contractor’s services who have limited or no English language proficiency,  
15 including services to person who are deaf or blind. Interpreter and translation services shall be  
16 provided as necessary to allow such persons served meaningful access to the programs,  
17 services and benefits provided by Contractor. Interpreter and translation services, including  
18 translation of Contractor’s “vital documents” (those documents that contain information that is  
19 critical for accessing Contractor’s services or are required by law) shall be provided to persons  
20 served at no cost to the person.

21       **9.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,  
22 subcontractors, and/or partners who interpret or translate for a person served or who directly  
23 communicate with a person served in a language other than English (1) have completed annual  
24 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the  
25 person served’s language; (3) can effectively communicate any specialized terms and concepts  
26 specific to Contractor’s services; and (4) adheres to generally accepted interpreter ethic  
27 principles. As requested by County, Contractor shall identify all who interpret for or provide  
28

1 direct communication to any program person served in a language other than English and  
2 identify when the Contractor last monitored the interpreter for language competence.

3 9.5 **Prohibition on Use of Minors.** Contractor shall not use minors as interpreters.

4 9.6 **CLAS Standards.** In compliance with the State-mandated Culturally and  
5 Linguistically Appropriate Services standards as published by the Office of Minority Health, new  
6 Contractors must submit to County for approval, within 60 days from the date of Agreement  
7 execution, Contractor’s plan to address all fifteen national cultural competency standards as set  
8 forth in the “National Standards on Culturally and Linguistically Appropriate Services” (CLAS),  
9 attached as Exhibit M, and incorporated by this reference. County’s annual on-site review of  
10 Contractor shall include collection of documentation to ensure all national standards are  
11 implemented. As the national competency standards are updated, Contractor’s plan must be  
12 updated accordingly.

13 9.7 **Self-Assessment and CLAS Plan.** Contractor shall participate in the County’s  
14 efforts to promote the delivery of services in a culturally competent and equitable manner in  
15 accordance with 42 CFR § 437.206(c)(2) to all person served, including those with limited  
16 English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of  
17 gender, sexual orientation or gender identity. Contractor shall complete and submit the county-  
18 issued CLAS self-assessment annually. Contractor shall develop a cultural competency plan  
19 and subsequent plan updates annually or as needed.

20 9.8 **Training Requirements.** Cultural competency training for Contractor staff should be  
21 substantively integrated into health professionals education and training at all levels, both  
22 academically and functionally, including core curriculum, professional licensure, and continuing  
23 professional development programs. Contractor shall document the completion of cultural  
24 competency trainings per the minimum requirements in the Fresno County SUD Annual  
25 Provider Training Plan.

26 9.9 **Continuing Cultural Competence.** Contractor shall create and sustain a forum that  
27 includes staff at all agency levels to discuss cultural competence.  
28

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Contractor's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Contractor's compliance with the terms of this Agreement.

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

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

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

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

27 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
28 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the

1 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
2 years after final payment under this Agreement. This section survives the termination of this  
3 Agreement.

4 **10.3 Public Records.** The County is not limited in any manner with respect to its public  
5 disclosure of this Agreement or any record or data that the Contractor may provide to the  
6 County. The County's public disclosure of this Agreement or any record or data that the  
7 Contractor may provide to the County may include but is not limited to the following:

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

11 (B) The County may voluntarily, or upon request by any member of the public or  
12 governmental agency, disclose to the public or such governmental agency any record or  
13 data that the Contractor may provide to the County, unless such disclosure is prohibited  
14 by court order.

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

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

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

26 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
27 respect to any record or data that the Contractor may provide to the County shall be  
28

1 disregarded and have no effect on the County's right or duty to disclose to the public or  
2 governmental agency any such record or data.

3 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
4 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
5 and which the County has a right, under any provision of this Agreement or applicable law, to  
6 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
7 County, for purposes of public disclosure, the requested records that may be in the possession  
8 or control of the Contractor. Within five business days after the County's demand, the  
9 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
10 possession or control, together with a written statement that the Contractor, after conducting a  
11 diligent search, has produced all requested records that are in the Contractor's possession or  
12 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
13 diligent search, does not possess or control any of the requested records. The Contractor shall  
14 cooperate with the County with respect to any County demand for such records. If the  
15 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
16 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
17 exemption by citation to specific legal authority within the written statement that it provides to  
18 the County under this section. The Contractor's assertion of any exemption from disclosure is  
19 not binding on the County, but the County will give at least 10 days' advance written notice to  
20 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
21 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
22 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
23 failure to produce any such records, or failure to cooperate with the County with respect to any  
24 County demand for any such records.

25 **10.5 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand Dollars  
26 (\$750,000) or more in Federal and Federal flow-through monies, Contractor agrees to conduct  
27 an annual audit in accordance with the requirements of the Single Audit Standards as set forth  
28 in 2 CFR Part 200. Financial audit reports must contain a separate schedule that identifies all

1 funds included in the audit that are received from or passed through the County. County  
2 programs must be identified by Agreement number, Agreement amount, Agreement period, and  
3 the amount expended during the fiscal year by funding source.

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

10           A single audit report is not applicable if Contractor's Federal contracts do not exceed  
11 the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or Contractor's only funding  
12 is through Drug Medi-Cal. If a single audit is not applicable, a program audit must be performed  
13 and a program audit report with management letter shall be submitted by Contractor to County  
14 as a minimum requirement to attest to Contractor's solvency.

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

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

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
7 “Self-Dealing Transaction Disclosure Form” (Exhibit N to this Agreement) and submitting it to  
8 the County before commencing the transaction or immediately after.

9 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
10 a party and in which one or more of its directors, as an individual, has a material financial  
11 interest.

12 **Article 12**

13 **Federal and State Laws**

14 12.1 **Conflict of Interest.** No officer, agent, or employee of County who exercised any  
15 function or responsibility for planning and carrying out the services provided under this  
16 Agreement shall have any direct or indirect personal financial interest in this Agreement.  
17 Contractor shall comply with all Federal, State of California, and local conflict of interest laws,  
18 statutes, and regulations, which shall be applicable to all parties and persons served under this  
19 Agreement and any officer, agent, or employee of County.

20 12.2 **Disclosure of Ownership and/or Control Interest Information.** This provision is  
21 only applicable if Contractor is a disclosing entity, fiscal agent, or managed care entity as  
22 defined in 42 CFR §§ 455.101, 455.104, and 455.106(a)(1)(2).

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

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

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

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

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

9 (3) In the case of a corporation with ownership or control interest in the  
10 disclosing entity or in any subcontractor in which the disclosing entity has a five  
11 percent (5%) or more interest, the corporation tax identification number must be  
12 disclosed.

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

17 (B) Disclosures Related to Business Transactions:

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

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

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

25 (1) The identity of any person who has an ownership or control interest in the  
26 Contractor or is an agent or managing employee of the Contractor who has been  
27 convicted of a criminal offense related to that person's involvement in any program  
28

1 under the Medicare, Medicaid, or Title XXI services program since the inception of  
2 those programs (42 C.F.R. § 455.106).

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

7 (D) Contractor must provide disclosure upon execution of Agreement, extension for  
8 renewal, and within 35 days after any change in Contractor ownership or upon request  
9 of County. County may refuse to enter into an Agreement or terminate an existing  
10 Agreement with a Contractor if the Contractor fails to disclose ownership and control  
11 interest information, information related to business transactions and information on  
12 persons convicted of crimes, or if the Contractor did not fully and accurately make the  
13 disclosure as required.

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

16 **12.3 Disability Access.** New facilities shall be wheelchair accessible and provide access  
17 to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be utilized, a plan  
18 ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and  
19 document Contractor's compliance with the Rehabilitation Act of 1973 and Americans with  
20 Disabilities Act of 1990 to ensure that persons served are provided services without regard to  
21 physical or mental disability and that Contractor has provided a facility accessible to the  
22 physically disabled.

23 **12.4 Child Abuse Reporting.** Contractor shall utilize a procedure acceptable to the  
24 County to ensure that all of Contractor's employees, volunteers, consultants, subcontractors or  
25 agents performing services under this Agreement shall report all known or suspected child  
26 abuse or neglect to one or more of the agencies set forth in Penal Code §11165.9. This  
27 procedure shall include having all of Contractor's employees, volunteers, consultants,  
28 subcontractors or agents performing services under this Agreement sign a statement that he or she

1 knows of and will comply with the reporting requirements set forth in Penal Code § 11166. The  
2 statement to be utilized by Contractor for reporting set forth in Exhibit P, "Notice of Child Abuse  
3 Reporting," attached and incorporated by this reference.

4 **Article 13**

5 **Data Security**

6 13.1 **Security Requirements.** Contractor shall comply with all the data security  
7 requirements in Exhibit Q, Data Security, to this Agreement. Exhibit Q is attached and  
8 incorporated by this reference.

9 **Article 14**

10 **Property of County**

11 14.1 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and  
12 intangible property obtained or controlled under County for use in operational capacity and will  
13 benefit County for a period of more than one (1) year. Depreciation of the qualified items will be  
14 on a straight-line basis. For County purposes, fixed assets must fulfill three (3) qualifications:

- 15 (A) Have a life span of over one (1) year;
- 16 (B) Is not a repair part; and
- 17 (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, purchased software, easements, patents)	\$100,000
Capital Lease	\$5,000

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

27 14.2 **Sensitive Assets.** Certain purchases of less than Five Thousand and No/100  
28 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) with over a

1 one (1) year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such  
2 sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive  
3 items as determined by County's DBH Director or designee but could include assets that require  
4 special attention to ensure legal compliance due to HIPAA information. Contractor shall  
5 maintain a tracking system on the items that are not required to be capitalized or depreciated.  
6 The items are subject to annual inventory review by the County's DBH for compliance.

7 **14.3 Retention and Maintenance.** Assets shall be retained by County, as County  
8 property, in the event this Agreement is terminated or upon expiration of this Agreement.  
9 Contractor agrees to participate in an annual inventory of all County fixed and inventoried  
10 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present  
11 when fixed and inventoried assets are returned to County possession. Contractor is responsible  
12 for returning to County all County owned undepreciated fixed and inventoried assets, or the  
13 monetary value of said assets if unable to produce the assets at the expiration or termination of  
14 this Agreement. Contractor further agrees to the following:

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

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

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

25 **14.4 Equipment Purchase.** The purchase of any equipment by Contractor with funds  
26 provided hereunder shall require the prior written approval of County's DBH Director or  
27 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly  
28 related to Contractor's services or activity under the terms of this Agreement. County's DBH



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

7 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
8 under this Agreement without the prior written consent of the other party.

9 15.3 **Governing Law.** The laws of the State of California govern all matters arising from  
10 or related to this Agreement.

11 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
12 County, California. Contractor consents to California jurisdiction for actions arising from or  
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
14 brought and maintained in Fresno County.

15 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
18 against either party.

19 15.6 **Separate Agreement.** It is mutually understood by the parties that this Agreement  
20 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,  
21 Contractors understand that a separate Agreement is formed between each individual  
22 Contractor and County.

23 15.7 **Addition/Deletion of Providers.** The County reserves the right at any time during  
24 the term of this Agreement to add Contractors to and remove Contractors from the list contained  
25 on Exhibit A. It is understood that any such additions and removals will not affect compensation  
26 paid to the other Contractors, and therefore such additions and removals may be made by  
27 County without notice or approval of other Contractors under this Agreement. The County's  
28

1 DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual  
2 written consent between the DBH Director and Contractor.

3 15.8 **Days.** Unless otherwise specified, “days” means calendar days.

4 15.9 **Headings.** The headings and section titles in this Agreement are for convenience  
5 only and are not part of this Agreement.

6 15.10 **Severability.** If anything in this Agreement is found by a court of competent  
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original  
10 intent.

11 15.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
13 services, because of race, religious creed, color, national origin, ancestry, ethnic group  
14 identification, physical disability, mental disability, medical condition, genetic information, marital  
15 status, sex, gender, gender identity, gender expression, age, sexual orientation, military status  
16 or veteran status pursuant to all applicable State of California and federal statutes and  
17 regulation.

18 (A) Contractor shall comply with California Government Code, § 2990 and CCR Title  
19 2, Division 4, Chapter 5, in matters related to the development, implementation, and  
20 maintenance of a nondiscrimination program.

21 (B) Contractor agrees to post in conspicuous places, notices available to all  
22 employees and applicants for employment setting forth the provisions of the Equal  
23 Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No.  
24 11246.

25 (C) Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973  
26 (29 USC § 794).

27 15.12 **Nepotism.** Except by consent of the DBH Director, or his or her designee, no person  
28 shall be employed by Contractor who is related by blood or marriage to or who is a member of

1 the Board of Directors or an officer of Contractor.

2 15.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
3 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
4 performance of any continuing or other obligation of the Contractor and does not prohibit  
5 enforcement by the County of any obligation on any other occasion.

6 15.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
7 between the Contractor and the County with respect to the subject matter of this Agreement,  
8 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
9 publications, and understandings of any nature unless those things are expressly included in  
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
13 exhibits.

14 15.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
15 create any rights or obligations for any person or entity except for the parties.

16 15.16 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

22 15.17 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
23 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 15.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CONTRACTOR COUNTY OF FRESNO  
3

4 SEE FOLLOWING SIGNATURE PAGES  
5   
6 Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

7 **Attest:**  
8 Bernice E. Seidel  
9 Clerk of the Board of Supervisors  
10 County of Fresno, State of California

11 By:   
12 Deputy

13 For accounting use only:  
14 Org No.: 56302081  
15 Account No.: 7295/0  
16 Fund No.: 0001  
17 Subclass No.: 10000  
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Provider: **CENTRAL CALIFORNIA RECOVERY, INC.**

By *John White*

Print Name: *JOHN WHITE*

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

Date: *5-22-23*

By *Barbara A White*

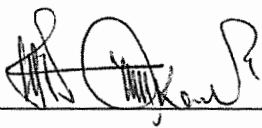
Print Name: *BARBARA A WHITE*

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

Date: *5-22-23*

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Provider: **DELTA CARE, INC.**

By  \_\_\_\_\_

Print Name: DR ALANDE ADENIYI O

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

Date: 05-24-2023

By  \_\_\_\_\_

Print Name: Dr. Felix Enunwa

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

Date: 05-24-2023

1 Provider: FRESNO NEW CONNECTION, INC.

2  
3 By Suzanne Kotkin-Jaczi

4  
5 Print Name: Suzanne Kotkin-Jaczi

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

8  
9 Date: 5/19/2023

10  
11  
12 By Sterling Smartout

13 Print Name: Sterling Smartout

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

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18 Date: 5-22-23

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Provider: **KINGS VIEW**

By DocuSigned by:  
*Amanda Nugent Divine*  
A04F817F73914D5...

Print Name: Amanda Nugent Divine, PhD

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

Date: 5/23/2023

By DocuSigned by:  
*Michael Kosareff*  
79925D1D4D6C40B...

Print Name: Michael Kosareff

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

Date: 5/24/2023

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

By *James C Callaghan Jr*  
James C Callaghan Jr (May 23, 2023 13:13 PDT)

Print Name: James C Callaghan Jr

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

Date: May 23, 2023

By *tracey mcdermott*  
tracey mcdermott (May 23, 2023 13:33 PDT)

Print Name: tracey mcdermott

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

Date: May 23, 2023

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Provider: **PRODIGY HEALTHCARE INC.**

By  \_\_\_\_\_

Print Name: Jagdip Dhanda

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

Date: 5/23/2023

By  \_\_\_\_\_

Print Name: Jagdip Dhanda

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

Date: 5/23/2023

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Provider: **PROMESA BEHAVIORAL HEALTH**

By Michael der Manuel

Print Name: MICHAEL DER MANOUEL

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

Date: 5/19/23

By Erlan Zuniga

Print Name: ERLAN ZUNIGA

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

Date: 5/19/23

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 GOODALL

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.

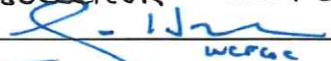
By 

Print Name: Shawn Jenkins

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

Date: 5/25/23

Attesting to the authority of the  
COO to execute pursuant to  
Resolution WCCA 2023-02

By   
WCCA

Print Name: Jim Hanno

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

Date: 05/20/2023

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Fresno County Department of Behavioral Health  
**DMC Outpatient Vendor List**

Exhibit A

VENDOR	CONTACT	PHONE NUMBER / FAX	EMAIL	TYPE OF BUSINESS
Central California Recovery, Inc. Remit to: 1204 W. Shaw Ave. #102 Fresno, CA 93711	President	(559) 273-2942 (559) 681-1947	assessment_training_research@yahoo.com	501(c)3 Non-Profit Corporation
Delta Care, Inc. Remit to: 4705 N. Sonora Ave #113 Fresno, CA 93706	Executive Director	(559) 276-7558	deltacareinc@yahoo.com	501(c)3 Non-Profit Corporation
Fresno New Connection, Inc. Remit to: 4411 N. Cedar Ave. #108 Fresno, CA 93726	Executive Director	(559) 248-1548	sud@teamfnc.com	501(c)3 Non-profit Corporation
Kings View Remit to: 1396 W. Herndon Ave. Fresno, CA 93711	CEO	(559) 256-0100	MaRodriguez@kingsview.org	501(c)3 Non-profit Corporation
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
Prodigy Healthcare Inc. Remit to: P.O. Box 820 Fowler, Ca 93625	President	(559) 892-9452	jd@prodigy-hc.com	501(c)3 Non-profit Corporation
Promesa Behavioral Health Remit to: 7120 N. Marks Ave, #110 Fresno, Ca 93711	President	(559) 439-5437 Fax: (559) 439-5411	mnajera@promesabehavioral.org	501(c)3 Non-profit Corporation
Turning Point of Central California, Inc. Remit to: PO Box 7447 Visalia, CA 93290	Chief Executive Officer	(559) 732-8086	info@tpocc.org	501(c)3 Non-profit Corporation
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

\*\* 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**

### **Drug Medi-Cal**

### **Outpatient Treatment**

### **Scope of Work**

Contractors, as listed in the Exhibit A, DMC Outpatient Vendor List, to this Master Agreement shall provide administrative and direct program services to County's Medi-Cal persons served as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. 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)).

Contractors shall deliver services using evidence-based practice models. Contractors shall provide said services in Contractor's program(s) as described herein; as permitted under their respective DMC certifications; and utilizing locations as described herein.

### **TARGET POPULATION**

Contractors shall provide services to the Medi-Cal population, who are residents of Fresno County, including perinatal in accordance with the program's approved DMC certification.

### **SERVICES TO BE PROVIDED**

Contractors shall provide medically necessary covered Outpatient SUD services, as defined in the Drug Medi-Cal (DMC) Billing Manual available in the DHCS County Claims Customer Services Library page at: <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients 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. Contractors shall ensure that the services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for

## Exhibit B

1 which the services are furnished. Contractors may not arbitrarily deny or reduce the amount  
2 duration, or scope of a required service solely because of diagnosis, type of illness, or condition  
3 of the person served.

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

8 Placement in an appropriate level of care must be determined through an assessment  
9 based on the American Society of Addiction Medicine (ASAM) criteria and prescribed by the  
10 contractor's medical director or through a brief screening based on ASAM criteria for youth  
11 under age 21.

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

### EARLY INTERVENTION SERVICES (ASAM LEVEL 0.5)

14  
15 Early intervention services (EIS) are available to persons served under 21 who are  
16 screened and determined to be at risk of developing an SUD. At risk persons served may  
17 receive any service component covered under the outpatient level of care (ASAM 1.0) as early  
18 intervention services. An SUD diagnosis is not required for EIS.

19 A full assessment utilizing the ASAM criteria is not required for a person served under  
20 the age of 21 to receive EIS. An abbreviated ASAM screening tool may be used. If the person  
21 served under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed  
22 and the person served shall receive a referral to the appropriate level of care indicated by the  
23 assessment.

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

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

28

## Exhibit B

### OUTPATIENT SERVICES (ASAM LEVEL 1.0)

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

Services can be provided by a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor in-person, by telephone, or telehealth in any appropriate setting in the community, in conformance with HIPAA and 42 CFR Part 2. Group size is limited to no less than two (2) and no more than twelve (12) persons served. Outpatient services may be provided in person, by telehealth or by telephone.

Outpatient services include the following service components:

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

### INTENSIVE OUTPATIENT SERVICES (ASAM LEVEL 2.1)

Intensive outpatient involves structured programming provided to persons served as medically necessary for a minimum of nine (9) hours and a maximum of nineteen (19) hours for adults and a minimum of six (6) hours and a maximum of nineteen (19) for adolescents.

Providers may exceed maximum treatment hours when determined to be medically necessary.

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

Services can be provided by an LPHA or registered/certified counselor in-person, by telephone, or telehealth in any appropriate setting in the community, in conformance with HIPAA

## Exhibit B

1 and 42 CFR Part 2. Group size is limited to no less than two (2) and no more than twelve (12)  
2 persons served.

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

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

- 6 • Level 1 -WM: Ambulatory withdrawal management without extended on-site  
7 monitoring (Mild withdrawal with daily or less than daily outpatient supervision).
- 8 • Level 2-WM: Ambulatory withdrawal management with extended on-site  
9 monitoring (Moderate withdrawal with daytime withdrawal management and  
10 support and supervision in a non-residential setting).
- 11 • Level 3.2-WM: Clinically managed residential withdrawal management (24-hour  
12 support for moderate withdrawal symptoms that are not manageable in outpatient  
13 setting).
- 14 • Level 3.7-WM: Medically Managed Inpatient Withdrawal Management (24-hour  
15 care for severe withdrawal symptoms requiring 24-hour nursing care and  
16 physician visits).
- 17 • Level 4-WM: Medically managed intensive inpatient withdrawal management  
18 (Severe, unstable withdrawal requiring 24-hour nursing care and daily physician  
19 visits to modify withdrawal management regimen and manage medical  
20 instability).

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

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

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

ASAM 3.7-WM and 4-WM services are part of the DMC-ODS continuum of care but are  
offered through the Medi-Cal Managed Care Plans, Anthem Blue Cross and CalViva Health. If

## Exhibit B

1 a person served is determined to need this level of care, the provider should provide a linkage  
2 to the Managed Care Plans for treatment.

3  
4 Withdrawal Management services include the following service components:

- 5 • Assessment
- 6 • Care Coordination
- 7 • Medication Services
- 8 • MAT for opioid use disorders
- 9 • MAT for alcohol use disorders and non-opioid SUDs
- Observation
- Recovery Services

### 10 **MEDICATION ASSISTED TREATMENT (MAT)**

11 Medication for addiction treatment includes all FDA-approved medications and biological  
12 products to treat Alcohol Use Disorders (AUD), Opioid Use Disorders (OUD) and any SUD.

13 MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone  
14 service or as a service delivered as part of another level of care.

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

17 All DMC-ODS providers, at all levels of care, must demonstrate that they either directly  
18 offer or have an effective referral and linkage mechanism/process to MAT for persons served  
19 with SUD diagnoses. Providers shall monitor the referral and linkage process or the provision of  
20 MAT services.

21 Persons served needing or utilizing MAT shall be served in all levels of care and cannot  
22 be denied treatment services or be required to decrease dosage or be tapered off medications  
23 as a condition of entering or remaining in the program. Persons served who decline counseling  
24 services shall not be denied access to MAT or administratively discharged.

25  
26 MAT services may be provided in conjunction with the following service components:

- 27 • Assessment
- 28 • Care Coordination
- Counseling (individual/group)

## Exhibit B

- Family Therapy
- Medication Services
- Prescribing, administering, dispensing, ordering, monitoring and/or managing the medications for MAT for opioid use disorders, alcohol use disorders and non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services
- Withdrawal Management Services

### **CONTINGENCY MANAGEMENT (RECOVERY INCENTIVES)**

Contingency Management (CM) is an evidence-based behavioral treatment that provides motivational incentive to reduce the use of stimulants. CM is the only treatment that has demonstrated robust outcomes for persons served with stimulant use disorder, including reduction or cessation of drug use and longer retention in treatment.

CM is a structured 24-week program, followed by six or more months of additional recovery support services. Persons served will be able to earn motivational incentives in the form of low-denomination gift cards, with a total retail value determined per treatment episode.

Beginning in the Spring of 2023, CM will be piloted in select DMC-ODS counties, including Fresno County, as an optional DMC benefit. CM will initially be available through DMC certified outpatient providers that opted into participation during the pilot. Following the conclusion of the CM pilot on March 31, 2024, opting in will become available to all outpatient programs so long as DHCS adds CM as a permanent Medi-Cal benefit.

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

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

Peer support services may be provided with the person served or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people (collaterals) supporting the person served if

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

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

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

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

11  
12 Care Coordination shall include one or more of the following components:

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

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

### 25 **REFERRAL AND INTAKE PROCESS**

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

### 28 **PROGRAM DESIGN**

Contractor shall maintain programmatic services as described herein.

## Exhibit B

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

- 4 • Care coordination
- 5 • Medication assisted treatment
- 6 • Recovery services
- 7 • Peer support services
- 8 • Clinician Consultation
- 9 • Contingency management (opt in providers only)

### 10 **DISCHARGE CRITERIA AND PROCESS**

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

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

### 18 **CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES**

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

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

- 24 ▪ Timeliness to care standards
  - 25 • Assessment within 10 days for Outpatient services
- 26 ▪ Engagement and retention in treatment
  - 27 • No Shows/Cancellations
  - 28 • Average length of stay
  - Readmissions within 30 days
  - Successful CalOMS discharge
- Care Coordination



## Exhibit B

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

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

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

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

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

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

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

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

### 24 **TRANSITION OPTIMIZATION FUNDS**

25 One-time Transition Optimization Funds will be available to specialty mental health  
26 providers and Drug Medi-Cal providers within FY 2023-24 to encourage Contractors to identify  
27 and implement organization changes during the first year of CalAIM Payment Reform to  
28 improve outcomes for persons served and create operational efficiencies. Contractor is  
expected to utilize the strategies, tools and knowledge learned to their programming and  
continue to improve services for the population served.

## Exhibit B

1 Drug Medi-Cal Transition Optimization funds will be provided through County  
2 Realignment.

### 3 4 A. **Funding Allocation Methodology**

5 I. Each participating contractor is eligible to apply for an allocation of Transition  
6 Optimization Funds up to the maximum amounts stated in Article 4 of the  
7 Agreement and further described below. Transition optimization funds will  
8 shall be on a quarterly basis.

9 1. Payments will be disbursed upon review and approval by DBH of  
10 each deliverable described below. Quarterly progress reports shall be  
11 submitted to DBH in order to show progress as outlined in the  
12 submitted plans and deliverables.

13 2. Payments will be dependent on Contractor demonstrating progress  
14 toward meeting deliverables described in this exhibit. Contractors who  
15 fail to submit progress reports by stated deadlines, or who do not  
16 demonstrate adequate progress made, may be determined ineligible  
17 for that quarter's payment at the sole discretion of the County.

18 3. All invoices will be submitted on a quarterly basis within fifteen (15)  
19 days following the end of the quarter. Invoices submitted thereafter  
20 may not be eligible for payment.

### 21 B. **Responsibilities**

#### 22 I. **Letter of Intent**

23 Contractor shall submit a letter of intent to DBH by July 31, 2023 identifying  
24 the selected Transition Optimization Activity(ies) and commitment to meet the  
25 deliverable deadlines as described below. The letter shall include all current  
26 Medi-Cal billable specialty mental health and substance use disorder services  
27 agreements the Contractor has with the County.

28 The County shall respond to the Contractor's letter of intent within 30  
days. The County's response shall include a breakdown of anticipated  
payments, as determined by the County, depending on the Transition  
Optimization Activity(ies) chosen and depending on the number of current

## Exhibit B

1 Medi-Cal billable specialty mental health and substance use disorder  
2 services agreements the Contractor has with the County.

### 3 II. **Quarterly Reports**

4 Contractor shall submit quarterly progress reports and invoices. Reports shall  
5 be submitted on the dates indicated in the Schedule of Deliverables below.

6 Invoices are due 15 days after the end of each quarter. All activities shall be  
7 completed by June 30, 2024. The report shall include updated plans/tools  
8 and progress Contractor has made toward the Transition Optimization  
9 Activity(ies) described in each Contractors' letter of intent.

### 10 III. **Schedule of Deliverables: Equity Gap Analysis, Fiscal Monitoring Tool, 11 and Electronic Health Record**

#### 12 1. Q1 Reports: July-Sept:

13 a. Letter of Intent: Due July 31, 2023

14 b. Fiscal Monitoring Tool, Equity Gap Analysis, and Electronic  
15 Health Record Implementation Plans (if applicable): Due  
16 September 30, 2023

17 c. Fiscal Monitoring Tool Identified Practices and Strategies (if  
18 applicable): Due September 30, 2023

19 2. Q2 Report: Oct-Dec: Due January 15, 2024

20 3. Q3 Report: Jan-Mar: Due April 15, 2024

21 4. Q4 Report: Apr-June: Due July 15, 2024

22 IV. All deliverables will be reviewed and approved by DBH prior to payment.

### 23 C. **Eligible Transition Optimization Activities**

24 I. **Fiscal Monitoring Tools:** Contractor shall submit to DBH a draft of their  
25 fiscal monitoring tool that shall be used monthly on an ongoing basis to  
26 evaluate fiscal health of the organization. Tools shall, at a minimum, monitor  
27 costs, productivity targets and identify one or more practice pattern(s) the  
28 organization is employing to increase direct care time to the Medi-Cal  
population.

1. **Fiscal Monitoring Tools and Implementation Plan:** Contractor shall  
develop fiscal monitoring tools that will be used monthly to ensure  
their organizational fiscal health and implementation plan. Fiscal

## Exhibit B

1 monitoring tools drafts and implementation plan shall be submitted to  
2 DBH by September 30, 2023.

- 3 a. Identified Practice: Identify at least one process improvement  
4 that shall be modified by September 30, 2023.
- 5 b. Quarterly Progress Reports: Quarterly progress reports shall  
6 be submitted including but not limited to a narrative of  
7 progress, obstacles, alternative solutions and outcomes.
- 8 c. Funding for this activity shall be available up to \$25,000 for the  
9 initial agreement with Contractor and up to another \$10,000 for  
10 each additional agreement. County shall provide further  
11 details on deliverables and payment schedule in County's  
12 response to the Contractor's letter of intent.

11 II. **Equity Gap Analysis**: Contractor shall produce a report identifying the  
12 race/ethnicity of population served in fiscal year 2022-23 compared to the  
13 County's population as provided by the County. Contractor shall identify key  
14 disparities in both persons served and amount of services and frequency of  
15 transitions to other levels of care received. Contractor shall identify three (3)  
16 strategies they shall employ during FY 2023-24 to reduce the disparities  
17 among underserved population.

- 17 1. Report on Underserved Population: Contractor shall submit an Equity  
18 Gap Report to the Department containing including, but not limited to,  
19 the following:
  - 20 a. Identify if it serves specific population within its program(s) and  
21 identify whom the program(s) currently served based on data.
  - 22 b. Staffing/workforce information and demographics. Report the  
23 staffing/workforce supporting the different programs and  
24 populations served by the provider in Fresno County. This  
25 data is to evaluate how the staffing reflects the populations it is  
26 serving.
  - 27 c. Comparison of the county penetration rates to the  
28 demographics of persons served by the Contractor and  
program(s) under agreement with DBH.

## Exhibit B

- 1 d. Data on retention of persons served by demographics. Total  
2 persons served and the average length of stay by  
3 demographics of the persons served in programs.  
4 i. Which populations are remaining in the programs by  
5 demographics, which ones are having the shortest stays.  
6 ii. How long is the average length of stay by the  
7 demographics.  
8 e. Identify what data points the Contractor is missing at this time  
9 that challenges its ability to thoroughly assess its equity gap  
10 analysis. Examples: Data is not collected, Data that is missing  
11 or under reported, data not captured in its processes, etc.

12 2. Equity Improvement Implementation Plan: Contractor shall submit an  
13 Equity Improvement Implementation Plan related to improving health  
14 equity by September 30, 2023. The plan shall include the following  
15 items at a minimum:

- 16 a. Contractor shall select three strategies from below:  
17 i. Plan shall include specific efforts including, but not  
18 limited to, the following and timelines to increase access  
19 to underserved groups.  
20 1) Outreach/Engagement with underserved  
21 communities  
22 2) Active attendance/participation in DBH's  
23 Diversity Equity and Inclusion (DEI) workgroup  
24 3) Plan for retention of persons served in  
25 programs who are underrepresented  
26 4) Improvement of demographic data collection  
27 including Sexual Orientation Gender Identity  
28 (SOGI)/LGBTQ data.  
ii. Plan shall address workforce capacity to render services  
to more underserved populations, through:  
1) Development of bilingual personnel  
2) Recruitment plan for more diverse workforce to  
reflect populations served.

## Exhibit B

- 1 3) Training for workforce to increase capacity to
- 2 be culturally responsive
- 3 4) Development workforce pool for the future that
- 4 can be bilingual and bicultural
- 5 b. Timeline for each effort shall be included in the plan.
- 6 c. Contractor shall identify the measurement to be used
- 7 to demonstrate successful implementation of plan.
- 8 Measure may be identified by the Contractor to best
- 9 support their plan and goals.
- 10 d. Contractor shall develop and submit policies and
- 11 procedures to formally support equity effort.
- 12 3. Quarterly Progress Reports: Use available data including but not
- 13 limited to, External Quality Review Organization (EQRO) and EHR
- 14 data to evaluate the strategies deployed. Quarterly progress reports
- 15 shall be submitted including but not limited to a narrative of the
- 16 progress, obstacles, alternative solutions and outcomes. The final
- 17 quarter shall include a comprehensive final report on the outcomes.
- 18 4. Funding for this activity shall be available up to \$25,000 for the initial
- 19 agreement with Contractor and up to another \$10,000 for each
- 20 additional agreement. County shall provide further details on
- 21 deliverables and payment schedule in County's response to the
- 22 Contractor's letter of intent.
- 23 III. **Electronic Health Record (EHR)**: The implementation and expansion of the
- 24 SmartCare EHR is an essential component of improving oversight with the
- 25 implementation of payment reform. Furthermore, a standardized EHR will
- 26 improve continuity of care, create transparency across the system, remove
- 27 obstacles for individuals accessing services and improve the overall
- 28 outcomes for persons served. For Contractors who plan to opt in to use
- SmartCare or have previously opted into DBH's former EHR and intend to
- transition to SmartCare, user fees and costs shall be waived during FY 2023-
- 2024 and FY 2024-2025.
1. Option One: Current EHR Users
- a. Strategic Plan: Contractors utilizing DBH's EHR as their
- current EHR, and who will continue to utilize SmartCare

## Exhibit B

1 beginning July 1, 2023, shall provide a plan, including, but not  
2 limited to, how they will optimize Medi-Cal billing, illustrate how  
3 they will utilize the information in the EHR to improve care for  
4 persons served, and a training plan for their organization by  
5 September 30, 2023.

- 6 b. Quarterly Progress Reports: Quarterly progress reports shall  
7 be submitted, including, but not limited to, a narrative on the  
8 progress, obstacles, alternative solutions and outcomes.
- 9 c. Total compensation for this Electronic Health Record activity,  
10 Option 1, shall not exceed \$50,000.00 split among all current  
11 agreements between the Contractor and the County for Medi-  
12 Cal billable specialty mental health and substance use  
13 disorder services. County shall provide further details on  
14 deliverables and payment schedule in County's response to  
15 the Contractor's letter of intent.

### 2. Option Two: Non-EHR Users

- 16 a. Contractor shall submit an implementation plan by September  
17 30, 2023 regarding how they will transition to utilizing the  
18 SmartCare EHR by June 30, 2024. The plan shall include, at a  
19 minimum, an identified Go Live Date, plan on how the current  
20 record system will be maintained and utilized, training plan  
21 including number of individuals, and additional supports. The  
22 Go Live Date must occur by June 30, 2024 to receive final  
23 payment. Contractor shall work closely with DBH to identify  
24 needs, assignments, collaboration opportunities to transition.
- 25 b. For Option 2, the Contractor shall not be reimbursed more  
26 than \$200,000 split among all current agreements between the  
27 Contractor and the County for Medi-Cal billable specialty  
28 mental health and substance use disorder services. The total  
maximum compensation available for this option, shall include  
costs for maintaining current electronic health record/record  
system and additional supports and training costs per user.  
Contractor shall transition both specialty mental health and  
Drug Medi-Cal programming to the County's EHR and shall be

## Exhibit B

required to use the County's EHR for future eligibility agreements with DBH. County shall provide further details on deliverables and payment schedule in County's response to the Contractor's letter of intent.

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**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.

## **DRUG MEDI-CAL INTERGOVERNMENTAL AGREEMENT REQUIREMENTS**

Fresno County, through the Department of Behavioral Health (DBH), makes substance use disorder treatment services available throughout the county to Medi-Cal eligible persons served through funds provided under an Intergovernmental Agreement with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the Intergovernmental Agreement, DHCS Behavioral Health Information Notices (BHINs), and any amendments thereto, including but not limited to the following:

### **1. ADMISSION NON-DISCRIMINATION**

Contractor shall not discriminate in the provision of services against Medi-Cal eligible persons served in County who require an assessment or meet medical necessity criteria for DMC-ODS in the provision of SUD services because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, gender expression, age, medical condition, genetic information, health status or need for health care services, mental or physical disability, or military or veteran status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, § 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800., 42. C.F.R. §438.3(d)(3) and (4), BHIN 22-060 Enclosure 4.

Contractor shall take affirmative action to ensure that services to intended Medi-Cal persons served are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group, identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

Non-Discrimination Notice: Contractor shall prepare, prominently post in its facility, and make available to the DBH Director, or his or her designee, and to the public all eligibility requirements to participate in the program funded under this Agreement. Contractor

Contractor shall provide information on how to file a Discrimination Grievance with County or DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. Contractor shall also provide information on how to file a Discrimination Grievance with the United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

### **2. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES**

#### **(A) RIGHT TO MONITOR**

- (1) County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have

absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, persons served records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.

- (2) Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least 10 years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR § 438.230(c)(3)(I)-(ii)).
- (3) The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises or physical facilities (42 CFR § 438.230(c)(3)(iv)).
- (4) Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, the County may audit, monitor, and/or request information from the Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
- (5) County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to probationary status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
- (6) Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including persons served grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts §§ 438.604, 438.606, 438.608, and

438.610 for a period of no less than 10 years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, person served records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.

- (7) Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (8) All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
- (9) Contractor shall maintain person served and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.  
  
Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
- (10) Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least 10 years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
- (11) Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
- (12) In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
- (13) Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of

their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.

- (14) County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

(B) SITE INSPECTION

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

(C) CHART AUDITING AND REASONS FOR RECOUPMENT

(1) MAINTENANCE OF RECORDS

Contractor shall maintain proper clinical and fiscal records relating to person served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Clinical records shall include but not be limited to admission records, diagnostic studies and evaluations, person served interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

(2) ACCESS TO RECORDS

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

(3) FEDERAL, STATE AND County AUDITS

In accordance with 42 C.F.R. § 438.66 and as applicable with 42 C.F.R. §§ 438.604, 438.606, 438.608, 438.610, 438.230, 438.808, 438.900 et seq., County will conduct monitoring and oversight activities to review the Contractor's SUD programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to person served, who meet medical necessity and criteria for access to DMC-ODS as established in BHIN 23-001, in compliance with the applicable state and federal laws and regulations,

and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

(4) INTERNAL AUDITING

- (a) Contractor of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet DMC-ODS definitions and be documented accurately.
- (b) Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

(5) CONFIDENTIALITY IN AUDIT PROCESS

- (a) Contractor and County mutually agree to maintain the confidentiality of Contractor's clinical records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA, 42 CFR Part 2, and California Welfare and Institutions Code, § 5328, to the extent that these requirements are applicable. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.
- (b) Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
- (c) Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

(6) REASONS FOR RECOUPMENT

County will conduct periodic audits of Contractor charts to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

- (a) Identification of Fraud, Waste or Abuse as defined in federal regulation.
  - (i) Fraud and abuse are defined in Code of Federal Regulations, Title 42, § 455.2 and Welfare & Institutions Code, § 14107.11, subdivision (d).

(ii) Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at [www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf).

(b) Overpayment of Contractor by County due to errors in claiming or documentation.

(i) Contractor shall reimburse County for all overpayments identified by Contractor, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

#### (7) COOPERATION WITH AUDITS

Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, clinical and personnel files.

Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for 10 years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii).

### **3. SUBCONTRACTUAL REQUIREMENTS**

Contractor shall fulfill contractual requirements of delegated services or activities in accordance with 42 CFR §438.230 and shall perform the delegated activities and reporting responsibilities in compliance with County’s State-County Intergovernmental Agreement obligations. Contractor shall comply with applicable Medi-Cal laws and regulations, as described in this Exhibit, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorders Information Notices (MHSUDs), and provisions of County’s state or federal contracts governing person served services.

In the event of an amendment to any law, regulation or guidance during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

Contractor shall not bill persons served for covered services under this agreement in excess of the amount that would be owed by the individual if the County had directly provided the services (42 U.S.C. 1396u-2(b)(6)(C)).

### **4. SITE LICENSE, CERTIFICATIONS AND PERMITS REQUIREMENTS**

As specified in BHIN 21-001 and in accordance with Health and Safety Code §11834.015, DHCS adopted the ASAM treatment criteria as the minimum standard of care for licensed AOD facilities. All licensed AOD facilities shall obtain at least one DHCS LOC Designation and/or at least one residential LOC Certification consistent with all of its program services. If an AOD facility opts to obtain an ASAM LOC Certification, then that facility will not be required to obtain a DHCS LOC designation. However, nothing precludes a facility from obtaining both a DHCS LOC Designation and ASAM LOC Certification.

Contractor shall obtain and comply with DMC site certification and ASAM designation or DHCS LOC Designation for each type of contracted service being offered, as well as any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

Contractor shall obtain and maintain all appropriate licenses, permits, and certificates required by all applicable federal, state, and county and/or municipal laws, regulations, guidelines, and/or directives.

Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to persons served.

## **5. STATE ALCOHOL AND DRUG REQUIREMENTS**

### Recordkeeping Requirements

- (A) Contractor shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.
- (B) Contractor shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and 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.
- (C) Contractor shall retain all person served grievance and appeals records in 42 CFR §438.416, and the data, information, and documentation specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years.

### Access And Cultural Considerations

Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally competent manner and provide physical access, reasonable accommodations, and accessible equipment for Medicaid persons served with physical or mental disabilities.

### Confidentiality

Contractor shall use and disclose medical records and any other health and enrollment information that identifies a particular person served's identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E and 42 CFR Part 2, to the extent that these requirements are applicable

## 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.

### **6. GRIEVANCE AND APPEALS RECORDKEEPING REQUIREMENTS**

Contractor shall retain person served grievance and appeal records as referenced in 42 CFR §438.416, for a period of no less than ten (10) years. Person served grievance and appeal data shall include a general description of the reason for the grievance or appeal, the date the grievance or appeal was received, the date of each review or, if applicable, review meeting, the resolution and date of resolution at each level of the grievance or appeal and the name of the covered person for whom the grievance or appeal was filed. The record must be accurately maintained in a manner accessible to DHCS and available upon request to CMS.

### **7. MEMBER HANDBOOK**

Contractor shall utilize County developed member handbook and issue to persons served at intake either in paper or in electronic format. Member handbooks can also be made available by mailing a printed copy of the information to the person served's mailing address, emailing after obtaining the person served's agreement to receive information by email, providing direction in paper or electronic form to the County website where the handbook is available, or any other method that can reasonably be expected to result in the person served receiving that information.

### **8. ACCESS TO SUBSTANCE USE DISORDER SERVICES**

- (A) Contractor will work to ensure that persons served to whom the Contractor provides SUD services met access criteria and medical necessity requirements, per DHCS guidance specified in BHIN 23-001. Specifically, the Contractor will ensure that the clinical record for each person served includes information as a whole indicating that their presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- (B) Contractor shall have written admission criteria for determining the person served's eligibility and suitability for treatment and services. All persons served admitted shall meet the admission criteria and this shall be documented in the clinical chart.
- (C) Contractor shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate against special populations. Whenever the needs of the person served cannot be reasonably accommodated, Contractor must make referral and linkage to an appropriate program.
- (D) Contractor should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.
- (E) The initial assessment shall be performed face-to-face, by telehealth or by telephone by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home, except for residential treatment services and narcotic treatment programs (NTPs). If the assessment of the person served is completed by a registered or certified counselor, then an LPHA

shall evaluate that assessment with the counselor and the LPHA shall make the final diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

## **9. TIMELY ACCESS COVERAGE AND REQUIREMENTS**

(A) Contractor shall meet DHCS and County standards for timely access to care and services, taking into account the urgency of the need for services. Contractors must offer hours of operation that are no less than the hours of operation offered to commercial persons served or comparable to Medicaid FFS, if Contractor serves only Medicaid persons served. Timeliness standards include, but are not limited to:

- (1) Initial contact to first face-to-face appointment – 10 business days
- (2) Initial contact to first dose of NTP – 3 business days
- (3) Timeliness of services for Urgent Conditions – 1 business day

Contractor shall ensure services included in this agreement are available 24 hours a day, 7 days a week when medically necessary.

### **(B) Initial Assessment and Services Provided During the Assessment Process:**

Covered and clinically appropriate DMC-ODS services (except for residential) shall be reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or AOD counselor, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the person served is under age 21, or if a provider documents that the person served is experiencing homelessness and therefore requires additional time to complete the assessment. If a person served withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day time period starts over. The initial assessment shall be performed face-to-face or, by telehealth (synchronous audio and video), or by telephone (synchronous audio-only) by an LPHA or AOD counselor and may be done in the community or the home. If the assessment of the person served is completed by an AOD counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the AOD counselor may be conducted in person, by videoconferencing, or by telephone.

### **(C) Diagnosis During Initial Assessment**

Contractor may use the following options during the assessment phase of persons served's treatment when a diagnosis has yet to be established as specified in BHIN 22-013.

- (1) ICD-10 codes Z55-Z65 Potential Health Hazards Related to Socioeconomic and Psychological Circumstances: may be used by all Contractors as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision of, an LPHA.
- (2) ICD-10 code Z03-89 Encounter for Observation for Other Suspected Diseases and Conditions Ruled Out: may be used by an LPHA during the assessment

phase of a person served's treatment when a diagnosis has yet to be established.

- (3) CMS approved diagnosis code on the ICD-10 tabular, available in the CMS 2022 ICD-10-CM page at <https://www.cms.gov/medicare/icd-10/2022-icd-10-cm>, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services."

**(D) DMC-ODS Access for Persons Served After Assessment:**

- (1) For persons served 21 years and older, to qualify for DMC-ODS services after the initial assessment process, persons served 21 years of age and older shall meet one of the following criteria:
- (a) Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, or
  - (b) Have had at least one diagnosis from the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- (2) Persons served under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT service
- (3) Consistent with W&I Code section 14184.402(f), covered SUD prevention, screening, assessment, and treatment services are Medi-Cal reimbursable when:
- (a) Services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS criteria are met.
    - (i) Clinically appropriate and covered DMC-ODS services provided to persons served over 21 shall be reimbursable during the assessment process as described above. In addition, the Contractor shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment determines that the person served does not meet the DMC-ODS access criteria after assessment.

- (ii) This does not eliminate the requirement that all Medi-Cal claims, including DMCODS claims, include a CMS approved International Classification of Diseases, Tenth Revision (ICD-10) diagnosis code as described in applicable DHCS guidance. In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list, for example, codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services”.
- (b) Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan, or if the person served’s signature was absent from the treatment plan.
  - (i) Contractors are expected to adopt problem lists as specified in BHIN 22-019. Treatment plans continue to be required for some services in accordance with federal law including:
    - a. Narcotic Treatment Programs
    - b. Peer Support Services
  - (ii) The person served has a co-occurring mental health condition. Medically necessary covered DMC-ODS services delivered by Contractor shall be covered and reimbursable Medi-Cal services whether or not the person served has a co-occurring mental health condition.

## 10. NETWORK ADEQUACY REQUIREMENTS

Pursuant to W&I Code section 14197(d)(1)(A), under Health and Safety Code (H&S Code) section 1367.03, commencing on January 1, 2022 unless otherwise specified, Contractor shall:

- (A) Provide or arrange for the provision of covered substance use disorder services in a timely manner appropriate for the nature of the person served condition consistent with good professional practice (H&S Code section 1367.03(a)(1)).
- (B) Establish and maintain provider networks, policies, procedures, and quality assurance monitoring systems and processes sufficient to ensure compliance with this clinical appropriateness standard (H&S Code section 1367.03(a)(1)).
- (C) Ensure that all processes necessary to obtain covered substance use disorder services, including, but not limited to, prior authorization processes, are completed in a manner that assures the provision of covered substance use disorder services to a person served in a timely manner appropriate for the individual’s condition and in compliance with H&S Code section 1367.03 (H&S Code section 1367.03(a)(2)).
- (D) Ensure that, if it is necessary for Contractor or a person served to reschedule an appointment, the appointment is promptly rescheduled in a manner that is appropriate for the persons served’s health care needs, and ensures continuity of care consistent with good professional practice, and consistent with H&S Code

section 1367.03 and the regulations adopted thereunder (H&S Code section 1367.03(a)(3)).

- (E) Ensure that interpreter services required by H&S Code section 1367.04 of and Cal. Code Regs., tit. 28, §1300.67.0428 are coordinated with scheduled appointments for covered substance use disorder services in a manner that ensures the provision of interpreter services at the time of the appointment without imposing delay on the scheduling of the appointment (H&S Code section 1367.03(a)(4)).
- (F) Ensure a non-urgent appointment with a non-physician substance use disorder provider within ten business days of the request for the appointment (H&S Code section 1367.03(a)(5)(E)), except under the following circumstances:
- (1) The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the individual's health (H&S Code section 1367.03(a)(5)(H)).
  - (2) Preventive care services and periodic follow-up care, including standing referrals to specialists for chronic conditions, periodic office visits to monitor and treat pregnancy, cardiac, mental health, or substance use disorder conditions, and laboratory and radiological monitoring for recurrence of disease, may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice (H&S Code section 1367.03(a)(5)(I)).
- (G) Ensure that, commencing July 1, 2022, non-urgent follow up appointments with a non-physician substance use disorder provider: within ten (10) business days of the prior appointment for those undergoing a course of treatment for an ongoing substance use disorder condition (H&S Code section 1367.03(a)(5)(F)), except under the following circumstance:
- (1) The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the individual's health (H&S Code section 1367.03(a)(5)(H)).
  - (2) Arrange for the coverage through the Managed Care Plans in accordance with subdivision H&S Code section 1374.72(d) to ensure timely access to medically necessary covered substance use disorder services that are not available in network within the geographic and timely access standards set by law or regulation (H&S Code section 1367.03(a)(7)(B)).

## 11. PERSON SERVED RIGHTS AND PROTECTIONS

Contractor shall take all appropriate steps to fully protect person served's rights, as specified in Welfare and Institutions Code §5325 et seq; Title 9 CCR, §§ 862, 883, 884; Title 22 CCR, §72453 and §72527; and 42 CFR § 438.100. Contractor shall comply with any applicable Federal and state laws that pertain to person served rights and shall ensure that its employees observe and protect those rights. Contractor shall have written policies guaranteeing the person served's rights.

## **12. ADVERTISING REQUIREMENTS**

- (A) Contractor, to protect the health, safety, and welfare of persons served with a SUD, shall not use false or misleading advertisement for their medical treatment or medical services as per SB 434 Health and Safety Code § 11831.9 and BHIN 22-022.
- (B) Licensed SUD recovery or treatment facilities and certified alcohol or other drug programs shall not do any of the following:
  - (1) Make a false or misleading statement or provide false or misleading information about the entity's products, goods, services, or geographical locations in its marketing, advertising materials, or media, or on its internet website or on a third-party internet website.
  - (2) Include on its internet website a picture, description, staff information, or the location of an entity, along with false contact information that surreptitiously directs the reader to a business that does not have a contract with the entity.
  - (3) Include on its internet website false information or an electronic link that provides false information or surreptitiously directs the reader to another internet website.
- (C) Contractor shall comply with these requirements and any subsequent regulations around advertising requirements for SUD recovery or treatment facilities issued by DHCS.

## **13. PROVIDER-PERSON SERVED COMMUNICATIONS**

Contractor is not restricted from acting within the lawful scope of practice, from advising or advocating on behalf of a person served who is their patient, for the following the person served's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, any information the person served needs to decide among all relevant treatment options, the risks, benefits, and consequences of treatment or non-treatment, or the person served's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

## **14. LIABILITY FOR PAYMENT**

Contractor shall ensure that persons served are not held liable for any of the following:

- (A) Contractor's debts, in the event of the Contractor's insolvency.
- (B) Covered services provided to the person served for which the state does not pay the Contractor or the Contractor or the County does not pay the individual or health care provider that furnished the service under a contractual referral or other obligation.

- (C) Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount the person served would owe if the Contractor covered the services directly.

## 15. CARE COORDINATION

Contractor and County shall comply with the care and coordination requirements of the State-County Intergovernmental Agreement, Exhibit A, Attachment I, II.E.3 and 42 C.F.R. §438.208. Contractor shall ensure that each person served has an ongoing source of care appropriate to his or her needs and shall ensure a person or entity within their organization is formally designated as primarily responsible for coordinating the services accessed by the person served. The person served shall be provided information on how to contact their case manager. Contractor shall coordinate services: between care settings, including appropriate discharge planning for short-term and long-term hospital and institutional stays; with services the person served receives from any other managed care organization; with the services the person served receives in FFS Medi-Cal; and the services the person served receives from community and social support providers. Care coordination efforts shall be accurately documented in person served's chart to be verified during County chart audits conducted at least annually.

Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

To facilitate care coordination, Contractor will request a HIPAA and California law compliant authorization to share information with and among all other providers involved in the person served's care, in satisfaction of state and federal privacy laws and regulations.

Contractor shall make a best effort to conduct an initial screening of each person served's ancillary needs, within thirty (30) calendar days of the effective date of admission for all new persons served, including subsequent attempts if the initial attempt to contact the person served is unsuccessful.

Contractor shall ensure that it maintains and shares, as appropriate, a person served health record in accordance with professional standards.

Contractor shall ensure that in the process of coordinating care, each person served's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

Contractor shall ensure that persons served are aware of and are referred to, when appropriate, recovery supports and services immediately after discharge or upon completion of an acute care stay.

In addition to the requirements outlined in Article III.G of Exhibit A, Attachment I, Contractor shall comply with the following requirements for transitioning persons served to other levels of care:

- (A) Contractor's care coordinators shall ensure the transition of the person served to an appropriate LOC. This may include step-up or step-down in covered DMC-ODS services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary.

- (B) Contractor's care coordinators shall ensure transitions to other LOCs occur no later than 10 days from the time of assessment or reassessment with no interruption of current treatment services.
- (C) The initial treating provider shall be responsible for arranging care coordination services and communicating with the next provider to ensure smooth transitions between LOCs.

## **16. SCREENING AND ENROLLMENT REQUIREMENTS**

County shall ensure that all Contractor providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b)).

County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor, of up to 120 days but must terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected persons served (42 C.F.R. § 438.602(b)(2)).

Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

## **17. TRANSITION OF CARE**

Contractor shall follow County's transition of care policy in accordance with applicable state and federal regulations, MHSUDS IN 18-051: DMC-ODS Transition of Care Policy, and any BHINs issued by DHCS for parity in SUD and mental health benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Persons served shall be allowed to continue receiving covered DMC-ODS services with an out-of-network provider when their assessment determines that, in the absence of continued services, the person served would suffer serious detriment to their health or be at risk of hospitalization or institutionalization. DMC-ODS treatment services with the existing provider (out-of-network) provider shall continue for a period of no more than 90 days unless medical necessity requires the services to continue for a longer period of time, not exceeding 12 months. Specific criteria must be met.

## **18. AUTHORIZATION OF SERVICES**

Contractor shall adhere to County's written policies and procedures, outlined in the Provider Manual, for authorization of services.

Contractor shall respond to County or administrative services organization in a timely manner when consultation is necessary to make appropriate authorization determinations.

County or administrative services organization shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DCHS notices.

Contractor is not required to obtain service authorization for non-residential/non-inpatient levels of care. Prior authorization is prohibited for non-residential DMC-ODS services.

(A) SUD Residential and Inpatient Levels of Care service authorization

Contractor shall have in place, and follow, County written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services.

County will review the DSM and ASAM Criteria to ensure that the person served meets the requirements for the service.

Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

County will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a person served in a timely manner appropriate for the person served's condition.

Contractor shall alert County when an expediated service authorization decision is necessary due to a person served's specific needs and circumstances that could seriously jeopardize their life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the person served or provider requests an extension.

Contractor shall alert County when a standard authorization decision is necessary. Standard service authorizations shall not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days if the person served or provider requests an extension.

Contractor, if applicable, shall ensure that length of stay (LOS) in residential program complies with the following:

- (1) LOS shall be determined by individualized clinical need (statewide LOS goal is 30 days). LOS for persons served shall be determined by an LPHA and authorized by the County as medically necessary.
- (2) Persons served receiving residential treatment must be transitioned to another LOC when clinically appropriate based on treatment progress.
- (3) Perinatal persons served may receive a longer LOS than those described above, if determined to be medically necessary.
- (4) Nothing in this section overrides any EPSDT requirements. EPSDT persons served may receive a longer length of stay based on medical necessity.

## **19. DOCUMENTATION REQUIREMENTS**

Contractor agrees to comply with documentation requirements set forth in this section, in compliance with federal, state and County requirements.

- (A) All Contractor documentation shall be accurate, complete, legible, and shall list each date of service. Contractor shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.
- (B) All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified herein require corrective action plans.

## **20. ASSESSMENT**

Contractor shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS persons served to determine the appropriate level of SUD care.

- (A) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the person served is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.
- (B) The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided.
- (C) Assessments shall be updated as clinically appropriate when the person served's condition changes. Additional information on assessment requirements can be found in Section XX Access to Substance Use Disorder Services or BHIN 23-001.

## **21. ICD-10**

Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

Once a DSM diagnosis is determined, the Contractor shall determine the corresponding diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from County.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by DHCS.

## **22. PROBLEM LIST**

- (A) Contractor will create and maintain a Problem List for each person served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- (B) Contractor must document a problem list that adheres to industry standards utilizing at minimum SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, March 2021 Release, and ICD-10-CM 2023.
- (C) A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
- (D) The problem list shall be updated on an ongoing basis to reflect the current presentation of the person served.
- (E) The problem list shall include, but is not limited to the following:
  - (1) Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
  - (2) Problems identified by a provider acting within their scope of practice, if any.
  - (3) Problems or illnesses identified by the person served and/or significant support person, if any.
  - (4) The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.
- (F) Contractor shall add to or remove problems from the problem list when there is a relevant change to a person served's condition.
- (G) County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the person served, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

### **23. PROGRESS NOTES**

Contractor shall create progress notes for the provision of all DMC-ODS services provided under this Agreement.

Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

- (A) Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or group service, and shall include:
  - (1) The type of service rendered

- (2) A narrative describing the service, including how the service addressed the person served's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors)
  - (3) The date that the service was provided to the person served
  - (4) Duration of the service, including travel and documentation time
  - (5) Location of the person served at the time of receiving the service
  - (6) A typed or legibly printed name, signature of the service provider and date of signature
  - (7) ICD-10 code
  - (8) Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
  - (9) Next steps, including, but not limited to, planned action steps by the provider or by the person served, collaboration with the person served, collaboration with other provider(s) and any update to the problem list as appropriate.
- (B) Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- (C) Contractor shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.
- (D) When a group service is rendered by the Contractor, the following conditions shall be met:
- (1) A list of persons served is required to be documented and maintained by the Contractor.
  - (2) If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. Contractor shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

## 24. PLAN OF CARE

As specified in BHIN 22-019, when a plan of care is required, Contractor shall follow the DHCS requirements outlined in the Alcohol and/or Other Drug Program Certification Standards document, available in the DHCS Facility Certification page at:

<https://www.dhcs.ca.gov/provgovpart/Pages/Licensing-and-Certification-Facility-Certification.aspx>

- (A) Contractor shall develop plans of care for all persons served, when required, and these plans of care shall include the following:
- (1) Statement of problems experienced by the person served to be addressed.

- (2) Statement of objectives to be reached that address each problem.
  - (3) Statement of actions that will be taken by the program and/or person served to accomplish the identified objectives.
  - (4) Target date(s) for accomplishment of actions and objectives.
- (B) Contractor shall develop the plan of care with participation from the person served in accordance with the timeframes specified below:
- (1) For outpatient programs, the plan of care shall be developed within 30 calendar days from the date of the person served's admission. The person served's progress shall be reviewed and documented within 30 calendar days after signing the plan of care and not later than every 30 calendar days thereafter.
  - (2) For residential programs, the plan of care shall be developed within 10 calendar days from the date of the person served's admission.
  - (3) An LPHA, registered or certified counselor shall ensure and document, that together with the person served, the plan of care is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the plan of care and no later than every 90 calendar days thereafter, whichever comes first.
- (C) Contractor is not required to complete a plan of care for person served under this Agreement, except in the below circumstances:
- (1) Peer Support Services require a specific care plan based on an approved Plan of Care. The plan of care shall be documented within the progress notes in the person served's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
  - (2) Narcotic Treatment Programs (NTP) are required to create a plan of care for persons served as per federal law. This requirement is not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.

## 25. TELEHEALTH

Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

All telehealth equipment and service locations must ensure that person served confidentiality is maintained.

Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Medical records for persons served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

## **26. DISCHARGE PLANNING**

Contractor shall have written policies and procedures or shall adopt the County's policies and procedures regarding discharge. These procedures shall contain the following:

(A) Written criteria for discharge defining:

- (1) Successful completion of program;
- (2) Administrative discharge;
- (3) Involuntary discharge;
- (4) Transfers and referrals.

(B) A discharge summary that includes:

- (1) Reason for discharge, including whether the discharge was voluntary or involuntary and whether the person served successfully completed the program;
- (2) Description of treatment episodes;
- (3) Description of recovery services completed;
- (4) Current alcohol and/or other drug usage;
- (5) Vocational and educational achievements;
- (6) Persons served continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and person served;
- (7) Transfers and referrals; and
- (8) Person served's comments.

## **27. CREDENTIALING/RE-CREDENTIALING**

Contractor shall follow the County's established credentialing and re-credentialing process for all licensed and/or certified staff network providers, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider. Initial credentialing must be completed prior to providing treatment services.

Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.

Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. § 438.610. See relevant section below regarding specific requirements for exclusion monitoring.

Contractor shall ensure that all of their network providers, delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

- (A) Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
- (B) A history of loss of license or felony convictions;
- (C) A history of loss or limitation of privileges or disciplinary activity;
- (D) A lack of present illegal drug use; and
- (E) The application's accuracy and completeness

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

Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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

## **28. QUALITY IMPROVEMENT PROGRAM**

### **A. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION**

- (1) Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- (2) Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and person serveds' satisfaction over time. Other QI

activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, person served and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and person served grievances. Contractor shall measure, monitor, and annually report to the County its performance.

- (3) Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess person served/family satisfaction by:
  - (a) Surveying person served/family satisfaction with the Contractor's services at least annually.
  - (b) Evaluating person served grievances, appeals and State Hearings at least annually.
  - (c) Evaluating requests to change persons providing services at least annually.
  - (d) Informing the County and persons served of the results of s/family satisfaction activities.

Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

- (1) Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- (2) Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- (3) Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- (4) Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- (5) Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

## B. NETWORK ADEQUACY

- (1) Contractor shall ensure that all services covered under this Agreement are available and accessible to persons served in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. § 438.206 (a),(c)).
- (2) Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to County, utilizing a provided template or other designated format.
- (3) Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services. Significant changes include, but are not limited to, changes in services or providers available to persons served, and changes in geographic service area.

### C. TIMELY ACCESS

- (1) Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of the need for services. County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- (2) Timely access standards include:
  - (a) Contractors must have hours of operation during which services are provided to Medi-Cal persons served that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal persons served. If the Contractor's provider only serves Medi-Cal persons served, the provider must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Agreement or another County.
  - (b) Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management department or other designated persons.
  - (c) Contractor shall ensure that all persons served seeking NTP services are provided with an appointment within three business days of a service request.
  - (d) Contractor shall ensure that all persons served seeking outpatient and intensive outpatient (non-NTP) services are provided with an appointment within 10 business days of a non-NTP service request.
  - (e) Contractor shall ensure that all persons served seeking non-urgent appointments with a non-physician SUD provider are provided within 10 business days of the request for the appointment. Similarly, Contractor shall ensure that all persons served seeking non-urgent follow-up appointments

with a non-physician SUD provider are provided within 10 business days of the prior appointment for those undergoing a course of treatment for an ongoing SUD condition. These timely standards must be followed, except in the following circumstances:

- (i) The referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, has determined and noted that in the relevant record that a longer waiting time will not have a detrimental impact on the persons served's health.
- (ii) Preventive care services and periodic follow-up care, including office visits for SUD conditions, may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice.
- (f) Contractor shall ensure that, if necessary for a person served or a provider to reschedule an appointment, the appointment is promptly rescheduled in a manner that is appropriate for the person served's health care needs and ensures continuity of care consistent with good professional practice.
- (g) Contractor shall ensure that during normal business hours, the waiting time for a person served to speak by telephone with staff knowledgeable and competent regarding the person served's questions and concerns does not exceed 10 minutes.

#### D. DATA REPORTING REQUIREMENTS

- (1) Contractor shall comply with data reporting compliance standards as established by DHCS and/or SAMHSA depending on the specific source of funding.
- (2) Contractor shall ensure that all data stored or submitted to the County, DHCS or other data collection sites is accurate and complete.
  - (a) California Outcomes Measurement System Treatment (CalOMS Tx)
    - (i) CalOMS Tx data shall be submitted by Contractor to DHCS via electronic submission within 45 days from the end of the last day of the report month. This data shall be submitted during this time frame.
  - (b) Drug and Alcohol Treatment Access Report (DATAR)
    - (i) DATAR data shall be submitted by Contractor as specified by County, either directly to DHCS or by other means established by County, by the 10th of the month following the report activity month.
- (3) Substance Abuse and Prevention Treatment Block Grant (SABG) Funding reporting
  - (a) Contractors providing services to persons served in counties using SABG funds will collect and report performance data to County monthly.

#### E. TREATMENT PERCEPTION SURVEY (TPS)

Contractor shall conduct the annual Treatment Perception Survey (TPS) consistent with DMC-ODS requirements and under the direction of County.

#### F. PRACTICE GUIDELINES

- (1) Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements as per 42 C.F.R. § 438.236:
  - (a) Are based on valid and reliable clinical evidence or a consensus of providers in the field.
  - (b) Consider the needs of the Contractor's persons served
  - (c) Are adopted in consultation with network providers
  - (d) Are reviewed and updated periodically as appropriate
- (2) Contractor shall disseminate the guidelines to all affected providers and, upon request, to persons served and potential persons served.

#### G. EVIDENCE-BASED PRACTICES (EBPs)

- (1) Contractors will comply with County and DHCS standards related to Evidenced Based Practices (EBPs).
- (2) Contractor will implement at least two of the following EBP to fidelity per provider, per service modality:
  - (a) Motivational Interviewing
  - (b) Cognitive-Behavioral Services
  - (c) Relapse Prevention
  - (d) Trauma-Informed Treatment
  - (e) Psycho-Education

#### H. PHYSICIAN INCENTIVE PLAN

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

#### I. REPORTING UNUSUAL OCCURRENCES

- (j) Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of persons served, staff and/or members of the community, including, but not limited to, physical injury and death.
- (k) Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:
  - a. Complete written description of event including outcome;

- b. Written report of Contractor's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
- (l) County and DHCS retain the right to independently investigate unusual occurrences and the Contractor will cooperate in the conduct of such independent investigations.

## **29. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION**

Contractor shall comply with Grievance procedures set forth in the State-County Intergovernmental Agreement, the Provider Manual and the Member Handbook.

All grievances (as defined by 42 C.F.R. §438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

Contractor shall not discourage the filing of grievances and persons served do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

Aligned with MHSUDS 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractors within the specified timeframes using the template provided by the County.

NOABDs must be issued to persons served anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.

Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

Contractor must provide person served with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.

Contractor shall log complaints and the disposition of all complaints from a person served or a person served's family. Contractor shall provide a summary of the complaint log entries concerning County-sponsored persons served to County at monthly intervals by the fifteenth (15<sup>th</sup>) day of the following month, in a format that is mutually agreed upon. Contractor shall post signs informing persons served of their right to file a complaint or grievance.

Contractor shall notify County of all incident reportable to state licensing bodies that affect County persons served within twenty-four (24) hours of receipt of a complaint.

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

Contractor shall make the following grievance information available to all persons served:

- (A) Right to a State Fair Hearing and how to obtain a hearing as well as representation rules.
- (B) Right to file grievances and appeals, including the requirements and timeframes for filing.
- (C) Right to give written consent to allow Contractor or legal representative, acting on behalf of the person served, to file an appeal.
- (D) Grievance can be filed orally or in writing to DHCS or County.
- (E) The availability of assistance with filing grievances and appeals.
- (F) The toll-free number to file oral grievances and appeals.
- (G) Right to request continuation of benefits during an appeal or state fair hearing filing although the person served may be liable for the cost of any continued benefits if the action is upheld.
- (H) Any state determined Contractor's appeal rights to challenge the failure of the County to cover a service.

### **30. ADVANCED DIRECTIVES**

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

### **31. PROGRAM INTEGRITY REQUIREMENTS**

#### **(A) GENERAL**

Contractor shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse. Contractor shall maintain written policies, procedures, and standards of conduct that articulate Contractor's commitment to comply with all applicable requirements and standards under the State-County Intergovernmental Agreement, and all applicable Federal and State requirements. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance.

Contractor shall provide reports to County within 60 calendar days when it has identified an overpayment. County shall provide a mechanism for reporting and collecting overpayment.

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall retain information regarding data, information, and documentation for person served encounter data specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 (42 C.F.R. §438.600(b)) for a period of no less than 10 years.

Contractor shall ensure sites keep a record of persons served being treated at that location.

Contractor shall not knowingly have a relationship with a director, officer or partner of Contractor, a subcontractor of Contractor, a person with beneficial ownership of five (5) percent or more of Contractor's equity or a network provider or person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement with the following:

- (A) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2, Section 101, of a person described above.

Contractor shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act.

**(B) ASAM STANDARDS OF CARE**

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities.

For this Agreement and subsequential services, Contractor shall adopt ASAM as the evidenced based practice standard for LOC.

Contractor shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- (1) ASAM Module I- Multidimensional Assessment
- (2) ASAM Module II- From Assessment to Service Planning and Level of Care
- (3) ASAM Module III-Introduction to the ASAM Criteria

**32. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS**

Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608 (a)(1), that must include:

- (A) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.
- (B) A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
- (C) A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
- (D) A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
- (E) Effective lines of communication between the Compliance Officer and the organization's employees.
- (F) Enforcement of standards through well-publicized disciplinary guidelines.
- (G) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
- (H) The requirement for prompt reporting and repayment of any overpayments identified.

Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:

- (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
- (B) All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42C.F.R. § 438.608(a), (a)(2).
- (C) Information about change in a person served's circumstances that may affect the person served's eligibility including changes in the person served's residence or the death of the person served as per 42 C.F.R. § 438.608(a)(3).

Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor Contractor shall comply with California Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the development, implementation, and maintenance of a nondiscrimination program. Contractor shall not discriminate against any employee or applicant for employment because sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability, mental disability, medical condition, genetic information, sexual orientation, marital status, age, gender, gender

identity, gender expression, or military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. Contractor agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No. 11246. Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC § 794).

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

Contractor shall make prompt referral of any potential fraud, waste or abuse to County Contractor shall comply with California Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the development, implementation, and maintenance of a nondiscrimination program. Contractor shall not discriminate against any employee or applicant for employment because sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability, mental disability, medical condition, genetic information, sexual orientation, marital status, age, gender, gender identity, gender expression, or military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. Contractor agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No. 11246. Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC § 794).

County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. § 455.23. (42 C.F.R. § 438.608 (a)(8)).

Contractor shall report to the County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

### **33. PARITY IN MENTAL HEALTH AND SUBSTANCE USE DISORDDER BENEFITS**

#### **(A) General Parity Requirement**

- (1) Contractor shall not impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the State-County Contract.
- (2) Contractor shall not apply any financial requirement or treatment limitation to substance use disorder services in any classification of benefit that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification of benefit furnished to person served (whether or not the benefits are furnished by the Contractor). (42 CFR 438.910(b)(1))

- (3) Contractor shall provide substance use disorder services to person served in every classification in which medical/surgical benefits are provided. (42 CFR 438.910(b)(2))

(B) Quantitative Limitations

- (1) Contractor shall not apply any cumulative financial requirement for substance use disorder services in a classification that accumulates separately from any established for medical/surgical services in the same classification. (42 CFR 438.910(c)(3))

(C) Non-Quantitative Limitations

- (1) Contractor shall not impose a non-quantitative treatment limitation for substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the non-quantitative treatment limitation to substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification. (42 CFR §438.910(d))

### **34. PERSON SERVED INFORMING AND TRANSLATION SERVICES**

Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, section 1 557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.

Contractor shall provide information in a manner and format that is easily understood and readily accessible to persons served (42 C.F.R. § 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily understood language, format, and alternative formats that take into consideration the special needs of persons served in compliance with 42 C.F.R. §438.10(d)(6). Contractor shall inform persons served that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. §438.10.

Contractor shall provide the required information in this section to each person served receiving SUD services under this Agreement and upon request.

Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. §438.10 and complies with all the requirements regarding the same set forth in 42 C.F.R. §438.10.

Contractor shall use DHCS/County developed model beneficiary handbook and person served notices (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

Person served's information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

- (A) The format is readily accessible;

- (B) The information is in a location on the Contractor's website that is prominent and readily accessible;
- (C) The information is provided in an electronic form which can be electronically retained and printed;
- (D) The information is consistent with the content and language requirements of this Agreement;
- (E) The person served is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (50 business days (42 C.F.R. §438.10(c)(6))).

Nondiscrimination Notice Requirements:

- (A) Contractor shall post a DHCS-approved nondiscrimination notice that informs persons served, potential persons served, and the public about nondiscrimination, protected characteristics, and accessibility requirements and conveys the Contractor's compliance with the requirements.
- (B) The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to persons served, potential persons served, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.
- (C) The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.
- (D) The nondiscrimination notice shall include all legally required elements under the applicable subsections of W&I Code section 14029.91 and Gov. Code section 11135.
- (E) The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.
- (F) Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications

Written Materials

- (A) Contractor shall provide all written materials for potential persons served and persons served in a font size no smaller than 12 point (42 C.F.R. §438.10(d)(6)(ii)).

- (B) Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the person served or potential person served at no cost.
- (C) Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's SUD health education materials, available in the prevalent non-English languages in the County. (42 C.F.R. § 438.10(d)(3).)
- (1) Contractor shall notify persons served, prospective persons served, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Institutions Code § 14727(a)(1); California Code of Regulations. tit. 9 § 1810.410, subd. (e), para. (4))
- (D) Contractor shall make auxiliary aids and services available upon request and free of charge to each person served. (42 C.F.R. § 438.10(d)(3)- (4).)
- (E) Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- (F) Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

#### Person Served Informing Materials

- (A) Each person served must receive and have access to the person served informing materials upon request by the person served and when first receiving SUD services. Person served informing materials include but are not limited to:
- (1) County DMC-ODS Beneficiary Handbook (BHIN 22-060)
  - (2) Provider Directory
  - (3) DMC-ODS Formulary
  - (4) Advance Health Care Directive Form (required for adult persons served only)
  - (5) Notice of Language Assistance Services available upon request at no cost to the person served
  - (6) Language Taglines
  - (7) Grievance/Appeal Process and Form
  - (8) Notice of Privacy Practices
  - (9) EPSDT poster (if serving persons served under the age of 21)
- (B) Contractor shall provide each person served with a beneficiary handbook at the time the person served first accesses services. The beneficiary handbook shall be

- provided to persons served within 14 business days after receiving notice of enrollment.
- (C) Contractor shall give each person served notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
  - (D) Required informing materials must be electronically available on the Contractor's website and must be physically available at the Contractor agency facility lobby for person serveds' access.
  - (E) Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to persons served within five business days. Large print materials shall be in a minimum 18-point font size.
  - (F) Informing materials will be considered provided to the person served if Contractor does one or more of the following:
    - (1) Mails a printed copy of the information to the person served's mailing address before the person served first receives a SUD service;
    - (2) Mails a printed copy of the information upon the person served's request to the person served's mailing address;
    - (3) Provides the information by email after obtaining the person served's agreement to receive the information by email;
    - (4) Posts the information on the Contractor's website and advises the person served in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that persons served with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
    - (5) Provides the information by any other method that can reasonably be expected to result in the person served receiving that information. If the Contractor provides informing materials in person, when the person served first receives SUD services, the date and method of delivery shall be documented in the person served's file.

#### Provider Directory

Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

Contractor must make available to persons served, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

Contractor will only need to report changes/updates to the provider directory for each licensed SUD service provider.

#### Medication Formulary

(A) Contractor shall make available in electronic or paper form, the following information about the County's formulary as outlined in 42 C.F.R. § 438.10(i):

- (1) Which medications are covered (for both generic and name brand).
- (2) What tier each medication resides on.

(B) Contractor shall inform persons served about County's formulary drug lists availability in a machine-readable file and format on the County's website.

#### Language Assistance Taglines

(A) Contractor shall post taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by DHCS), persons served, potential persons served, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

(B) Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all person served's information and other information notice, in accordance with federal and state requirements.

#### Language Assistance Services

Contractor shall make interpretation services available free of charge and in a timely manner to each person served. This includes two primary types of language assistance services: oral and written. Limited English proficiency (LEP) individuals are not required to accept language services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services. Contractor shall comply with the following oral interpretation requirements:

- (A) Contractor shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to persons served. Key points of contact may include medical care settings and non-medical care settings.
- (B) Font shall be provided in all languages and is not limited to threshold or concentration standard languages.
- (C) Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality

- standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.
- (D) An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must:
- (1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual;
  - (2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and adhere to generally accepted interpreter ethics principles, including person served confidentiality.
- (E) If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.
- (F) Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated that they meet all the qualifications of a qualified interpreter listed above.
- (G) The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available or the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality.

Contractor shall use County's written/translated materials that are critical to obtaining services, including the provider directory, member handbook, appeal and grievance notices, and denial and termination notices, available in the prevalent non-English languages. All other Contractor specific written materials must be made available in the prevalent non-English languages. Contractor shall ensure that written materials use easily understood language and format, use a font size no smaller than 12-point, and are made available in alternative formats upon request of the potential person served or person served at no cost. Written materials shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of County's member/customer service unit.

Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who:

- (A) Adheres to generally accepted translator ethics principles, including person served confidentiality;
- (B) Has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and
- (C) Is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

At a minimum, Contractor shall provide written translations of the person served's information in the threshold and concentration languages.

### **35. EFFECTIVE COMMUNICATION WITH INDIVIDUALS WITH DISABILITIES**

Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities. Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities. Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

Auxiliary aids and services include the following:

- (A) Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones,

captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective telecommunications devices, videotext displays, accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

- (B) Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

When providing interpretive services, Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who:

- (A) adheres to generally accepted interpreter ethics principals, including person served's confidentiality; and
- (B) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology.

For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).

If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

Contractor shall not require an individual with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except when:

- (A) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or,
- (B) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, Contractor shall first inform the individual that they have the right to free interpreter

services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

### **36. CONTRACTOR SPECIFICATIONS**

Contractor shall ensure that professional staff are licensed, registered, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations. Professional staff shall abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by the Department of Health Care Services. Contractor shall ensure that Physicians receive a minimum of five (5) hours of continuing medical education related to addiction medicine each year and professional staff (LPHAs) receive a minimum of five (5) hours of continuing education related to addiction medicine each year. Copies of these certifications and licenses shall be maintained in staff's personnel files and records shall be made available to County upon request.

Profession staff is defined as any of the following:

(A) Licensed Practitioners of the Healing Arts (LPHA), including:

- (1) Physicians
- (2) Nurse Practitioners
- (3) Physician Assistants
- (4) Registered Nurses
- (5) Registered Pharmacists
- (6) Licensed Clinical Psychologists
- (7) Licensed Professional Clinical Counselors
- (8) Licensed Marriage and Family Therapists
- (9) Licensed-eligible practitioners registered with the Board of Psychology or Behavioral Science Board working under the supervision of a licensed clinician

(B) An Alcohol or other drug (AOD) counselor that is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.

(C) Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

- (D) A Peer Support Specialist with a current State approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements

Contractor shall ensure that non-professional staff receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

### **37. MEDICAL DIRECTOR REQUIREMENTS**

Contractor's Medical Director must, prior to the delivery of services under this Contract, be enrolled with DHCS under applicable state regulations, screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this Agreement, and have a signed Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

Medical Directors shall receive a minimum of five (5) hours of continuing medical education related to addiction medicine annually.

SUD Medical Director's responsibilities shall, at a minimum, include all of the following:

- (A) Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
- (B) Ensure that physicians do not delegate their duties to non-physician personnel.
- (C) Develop and implement written medical policies and standards for the provider.
- (D) Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
- (E) Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
- (F) Ensure that providers' physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for persons served, and determine services are medically necessary.
- (G) Ensure that providers' physicians are adequately trained to perform other physician duties, as outlined in this section.

The Medical Director Medical Director may delegate their responsibilities to a physician consistent with the providers' medical policies and standards; however, the Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

### **38. MEDICAL NECESSITY**

Contractor shall use ASAM criteria to determine medical necessity. Level of Care determinations are separate and distinct from determining medical necessity.

Contractor shall ensure that all ADULT persons served receive at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Placement Criteria shall be applied by the diagnosing individual to for placement into the correct level of care.

Non-NTP Contractors shall periodically as directed by County, and at a minimum of every six (6) months, reassess for continued medical necessity of an ongoing treatment. The reassessment determination must be documented by the Medical Director, licensed physician or LPHA as clinically appropriate.

OTP/NTP Contractors shall periodically as directed by County, and at a minimum within two (2) years from admission and annually thereafter, reassess for continued medical necessity of an ongoing treatment and determine that those services are still clinically appropriate for that individual.

For Medical Necessity definition and Assessment and Reassessment timeframes Contractor shall refer to the Provider Manual.

- (A) For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396dl(5) of Title 42 of the United States Code; W&I Code section 14059.5(b)(1)).
- (B) Individuals over 21 must receive DMC-ODS services that are medically necessary. Pursuant to W&I Code section 14059.5(a), a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

### **39. ASAM REQUIREMENTS**

Contractor shall use County’s American Society of Addiction Medicine (ASAM) criteria assessment tools to determine placement into the appropriate level of care for all persons served. Contractor shall ensure that assessment of services for adolescents will follow the ASAM adolescent treatment criteria.

Contractor and Contractor’s staff shall comply with obtaining ASAM Criteria training prior to providing services. Contractor shall ensure that, at minimum, staff conducting assessments complete ASAM trainings as described in the Staff Training Plan available on the Provider website. Contractor shall maintain records of ASAM trainings in personnel files and will make these records available to County upon request.

For persons served 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the person served’s first visit with an LPHA or registered/certified counselor.

For persons served under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the person served's first visit with an LPHA or registered/certified counselor.

A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for persons served under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care).

If a person served withdraws from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later returns, the time period starts over.

A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services. A full ASAM assessment does not need to be repeated unless the person served condition changes.

Requirements for ASAM LOC assessments apply to NTP persons served and settings.

A person served's placement and level of care determinations shall ensure that individuals are able to receive care in the least restrictive level of care that is clinically appropriate to treat their condition.

#### **40. ADA CONSIDERATIONS**

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor shall ensure that physical access, reasonable accommodations, and accessible equipment are available for Medicaid persons served with physical or mental disabilities.

#### **41. STATE PLAN COUNTIES NTP PERSONS SERVED**

OTP Contractors shall ensure that a person served that resides in a county that does not participate in DMC-ODS does not experience a disruption of NTP services. NTP Contractors shall provide any medically necessary NTP services covered by the California Medi-Cal State Plan to persons served that reside in a county that does not participate in DMC-ODS. NTP Contractors who provide services to an out-of-county person served shall submit claims for those services to the county in which the person served resides (according to MEDS).

#### **42. DMC CERTIFICATION AND ENROLLMENT**

Prior to delivering SUD services Contractor shall obtain any licenses, registrations, DMC certifications or approval to operate a SUD program or provide a covered service in accordance with applicable laws and regulations. Contractor shall continuously maintain any licenses, registrations, DMC certifications or approval to operate a SUD program or provide a covered service in accordance with applicable laws and regulations for the duration of this Contract. Contractor and any subcontractors shall comply with the following regulations and guidelines:

- (A) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
- (B) Cal. Code Regs., tit. 22, Sections 51490.1(a);
- (C) Exhibit A, Attachment I, Article III.XX – Requirements for Services;

(D) Cal. Code Regs., Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;

(E) Cal. Code Regs., tit. 22, Div. 3, chapter 3, §§ 51000 et. Seq; and

(F) W&I Code section 1 41 84.100 et seq.

**PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)**

Contractor shall ensure that all of its required clinical staff, who are rendering SUD services to Medi-Cal persons served on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to DHCS requirements, the 21st Century Cures Act, and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

**43. PERINATAL CERTIFICATION REQUIREMENTS**

Contractors of perinatal DMC services shall be properly certified to provide these services and comply with the applicable requirements below:

(A) Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

(B) Perinatal services shall include:

- (1) Parent/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
- (2) Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment);
- (3) Education to reduce harmful effects of alcohol and drugs on the parent and fetus or the parent and infant; and
- (4) Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

(C) Medical documentation that substantiates the person served' s pregnancy and the last day of pregnancy shall be maintained in the person served file.

**44. CONTRACTOR DMC CERTIFICATION**

DMC certified Contractors shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to person served at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances. DHCS shall conduct unannounced certification and recertification site visits at clinics pursuant to W&I Code, Section 14043.7.

## **45. DATA, PRIVACY AND SECURITY REQUIREMENTS**

### CONFIDENTIALITY AND SECURE COMMUNICATIONS

- (A) Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of person served information and records and all relevant County policies and procedures.
- (B) Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- (C) Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- (D) Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

### ELECTRONIC PRIVACY AND SECURITY

- (A) Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- (B) Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- (C) Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for persons served served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of person served signed documents: discharge plans, informing materials, and health questionnaire.
- (D) Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

## **46. ADDITIONAL AGREEMENT RESTRICTIONS**

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

#### **47. VOLUNTARY TERMINATION OF DMC-ODS SERVICE**

Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. Contractor shall be paid for DMC-ODS services provided to persons served up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to persons served in accordance with the State Plan.

#### **48. NULLIFICATION OF DMC-ODS SERVICES**

The parties agree that failure of County, or Contractor, to comply with W&I Code section 14124.24, 14184.100 *et seq.*, BHIN 21-075, as superseded by BHIN 23-001, the Intergovernmental Agreement, and any other applicable statutes, regulations or guidance issued by DHCS, shall be deemed a breach that results in the termination of the State-County Intergovernmental Agreement for cause. In the event of a breach, the DMC-ODS services shall terminate. The County shall immediately begin providing DMC services to the person served in accordance with the State Plan.

#### **49. HATCH ACT**

Contractor shall comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### **50. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS**

Contractor agrees that information produced through these funds, and which pertains to drug 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 (H&S Code section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.

#### **51. NONCOMPLIANCE WITH REPORTING REQUIREMENTS**

Contractor agrees that County and DHCS have the right to withhold payment until Contractor has submitted any required data and reports to DHCS, as identified in the Intergovernmental Agreement, Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

#### **52. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the funds made available through this Agreement 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).

#### **53. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

If any of the work performed under this Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the State County Intergovernmental Agreement, DHCS, County and Contractor

shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

(A) Trading Partner Requirements

- (1) No Changes: Contractor hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162915(a)].
- (2) No Additions: Contractor hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR Part 162.915 (b)].
- (3) No Unauthorized Uses: Contractor hereby agrees that for PHI, it shall not use any code or data elements that are marked 'not used' in the in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (c)].
- (4) No Changes to Meaning or Intent: Contractor hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (d)].

(B) Concurrence for Test Modifications to HHS Transaction Standards

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

(C) Adequate Testing

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

(D) Deficiencies

The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled CONTRACTOR if the County is acting as a clearinghouse for that CONTRACTOR. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled CONTRACTORS for which they provide clearinghouse services.

(E) Code Set Retention

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

(F) Data Transmission Log

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

#### **54. COUNSELOR CERTIFICATION**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to persons served, patients, or residents in a DHCS licensed or certified program is required to comply with the requirements in Cal. Code Regs., tit. 9, div. 4, chapter 8. (Document 3H).

#### **55. CULTURAL AND LINGUISTIC PROFICIENCY**

Contractor shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and complying with 42 CFR 438.206(c)(2).

#### **56. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USCprelim-title22-section7104d&num=0&edition=prelim>.

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

- (A) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (B) Procure a commercial sex act during the period of time that the award is in effect; or
- (C) Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if Contractor or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the Contractor or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

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 A, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

#### **57. PARTICIPATION IN THE COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA**

Contractor's administrator or designee shall participate and represent the Contractor in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the Contractor in their relationship with DHCS and the County with respect to policies, standards, and administration for SUD services. The Contractor's administrator or designee shall attend any special meetings called by the Director of DHCS.

#### **58. ADOLESCENT BEST PRACTICES GUIDELINES**

Contractor shall follow the guidelines in Document 1V, incorporated by this reference, "Adolescent Best Practices Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Adolescent Best Practices Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

#### **59. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

#### **60. FEDERAL LAW REQUIREMENTS**

Contractor shall comply with the following Federal law requirements:

- (A) Title VI of the Civil Rights Act of 1964, section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- (B) Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
- (C) 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.
- (D) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
- (E) Age Discrimination in Employment Act (29 CFR Part 1625).
- (F) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- (G) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- (H) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

- (I) Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities.
- (J) 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.
- (K) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- (L) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- (M) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (N) Balanced Budget Act of 1997
- (O) Health Insurance Portability and Accountability Act (HIPAA)

## **61. STATE LAW REQUIREMENTS**

Contractor shall comply with the following State law requirements:

- (A) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- (B) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- (C) Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with §10800.
- (D) Cal. Code Regs., tit. 22;
- (E) California Welfare and Institutions Code, Division 5;
- (F) No State or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by Contractor, to provide direct, immediate, or substantial support to any religious activity.
- (G) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

## **62. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS**

If a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend Contractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about Contractor's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The County

is to withhold payments from a DMC provider during the time a Payment Suspension is in effect. County has executed a Confidentiality Agreement that permits DHCS to communicate with County concerning Contractor(S) that are subject to administrative sanctions.

### **63. MEDICATION ASSISTED TREATMENT**

DMC-ODS providers, at all levels of care, shall demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for persons served with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for persons served if not provided on-site. Providing individuals with the contact information for a treatment program is insufficient). An appropriate facilitated referral to any Medi-Cal provider rendering MAT to the person served is compliant whether or not that provider seeks reimbursement.

### **64. MEDICATIONS**

If Contractor provides or stores medications, the Contractor shall store and monitor medications in compliance with all pertinent statutes and federal standards.

Contractor shall have written policies and procedures regarding the use of prescribed medications by persons served, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the person served upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a person served. Both shall sign a record, to be retained for at least one year.

Contractor shall have at least one program staff on duty at all times trained to adequately monitor persons served for signs and symptoms of their possible misuse of prescribed medications adverse medication reactions and related medical complications.

### **65. EVIDENCE BASED PRACTICES (EBP)**

Contractor shall implement Motivational Interviewing and at least two EBPs prescribed by DHCS based on the timeline established by County as outlined in the Provider Manual, and are delivering these practices to fidelity. The two additional required EBPs may be selected from the following: Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education. Three EBPs shall be utilized per service modality. County and DHCS will monitor the implementation and regular training of EBPs to staff during reviews. Contractor shall ensure that staff are internally monitored for training, quality of delivery and fidelity of Evidence Based Practices.

### **66. MEDI-CAL ELIGIBILITY VERIFICATION**

Contractor shall comply with 42 C.F.R. §455.1(a)(2) and BHIN 23-001, to obtain certification of a person served's eligibility for SUD services under Medi-Cal for each month of service prior to billing for DMC services for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC-ODS Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal person served are described in the manual available on the Provider webpage at:

<https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers>

## **67. POSTSERVICE POSTPAYMENT AND POSTSERVICE PREPAYMENT (PSPP)**

DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of contracted DMC providers to determine whether the DMC services were provided in compliance with all regulations and requirements contained in the Intergovernmental Agreement. DHCS shall issue the PSPP report to the County with a copy to Contractor. Contractor shall ensure any deficiencies are remediated and County shall attest the deficiencies have been remediated. Contractor payments are subject to recoupment when a PSPP review identifies non-compliant services.

All Contractor shall submit a County-approved corrective action plan (CAP) to DHCS within 60 days of the date of the PSPP report. Contractor(S) that do not comply with the CAP submittal requirements or fail to implement the approved CAP provisions within the designated timeline are subject to payment withholding until compliance is determined.

## **68. CONTROL REQUIREMENTS**

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. Contractor shall establish written policies and procedures consistent with applicable Federal and State laws, regulations and standards, and shall be held accountable for audit exceptions taken by the State or County for failure to comply with these requirements.

These requirements include, but may not be limited to, those set forth in this Agreement, and:

- (A) HSC, Division 10.5, Part 2, commencing with Section 11760;
- (B) California Code of Regulations (CCR), Title 9, Division 4, Chapter 8, commencing with Section 13000;
- (C) Government Code Section 16367.8
- (D) 42, CFR, Sections 8.1 through 8.6.
- (E) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- (F) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
- (G) 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act Amendments of 1996);
- (H) 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and
- (I) Contractor shall be familiar with the above requirements and must incorporate these requirements into written policies and procedures, as applicable.

## **69. PERFORMANCE REQUIREMENTS**

Contractor shall ensure 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/or 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.

## **70. PERINATAL PRACTICE GUIDELINES**

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to the Intergovernmental Agreement as Document 1G, incorporated by reference and available online at <https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>. Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

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

## **71. COORDINATION AND CONTINUITY OF CARE WITH MANAGED CARE PLANS**

Contractor shall coordinate with the Managed Care Plans, Anthem and CalVIVA Health, when appropriate, for comprehensive physical and behavioral health screening and collaborative treatment planning. County shall maintain MOUs with the managed care plans to facilitate person served care coordination and will monitor Contractors with regard to the effectiveness of physical health care coordination.

## **72. FEDERAL CERTIFICATIONS**

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

- (A) DBH and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".
- (B) This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Person serveds' 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.

### **73. SMOKING PROHIBITION REQUIREMENTS**

Contractor shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law.

### **74. ALCOHOL AND/OR DRUG-FREE ENVIRONMENT**

Contractor shall provide an alcohol and/or drug-free environment for persons served. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per Contractor's written policies and procedures.

Contractor shall have written policies regarding service delivery for when persons served experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

### **75. ASSESSMENT OF TOBACCO USE DISORDER**

As required by Assembly Bill 541 and BHIN 22-024, all licensed and/or certified SUD recovery and treatment facilities shall conduct an assessment of tobacco use at the time of initial intake. The assessment shall include questions recommend in the most recent version of the DSM under Tobacco Use Disorder, or County's evidence-based guidance, for determining whether a person served has a tobacco use disorder.

The licensed and/or certified SUD recovery or treatment facility shall do the following:

- (A) Provide information to the person served on how continued use of tobacco products could affect their long-term success in recovery from SUD;
- (B) Recommend treatment for tobacco use disorder in the treatment plan; and
- (C) Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

Licensed and/or certified SUD recovery or treatment facilities can also adopt tobacco free campus policies, to change the social norm of tobacco use, promote wellness, and reduce exposure to secondhand smoke.

## **76. NALOXONE REQUIREMENTS**

As required by AB 381, Health and Safety Code, § 11834.26, and BHIN 22-025, all licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- (A) Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- (B) Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- (C) The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

## **77. 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.

## **78. 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.



# 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 wait time 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  
Substance Use Disorder Outpatient Services Rates**

<b>SUD Outpatient Clinic/Site Based</b>	
<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Physicians Assistant	\$409.38
Nurse Practitioner	\$453.91
RN	\$370.76
Pharmacist	\$436.93
MD (typically in SUD system of care)	\$912.79
Psychologist/Pre-licensed Psychologist	\$367.09
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$237.56
Alcohol and Drug Counselor	\$197.05
Peer Recovery Specialist	\$187.66

# 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 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.

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**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.