

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between
3 the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as
4 "COUNTY", and VALUEOPTIONS OF CALIFORNIA, INC. herein after referred to as
5 "CONTRACTOR." Reference in this Agreement to "party" or "parties" shall be understood to refer to
6 COUNTY and CONTRACTOR, unless otherwise specified.

7 **WITNESSETH**

8 WHEREAS, COUNTY is authorized through its Intergovernmental Agreement with the California
9 Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for Drug
10 Medi-Cal services in Fresno County; and

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

15 WHEREAS, COUNTY, through its Department of Behavioral Health, is a Mental Health Plan as
16 defined in Title 9 of the California Code of Regulations section 1810.226; and

17 WHEREAS, CONTRACTOR(S) is licensed by the State of California Department of Managed
18 Health care to provide services required by the County, pursuant to the terms and conditions of this
19 Agreement.

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

22 1. **SERVICES**

23 A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth
24 in Exhibit A, "Scope of Work," attached hereto and by this reference incorporated herein and made part
25 of this Agreement.

26 B. It is acknowledged by all parties hereto that COUNTY's DBH Contracted
27 Services Division shall monitor the services operated by CONTRACTOR, in accordance with Section
28 Eighteen (18), EVALUATION – MONITORING, of this Agreement.

1 C. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings
2 consisting of staff from COUNTY's DBH to discuss program requirements, data reporting, training,
3 policies, procedures, overall program operations and any problems or foreseeable problems that may
4 arise.

5 D. CONTRACTOR shall maintain requirements as a Drug Medi-Cal Organized
6 Delivery System contractor for to the extent applicable for the services described herein throughout the
7 term of this Agreement. If for any reason this status is not maintained, COUNTY may terminate this
8 Agreement pursuant to Section Three (3), TERMINATION, of this Agreement.

9 E. CONTRACTOR agrees that prior to providing services under the terms and
10 conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program services
11 and operations or COUNTY may, in addition to other remedies, terminate this Agreement, in
12 accordance with Section Two (2), TERM, of this Agreement.

13 F. Upon issuance of final direction from DHCS, CONTRACTOR will work in good
14 faith with DBH to amend this Agreement to develop and implement a comprehensive scope of work to
15 meet DHCS requirements for concurrent reviews of inpatient mental health treatment authorizations.
16 Upon the parties' final written agreement to terms, the scope of work will become part of this
17 agreement, with a revised budget accounting for the additional service, through an amendment to this
18 agreement that is approved by CONTRACTOR and COUNTY.

19 G. CONTRACTOR will promptly provide copies of policies and procedures for
20 Administrative Services as reasonably requested by COUNTY. During normal business hours, as
21 reasonably required, upon reasonable prior notice and with all confidentiality/privacy protections in
22 place, CONTRACTOR shall provide COUNTY, its duly authorized representatives or applicable
23 governmental agencies, access to inspect facilities, equipment, documents and records reasonably
24 relating to Administrative Services provided by CONTRACTOR hereunder. CONTRACTOR shall
25 cooperate with collecting and sharing with COUNTY data pursuant to those reports listed in this
26 Agreement and its Exhibits and shall cooperate with such additional reporting that COUNTY is required
27 to submit to regulators or accreditation entities. COUNTY possesses and retains all right, title, and
28 interest in and to COUNTY data. COUNTY may access and copy any COUNTY data in

1 CONTRACTOR's possession as reasonably requested. Promptly after COUNTY'S request or at such
2 regular intervals as reasonably requested by COUNTY, CONTRACTOR shall facilitate access and
3 copying of COUNTY data in a format that is usable by COUNTY in its day-to-day operations so that
4 COUNTY can back-up the data as needed and resume performance of critical functions in the case of
5 termination of this Agreement or disaster.

6 H. CONTRACTOR may maintain records and data related to the operation of the
7 services described within this agreement in COUNTY's electronic health record (EHR) system (Avatar).
8 COUNTY shall be allowed to review such records and data in the performance and monitoring of this
9 agreement. If CONTRACTOR determines to maintain its records in Avatar, it shall provide COUNTY's
10 DBH Director, or designee, with a 30-day notice. If at any time CONTRACTOR chooses not to maintain
11 its records in Avatar, it shall provide COUNTY's DBH Director, or designee, with a 30-day notice and
12 CONTRACTOR will be responsible for obtaining its own system, at its own cost.

13 1) Disclaimer

14 COUNTY makes no warranty or representation that information entered into the COUNTY's
15 EHR system by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own
16 purposes or that any information in CONTRACTOR's possession or control, or transmitted or received
17 by CONTRACTOR, is or will be secure from unauthorized access, viewing, use, disclosure, or breach.
18 CONTRACTOR is solely responsible for client information entered by CONTRACTOR into the
19 COUNTY's EHR system. CONTRACTOR will be held harmless for any decision made based on
20 information obtained by COUNTY's EHR which may be inaccurate. CONTRACTOR agrees that all
21 Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be
22 maintained in conformance with all HIPAA laws, as stated in Section Twenty Six (26), "Health
23 Insurance Portability and Accountability Act."

24 **2. TERM**

25 This Agreement shall become effective upon execution and shall continue through June 30,
26 2020, unless otherwise terminated pursuant to the terms set forth herein.

27 **3. TERMINATION**

28 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

1 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
2 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
3 terminated, at any time by giving the CONTRACTOR sixty (60) days advance written notice.

4 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of the COUNTY, after it has provided
6 Contractor written notice of same and no less than 14 days' opportunity to cure, there remains:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 10 or
- 11 4) Improperly performed service.

12 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
13 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
14 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
15 the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
16 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which
17 are determined by a court of competent jurisdiction to have not been expended in accordance with the
18 terms of this Agreement.

19 C. Without Cause –Under circumstances other than those set forth above, this
20 Agreement may be terminated by either party upon the giving of thirty (60) days advance written notice
21 of an intention to terminate to the other party.

22 D. Voluntary Termination of Intergovernmental Agreement - The COUNTY may
23 terminate its Agreement with DHCS at any time, for any reason, by giving sixty (60) days written notice
24 to DHCS. In the event the Intergovernmental Agreement is terminated, COUNTY may terminate this
25 contractor agreement. CONTRACTOR shall be paid for services provided to beneficiaries up to the
26 date of termination.

27 **4. COMPENSATION**

28 A. Contingent upon confirmation of funding by the California Department of Health

1 Care Services, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
2 compensation in accordance with Exhibit B, "Budget" attached hereto and by this reference
3 incorporated herein, for each term of the Agreement. Monthly invoices shall be submitted in accordance
4 with Section Five (5), INVOICING, of this Agreement.

5 The maximum compensation amount under this Agreement for the initial term through
6 December 31, 2018 shall not exceed Two Hundred Two Thousand and No/100 Dollars (\$202,000.00).

7 The maximum compensation amount under this Agreement for the term January 1, 2019
8 through June 30, 2019 shall not exceed One Million Three Hundred Thousand and No/100 Dollars
9 (\$1,300,000.00).

10 The maximum compensation amount under this Agreement for the term July 1, 2019 through
11 June 30, 2020 shall not exceed Two Million Six Hundred Thousand and No/100 Dollars
12 (\$2,600,000.00).

13 B. It is understood that all expenses incidental to CONTRACTOR's performance of
14 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
15 with any material provision of this Agreement after written notice to CONTRACTOR of the alleged
16 failure and CONTRACTOR's failure to cure after no less than 14 days, COUNTY shall be relieved of its
17 obligation for further compensation.

18 C. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services
19 provided in the preceding month, within forty-five (45) days after the date of receipt and approval by
20 COUNTY of the monthly invoicing as described in Section Five (5), INVOICING, herein. Payments shall
21 be documented to COUNTY on a monthly basis by the twentieth (20) day of the month following the
22 month of said expenditures.

23 D. COUNTY shall not be obligated to make any payments under this Agreement if
24 the request for payment is received by COUNTY more than sixty (60) days after this Agreement has
25 terminated or expired.

26 All final invoices shall be submitted by CONTRACTOR within sixty (60) days following
27 the final month of service for which payment is claimed. No action shall be taken by COUNTY on
28 invoices submitted beyond the sixty (60) day closeout period.

1 E. The services provided by CONTRACTOR under this Agreement are funded in
2 whole or in part by the State of California. In the event that funding for these services is delayed by the
3 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred
4 payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The
5 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's
6 delay of payment to COUNTY plus forty-five (45) days.

7 F. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
8 with Drug Medi-Cal Administrative and/or Realignment Funds. It is further understood by
9 CONTRACTOR and COUNTY that funds shall be used to support appropriate SUD 24/7 Access Line,
10 Prior Authorizations and concurrent reviews for SUD Residential Services.

11 **5. INVOICING**

12 A. CONTRACTOR shall invoice COUNTY by the twentieth (20th) of each month.
13 Total reimbursement cannot exceed the maximum annual contract amount. Invoices shall be submitted
14 via email to the assigned staff analyst and to SAS@fresnocountyca.gov.

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

24 C. At the discretion of COUNTY's DBH Director or designee, if an invoice is
25 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director or designee shall
26 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper,
27 with five (5) days prior notice of intent to withhold funds to CONTRACTOR. CONTRACTOR agrees to
28 continue to provide services for a period of ninety (90) days after notification of an incorrect or improper

1 invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to the satisfaction of
2 COUNTY DBH, COUNTY's DBH Director, or designee, may elect to terminate this Agreement,
3 pursuant to the termination provisions stated in Section Three (3), TERMINATION, of this Agreement.
4 COUNTY's DBH, at the discretion of COUNTY's DBH Director or designee, shall have the right to deny
5 payment of any additional invoices received ninety (90) days after the expiration of each term of this
6 Agreement or termination of this Agreement. If invoices are not submitted within ninety (90) days after
7 each twelve (12) month period expires or this Agreement is terminated, COUNTY's DBH Director or her
8 designee shall have the right to deny payment on such invoices.

9 D. CONTRACTOR shall maintain financial records for a period of ten (10) years or
10 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR is responsible for
11 any disallowances related to inadequate documentation.

12 E. CONTRACTOR is responsible for collection and managing data in a manner to
13 be determined by DHCS and the Fresno County Drug Medi-Cal Organized Delivery System in
14 accordance with applicable rules and regulations.

15 **6. LICENSING-CERTIFICATES**

16 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
17 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for
18 the provision of the services hereunder and required by the laws and regulations of the United States of
19 America, State of California, the County of Fresno, and any other applicable governmental agencies.
20 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such
21 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
22 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all
23 applicable laws, rules or regulations, as may now exist or be hereafter changed.

24 **7. PROHIBITION ON PUBLICITY**

25 Publicity of the services described in Section One (1), SERVICES, of this Agreement shall be
26 allowed as necessary to raise public awareness about the availability of such specific services when
27 approved in advance by the DBH Director or her designee, and at a cost to be provided for such items
28 as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related

1 expense(s).

2 **8. NO THIRD PARTY BENEFICIARIES**

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

7 **9. INDEPENDENT CONTRACTOR**

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

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

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

26 **10. NON-ASSIGNMENT / SUBCONTRACTS**

27 Neither party shall assign, transfer or sub contract this Agreement nor their rights or duties
28 under this Agreement without the prior written consent of the other party; provided, however, that

1 CONTRACTOR may rely upon the services of its affiliates to provide services under this Agreement.

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

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

16 **11. CONFLICT OF INTEREST**

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

22 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

26 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
27 that they are a party to while CONTRACTOR is providing goods or performing services under this
28 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party

1 and in which one or more of its directors has a material financial interest. Members of the Board of
2 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
3 a "Self-Dealing Transaction Disclosure Form," attached hereto as Exhibit D and incorporated herein by
4 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
5 immediately thereafter.

6 **13. ASSURANCES**

7 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,
8 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it
9 has not been convicted of a criminal offense related to the provision of health care items or services;
10 nor has it been reinstated to participation in the Federal Health Care Programs after a period of
11 exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a
12 contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR
13 from responsibility for, or involvement with, COUNTY's business operations related to the Federal
14 Health Care Programs and shall remove such CONTRACTOR from any position in which
15 CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by
16 CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or
17 otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into participation
18 in the Federal Health Care Programs. Further the CONTRACTOR agrees to the Disclosure of Criminal
19 History and Civil Actions and Certification regarding debarment suspension and other responsibility
20 matters primary covered transactions; CONTRACTOR must sign an appropriate "Certification
21 Regarding Debarment, Suspension, and Other Responsibility Matters," attached hereto as Exhibit E,
22 incorporated herein by reference and made part of this Agreement.

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

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

8 1) In the event the potential employee or subcontractor informs
9 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
10 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR
11 hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said
12 employee or subcontractor does no work, either directly or indirectly relating to services provided to
13 COUNTY.

14 2) Notwithstanding the above, COUNTY at its discretion may terminate this
15 Agreement in accordance with Section Three (3) TERMINATION of this Agreement, or require
16 adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible
17 employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to
18 services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time
19 frame to be determined by COUNTY to protect the interests of COUNTY beneficiaries.

20 C. CONTRACTOR shall verify (by asking the applicable employees and
21 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
22 to perform professional services under this Agreement (1) are not currently excluded, suspended,
23 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
24 convicted of a criminal offense related to the provision of health care items or services; and (3) have not
25 been reinstated to participation in the Federal Health Care Program after a period of exclusion,
26 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
27 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in
28 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision

1 of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,
2 either direct or indirect, relating to services provided to COUNTY.

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

8 2) Notwithstanding the above, COUNTY at its discretion may terminate this
9 Agreement in accordance with the Section Three (3) TERMINATION of this Agreement, or require
10 adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible
11 employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to
12 services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time
13 frame to be determined by COUNTY to protect the interests of COUNTY beneficiaries.

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

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

20 **14. MODIFICATION**

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

23 Notwithstanding the above, changes to services, staffing, and responsibilities of the
24 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health and
25 substance use disorder treatment, as set forth in Exhibit A, may be made with the signed written
26 approval of COUNTY's DBH Director or designee and CONTRACTOR through an amendment
27 approved by COUNTY's Counsel and the COUNTY's Auditor-Controller's office.

28 Said modifications shall not result in any change to the annual maximum compensation amount

1 payable to CONTRACTOR, as stated in this Agreement.

2 **15. INSURANCE**

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

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than Two Million Dollars
9 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
10 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
11 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
12 liability or any other liability insurance deemed necessary because of the nature of this contract.

13 B. Automobile Liability

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

17 C. Professional Liability

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

21 D. Worker's Compensation

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

24 E. Cyber Liability

25 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
26 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as
27 is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims
28 involving infringement of intellectual property, including but not limited to infringement of copyright,

1 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
2 electronic information, release of private information, alteration of electronic information, extortion and
3 network security. The policy shall provide coverage for breach response costs as well as regulatory
4 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these
5 obligations.

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

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

19 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
21 foregoing policies, as required herein, to the assigned analyst at the County of Fresno, Department of
22 Behavioral Health, Contracts Division – SUD Services at 3133 N Millbrook Avenue, Fresno, California,
23 93703, stating that such insurance coverages have been obtained and are in full force; that the County
24 of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;
25 that such Commercial General Liability insurance names the County of Fresno, its officers, agents and
26 employees, individually and collectively, as additional insured, but only insofar as the operations under
27 this Agreement are concerned; that such coverage for additional insured shall apply as primary
28 insurance and any other insurance, or self insurance, maintained by COUNTY, its officers, agents and

1 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
2 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
3 (30) days advance, written notice given to COUNTY.

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

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

10 **16. HOLD HARMLESS**

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

19 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California audit exceptions
20 resulting from noncompliance herein on the part of the CONTRACTOR.

21 **17. AUDITS AND INSPECTIONS**

22 The CONTRACTOR shall at any time during business hours no more than twice per calendar
23 year, make available to the COUNTY for examination all of its records and data with respect to the
24 matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit
25 the COUNTY to audit and inspect all of such records and data as well as inspection of the premises,
26 physical facilities and equipment where Medicaid-related activities are conducted to ensure
27 CONTRACTOR'S compliance with the terms of this Agreement.

28 The right to audit under this section exists for ten (10) years from the final date of the agreement

1 period or from the date of completion of any audit, whichever is later.

2 Notwithstanding the provisions stated in Section Two (2), TERM, of this Agreement, it is
3 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all
4 audit procedures and requirements as stated in this Agreement have been completed to the review and
5 satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any
6 audit and/or inspections including, but not limited to, actual costs incurred and the payment of any
7 expenditures disallowed by either COUNTY, State, or Federal governmental entities, including any
8 assessed interest and penalties.

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

16 Notwithstanding any other provision of law, every contract involving the expenditure of
17 public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board,
18 commission, or department or by any other public entity, including a city, county, city and county, or
19 district, shall be subject to the examination and audit of the California State Auditor, at the request of
20 the public entity or as part of any audit of the public entity, for a period of three years after final payment
21 under the contract in accordance with Government Code 8546.7.

22 **18. EVALUATION – MONITORING**

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

27 COUNTY's DBH Director, or her designee, and DHCS or their designees shall monitor and
28 evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible

1 degree the success or failure of the services provided under this Agreement. At the discretion of the
2 COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor the
3 performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of the program
4 as needed, at the discretion of COUNTY.

5 COUNTY shall recapture from CONTRACTOR the value of any services or other expenditures
6 determined to be ineligible based on the COUNTY or State monitoring results. At the discretion of the
7 COUNTY, recoupment can be made through a future invoice reduction or reimbursement by the
8 CONTRACTOR.

9 **19. REPORTS – SUBSTANCE USE DISORDER SERVICES**

10 CONTRACTOR(S) shall submit all information and data required by State, including, but not
11 limited to the following:

12 A. ASAM Level of Care (LOC) – Submit ASAM LOC data in an electronic format, on
13 a schedule as determined by the COUNTY which complies with State requirements; and

14 B. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon
15 request by DBH, CONTRACTOR(S) shall provide a CLAS program description and evidence of staff
16 training; and

17 C. Outcome Reports – CONTRACTOR and COUNTY shall agree to a “Standard
18 Reporting Package” within 30 days of the execution of this agreement. CONTRACTOR shall deliver the
19 reports set forth in the “Standard Reporting Package” according to the timeframes agreed to by
20 CONTRACTOR and COUNTY. Non-standard reports shall be delivered according to a mutually
21 agreed-to timeline after full specifications are received and confirmed by CONTRACTOR and approved
22 by COUNTY. In addition to the Standard Reporting Package, Beacon will provide a maximum of eight
23 (8) hours of time per month to include design, development and production work for modifications to
24 any report in the Standard Reporting Package or any non-standard additional reports requested by
25 COUNTY that are not included in the Standard Reporting Package (the “Reporting Customization
26 Work”); provided, however, that any unused hours in any month shall not be carried into the next
27 month. For any Reporting Customization Work beyond the eight (8) hours per month required to
28 accommodate COUNTY reporting requests (“Additional Reporting Customization Work”), Client shall

1 reimburse Beacon at the rate of \$150 per hour. This rate for Additional Customization Work shall
2 increase by three percent (3%) on each anniversary of the Effective Date of this Agreement.

3 The Standard Reporting Package shall be reviewed by both Parties at least annually for
4 revision to the reports included in the package and content and format of included reports. Mutually
5 agreed to changes to the Standard Reporting Package will be made at no additional charge to
6 COUNTY provided the number of reports and production time for reports does not increase materially.
7 For any changes to the Standard Reporting Package or any agreed upon modifications to the same
8 that materially increase the number of reports or production time for reports, such mutually-agreed
9 upon changes shall be added to this Agreement by an amendment signed by both parties.

10 **20. RECORDS**

11 A. RECORD ESTABLISHMENT AND MAINTENANCE –CONTRACTOR shall
12 establish and maintain records in accordance with State and Federal rules and regulations in addition
13 to those requirements prescribed by COUNTY with respect to all matters covered by this Agreement.
14 Except as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period
15 of ten (10) years from the finalized cost settlement process, or from the date of completion of any audit,
16 whichever is later.

17 B. DOCUMENTATION – CONTRACTOR shall maintain adequate records in
18 sufficient detail to make possible an evaluation of services, and contain all the data necessary in
19 reporting to the State of California and/or Federal agency. All client records shall be maintained
20 pursuant to applicable State of California and Federal requirements concerning confidentiality.

21 C. REPORTS – CONTRACTOR shall submit to COUNTY monthly fiscal and all
22 program reports as further described in Section Nineteen (19) REPORTS – Substance Use Disorder
23 Services. CONTRACTOR shall submit a complete and accurate year-end cost report for each fiscal
24 year affected by this Agreement, following the end of each fiscal year affected by this Agreement.
25 CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and information
26 as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by
27 CONTRACTOR to COUNTY must be typewritten.

28 D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to

1 provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold
2 payments until there is compliance.

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

8 **21. DATA SECURITY**

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

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

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

- 18 1) CONTRACTOR has received authorization by COUNTY for
19 telecommuting purposes;
20 2) Current virus protection software is in place;
21 3) Mobile device has the remote wipe feature enabled; and
22 4) A secure connection is used.

23 B. **CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS**

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

1 must be encrypted.

2 C. COUNTY-OWNED COMPUTER EQUIPMENT

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

6 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
7 on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

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

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

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

20 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
21 arising from a possible breach of security related to COUNTY's confidential beneficiary information
22 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected
23 individuals as required by law or as deemed necessary by COUNTY in its sole discretion.

24 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
25 notification.

26 **22. COMPLIANCE WITH LAWS, POLICIES, AND RULES**

27 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles 9
28 and 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations

1 waived by the Centers for Medicare and Medicaid Services and DHCS, as stated within the DMC-
2 Organized Delivery Service Special Terms and Conditions and the DMC Intergovernmental Agreement.
3 CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to
4 CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies
5 applicable. Such provisions include, but are not restricted to:

6 A. CONTRACTOR shall comply with 42 CFR Part 438;

7 B. CONTRACTOR shall furnish beneficiary records in accordance with the
8 applicable Federal, State and local regulations and requirements, including in such records a treatment
9 plan for each beneficiary, and evidence of each service rendered;

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

12 D. CONTRACTOR shall comply with requirements contained in the
13 Intergovernmental Agreement with DHCS by this reference incorporated herein, until such time that a
14 new Intergovernmental Agreement is established. Upon amendment of the Intergovernmental
15 Agreement, the terms of the amended Intergovernmental Agreement shall automatically be
16 incorporated into this Agreement.

17 E. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance
18 and Appeals according to state and federal law.

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

23 **23. NON-DISCRIMINATION PROVISION**

24 ELIGIBILITY FOR SERVICES –CONTRACTOR shall not unlawfully discriminate in the provision
25 of services because of race, religious creed, color, national origin, ancestry, physical disability, mental
26 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
27 expression, age, sexual orientation, or military or veteran status as provided by State of California and
28 Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)); Age

1 Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of 1973 (29 USC § 794); Education
2 Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act of 1990 (42 USC § 12132); 45
3 CFR, Part 84; provisions of the Fair Employment and Housing Act (California Government Code §
4 12900); and regulations promulgated thereunder (CCR Title 2, § 7285.0); Title 2, Division 3, Article 9.5
5 of the California Government Code commencing with section 11135; and CCR Title 9, Division 4,
6 Chapter 6 commencing with section 10800.

7 A. EQUAL OPPORTUNITY - CONTRACTOR shall comply with California
8 Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the
9 development, implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall
10 not discriminate against any employee or applicant for employment because race, religious creed,
11 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
12 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
13 military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff,
14 termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of
15 facilities, and other terms and conditions of employment. CONTRACTOR agrees to post in
16 conspicuous places, notices available to all employees and applicants for employment setting forth the
17 provisions of the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive
18 Order No. 11246. CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of
19 1973 (29 USC § 794).

20 **24. COMPLAINTS**

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

28 After each incident or complaint affecting COUNTY-sponsored beneficiaries, CONTRACTOR

1 shall provide COUNTY with information relevant to the complaint, investigative details of the complaint,
2 the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint in
3 a timeframe consistent with federal and state regulations, but not later than fifteen days after each
4 incident or complaint.

5 **25. CULTURAL COMPETENCY**

6 As related to Cultural and Linguistic Competence:

7 A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, and
8 45 CFR Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial
9 assistance from discriminating against persons based on race, color, national origin, sex, disability or
10 religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal
11 access and participation in federally funded programs through the provision of comprehensive and
12 quality bilingual services.

13 B. Policies and procedures for ensuring access and appropriate use of trained
14 interpreters and material translation services for all Limited English Proficient (LEP) beneficiaries,
15 including, but not limited to, assessing the cultural and linguistic needs of its beneficiaries, training of
16 staff on the policies and procedures, and monitoring its language assistance program. The
17 CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with
18 these requirements.

19 C. CONTRACTOR assurances that minors shall not be used as interpreters.

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

1 program participant in a language other than English, demonstrate proficiency in the participant's
2 language and can effectively communicate any specialized terms and concepts peculiar to
3 CONTRACTOR's services.

4 E. CONTRACTOR shall ensure staff complete a CLAS training annually.
5 CONTRACTOR shall update CLAS program description as necessary.

6 **26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

7 COUNTY and CONTRACTOR each consider and represent themselves as covered entities as
8 defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
9 191(HIPAA) and agree to use and disclose protected health information as required by law.

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

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

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

21 Additionally, CONTRACTOR shall comply with the HIPAA requirements stated in Exhibit F,
22 "Drug Medi-Cal Specific Requirements."

23 **27. CHILD ABUSE REPORTING**

24 CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of
25 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services
26 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
27 agencies set forth in Penal Code § 11165.9 of which they become aware as a result of performing the
28 services specified in this Agreement..

1 **28. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

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

5 **29. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

8 In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following
9 information must be disclosed by CONTRACTOR by completing Exhibit G "Disclosure of Ownership
10 and Control Interest Statement," attached hereto and by this reference incorporated herein.

11 CONTRACTOR shall submit this form to the Department of Behavioral Health within thirty (30) days of
12 the effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via
13 email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

14 A. Name and address of any person(s) whether it be an individual or corporation
15 with an ownership or controlling interest in the disclosing entity or managed care entity.

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

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

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

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

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

28 D. Name of any other disclosing entity in which an owner of the disclosing entity has

1 an ownership or control interest.

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

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

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

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

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

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

19 **30. CHANGE OF LEADERSHIP/MANAGEMENT**

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

24 In the event of any change in the status of CONTRACTOR's senior executive leadership,
25 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.
26 Such notification shall include any new leader or manager's name, address and qualifications.
27 "Leadership or management" shall include any senior executive.

28 **31. NOTICES**

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

3 <u>COUNTY</u>	<u>ValueOptions of CA</u>
4 Director, Fresno County	Chief Executive Officer
5 Department of Behavioral Health	
6 4441 East Kings Canyon	5665 Plaza Dr., Suite 400
7 Fresno, CA 93702	Cypress, CA 90630

8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
10 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered
11 by personal service is effective upon service to the recipient. A notice delivered by first-class United
12 States mail is effective three COUNTY business days after deposit in the United States mail, postage
13 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is
14 effective one COUNTY business day after deposit with the overnight commercial courier service,
15 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
16 A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed
17 (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be
18 deemed to be effective at the next beginning of a COUNTY business day), provided that the sender
19 maintains a machine record of the completed transmission. For all claims arising out of or related to
20 this Agreement, nothing in this section establishes, waives, or modifies any claims presentation
21 requirements or procedures provided by law, including but not limited to the Government Claims Act
(Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22 **32. GOVERNING LAW**

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

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

27 **33. SEVERABILITY**

28 The provisions of this agreement are severable. The invalidity or unenforceability of any one

1 provision in the agreement shall not affect the other provisions.

2 **34. ENTIRE AGREEMENT**

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

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

3 **VALUEOPTIONS OF**
4 **CALIFORNIA, INC.**

COUNTY OF FRESNO

5 
6 _____
7 (Authorized Signature)

8 
9 _____
10 Sal Quintero, Chairperson of the Board of
11 Supervisors of the County of Fresno

12 Daniel M. Risku / EVP & General Counsel
13 Print Name & Title

14 _____
15 5665 Plaza Dr. Suite 400

16 _____
17 Cypress, CA 90630
18 Mailing Address

19 **ATTEST:**
20 Bernice E. Seidel
21 Clerk of the Board of Supervisors
22 County of Fresno, State of California

23 By: 
24 _____
25 Deputy

26 FOR ACCOUNTING USE ONLY:

27 ORG No.:5630
28 Account No.:7295
Requisition No.:

**Administrative Services Organization
Service Authorizations and Access Line Services
Scope of Work**

Organization: ValueOptions of California, Inc.

Service Address: 5665 Plaza Drive, Suite 400 Cypress, CA 90630

Program Director: Neil Collins, Account Partnerships Director

Contract Period: Implementation: Upon contract execution-December 31, 2018
January 1, 2019 – June 30, 2020

1.0 BACKGROUND:

1.1 Access Line (1-800-654-3937)

The Drug Medi-Cal Organized Delivery System (DMC – ODS) Waiver requires the establishment of a 24/7 Access Line to respond to substance use disorder (SUD) calls from county beneficiaries. The Access Line is required to log all calls including at a minimum the following: date of call, caller name, and disposition. The Access line is required to be HIPAA compliant and provide for language line capabilities to all callers. A database will be developed and implemented to provide for a written call log and measurable data required by DHCS, Fresno County DMC-ODS, and External Quality Review Organization (EQRO – Mental Health/Substance Use Disorders) and local measurable outcomes for system improvements.

1.2 Service Authorizations

The DMC – ODS Waiver requires that counties provide prior authorization for residential services within 24 hours of the prior authorization request being submitted by providers. ValueOptions of California, Inc. (“ValueOptions”) will provide this service on behalf of Fresno County. Prior authorization for services is locally referred to as SUD Treatment Authorization Requests (STAR). ValueOptions of California will review the Diagnostic and Statistical Manual of Mental Disorders (DSM -5) and American Society of Addiction Medicine (ASAM) criteria to ensure that the beneficiary meets the requirements for service. ValueOptions of California shall have written policies and procedures for processing requests for initial and continuing authorization of services.

ValueOptions of California must have a mechanism in place to ensure that there is consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. ValueOptions of California is to meet the established timelines for decisions for service authorizations. Counties are required to track the number, percentage of denied, and timeliness of requests for authorization for all DMC-ODS services that are

submitted, processed, approved, and denied. This prior authorization for residential services is compliant with the Medicaid-applicable parity requirements established by the Mental Health Parity and Addiction Equity Act. Non-residential services shall not require prior authorization.

2.0 TARGET POPULATION:

2.1 Access Line

The 24/7 Access Line will be available to all callers seeking information or SUD treatment services.

2.2 Service Authorizations as initiated by a SUD Service Provider

Service authorizations will be made for Fresno County SUD clients seeking treatment at a Fresno County DBH– contracted SUD residential treatment program. ValueOptions of California will receive necessary information from the residential treatment program including but not limited to ASAM level of care assessment and DSM 5 diagnosis. Upon receipt of all necessary information, ValueOptions of California, ValueOptions will make a decision as to authorization for residential treatment services based on a review of the client’s Medi-Cal eligibility, ASAM level of care, DSM 5 diagnosis, and other criteria as specified by Fresno County DBH, DHCS, or CMS. An approval or denial of the request will be provided to the SUD contracted provider and the beneficiary as required by DHCS.

3.0 LOCATION OF SERVICES:

3.1 Access Line

The physical location of the 24/7 Access Line will be in Orange County, CA.

3.2 Service Authorizations

The physical location of the service authorization offices will be in Orange County, CA.

4.0 DESCRIPTION OF SERVICES:

4.1 Access Line

The 24/7 Access Line for DMC-ODS services will be the same toll free number currently used for mental health access for Fresno County DBH: 1-800-654-3937. ValueOptions of California will understand the requirements of the Drug Medi-Cal Organized Delivery System 1115 Waiver as they relate to the operation of the 24/7 Access Line and work with DBH to ensure all requirements are met. A “phone tree” or other mechanism will be established to route calls to the appropriate access line operator depending on whether the call is for mental health services or SUD services.

All counties are required to have a 24/7 toll free number for prospective beneficiaries to call to access DMC-ODS services. In order to ensure timely access to services, client flow is designed with a “No Wrong Door” approach. Any member of the community may contact Fresno County through its 24/7 Access Line. The 24/7 Access Line will be staffed by licensed practitioners of the healing arts (LPHA) as defined by DHCS/Special Terms and Conditions and/or certified

counselors. Clinical staff will utilize a standardized ASAM Criteria screening tool (approved by DBH) to assist clients in accessing the most appropriate level of care. All Access Line services will be made available in all languages through the use of telephonic interpreting and for the hard of hearing through TTY. During the initial screening, immediate clinical needs are determined following an assessment for potential risk and safety issues. Callers presenting with emergent conditions or who are in crisis will be connected to emergency services immediately. Licensed or credentialed Access Line operators will be trained in SUD/ASAM and will use the results of the standardized ASAM screening tool to make referrals to treatment providers.

When making referrals to providers after ASAM screenings, Access Line staff will consider distance traveled, (no more than 60 miles for outpatient and 45 miles for Opioid Treatment Providers), language capability, and client preference. Telehealth options will also be provided for rural area residents where available and appropriate. Access Line staff will offer to make an appointment for callers who are determined eligible. Appointments will be scheduled according to timeliness to service standards. Appointments must be made using DBH's electronic health record (EHR). Initial appointments available to clients in need of urgent services will be made within 48 hours. Priority populations, such as pregnant IV users, pregnant or parenting users, and IV drug users, will be considered to have an urgent need for treatment. First service appointments for non-urgent services will be offered within 10 days.

The Access Line will provide afterhours (Monday through Sunday 5pm-8am) care to community members by triaging calls and determining if emergency services are necessary or referring to available SUD services as necessary.

All calls will be logged within 24 hours within a DBH approved database. The log will record information of all calls made to the access line. The database will be reviewed by DBH to ensure compliance with all local, state, and federal requirements. DBH may also use the database to follow up on calls requesting additional information, grievances, or other requests which could not be immediately resolved at the access line.

Access line staff will screen callers for Medi-Cal eligibility. Should a caller not have Medi-Cal or out-of-county Medi-Cal and request services they will be directed as follows:

- To the Urgent Care Wellness Center, Youth Wellness Center, or an SUD contracted provider for SUD services;
- To emergency services if they have an emergent condition;
- To the Fresno County Department of Social Services (DSS) if they would like to address their Medi-Cal eligibility;
- Should a caller have out-of-county Medi-Cal, the caller will be directed to either DSS to transfer their Medi-Cal to Fresno County or be connected to the client's county-of-residence access line.

ValueOptions of California will maintain a resource guide available to callers seeking mental health, substance use disorders, and other community resources.

ValueOptions of California will be granted access to DBH's EHR and database. ValueOptions of California will be required to establish a "tickler" or process approved by DBH that will identify calls that need a call back by either DBH staff or ValueOptions of California. ValueOptions of California must use a system that allows for multiple users simultaneously. Scripts will be developed by ValueOptions of California and DBH and approved by DBH and will address substance use disorders, mental health, psychiatric crises, and Multi Agency Access Points. ValueOptions of California must ensure that their phone system is capable of connecting to emergency services. ValueOptions of California will categorize the types of calls received. ValueOptions of California will record all necessary demographic information.

Information on the grievance, appeal, expedited appeal will be provided through the Access Line. Beneficiaries will be informed of their right to access Patient's Rights Advocacy services for assistance and representation in the appeals process. Access Line staff will log the grievance, appeal, and expedited appeal to be tracked and appropriately triaged. The caller may choose to be connected to DBH's Managed Care division to file grievances, appeals, expedited appeals, and state fair hearings or they may choose to receive the contact information to DBH's Managed Care division.

Data collected for DMC-ODS requests for service will be determined by DBH, DHCS, and CMS on an on-going basis. Periodic surveys referred to as "test calls" are conducted by DBH staff and designated beneficiaries posing as service seekers to determine timeliness of response, language accessibility, and satisfaction with service quality. A minimum of seven test calls will be made by DBH per month with at least two calls in threshold languages. Summaries of the test calls will be reported at the Quality Improvement Committee and Access Committee monthly meetings to help initiate necessary training and correct deficiencies. These test calls will be monitored for the following:

- Accurate name, date, phone number logged;
- Whether the caller was assessed for crisis;
- Whether the appropriate information was given on how to access SUD services;
- Whether free language assistance was offered.

A report of all findings related to the test calls will be provided to ValueOptions of California to complete and return a corrective action plan to DBH for approval. The corrective action plan will detail steps ValueOptions of California will take to remedy any issues related to service delivery.

The Access Line will also participate in any Performance Improvement Project (PIP) that affects access to behavioral health services as determined by DBH. Additional information to be tracked is included in the "Program Objectives and Outcomes Section" of this scope of work. All calls

will be logged in DBH's Electronic Health Record or in a DBH-approved system in a form determined by DBH. The phone system utilized to field calls will have the capability to capture and record all data required by County DBH, DHCS, and CMS.

Fresno County's Quality Improvement Committee (QIC) will set standards, review performance, and monitor phone response and waiting times to ensure that the Access Line is appropriately meeting the needs of the community. ValueOptions of California representatives will participate in the monthly QIC meetings and its subcommittees, including the Access committee, in-person, by phone, or by teleconference. ValueOptions of California will attend the QIC meetings in-person on a quarterly basis with exact dates determined by DBH.

Data collected and maintained by ValueOptions of California related to the services described herein will be provided to DBH in a form approved by DBH on a monthly basis during the term of this agreement or as needed to ensure compliance with reporting requirements. The process by which data is provided will be approved by DBH to help facilitate reporting requirements.

4.2 Service Authorizations

DBH SUD – contracted providers will be required to submit service authorizations for residential services electronically or in a form specified and approved by DBH, including appropriate documentation/information supporting medical necessity for the recommended ASAM level of care. Residential services consist of ASAM levels 3.1, 3.3, 3.5 and 3.2-WM. Should County add ASAM levels 3.7 and 4.0, ValueOptions of California will also process those service requests. Service authorizations for residential services will be processed within 24 hours of a complete request being submitted. A complete request will consist of a completed assessment and initial determination of diagnosis form and STAR form. ValueOptions of California will review each service request for accuracy, client eligibility, eligible diagnosis, and ensure ASAM criteria and medical necessity is met. ValueOptions of California will be responsible for notifying providers and DBH of approval/denial electronically. ValueOptions of California will be responsible for developing and implementing an appeals process for denied service authorizations. The appeals process will consist of the service request being reviewed by a licensed clinician (different from the original reviewer) or medical director who may communicate directly with the provider and/or client to gather more information if necessary.

If a service authorization request is denied, ValueOptions of California will be responsible for sending all required Notice of Adverse Benefit Determination (NOABD) forms to the beneficiary requesting services and to the treatment provider. The beneficiary (or treatment provider on behalf of the beneficiary) may appeal the denial. ValueOptions of California will submit documentation of the appeals process for review to DBH for approval prior to implementation. The appeals process may be modified, with DBH approval, from time to time to meet local, state, or federal requirements, or for improvements. A log of all appeals including provider information, beneficiary information, and disposition will be provided to DBH on a monthly basis for review.

DBH will monitor the number, percentage and time period of treatment service authorization requests approved or denied by ValueOptions of California.

County DBH will conduct reviews of service authorization functions, either in-person or remotely, on a quarterly basis the first year and semiannually thereafter. The reviews will encompass the following to ensure compliance with DBH, DHCS, and CMS requirements:

- Staff qualifications and trainings
- Procedures for approval/denials of service requests
- Confidentiality and privacy of beneficiary information
- Adherence to rules and regulations to DBH, DHCS, and CMS requirements
- Timeliness
- Contract compliance
- Correct placement in ASAM level of care

Data collected and maintained by ValueOptions of California related to the services described herein will be provided to DBH in a form approved by DBH on a monthly basis during the term of this agreement or as needed to ensure compliance with reporting requirements. The process by which data is provided will be approved by DBH to help facilitate reporting requirements.

4.3 Concurrent Reviews of Mental Health Inpatient Treatment Authorizations

Upon the issuance of final direction from DHCS, ValueOptions of California will work in good faith with DBH to develop and implement a comprehensive scope of work to meet DHCS requirements for concurrent reviews on inpatient mental health treatment authorizations. Upon final written agreement to terms, the scope of work will become part of this agreement, with a revised budget accounting for the additional service, through an amendment to this agreement that is approved by ValueOptions of California and the County of Fresno.

5.0 STAFFING:

5.1 Access Line

The 24/7 Access Line will be staffed by licensed practitioners of the healing arts (LPHA) as defined by DHCS/Special Terms and Conditions and/or certified AOD counselors. Staff will be trained in ASAM and utilize a standardized ASAM criteria screening tool (approved by Fresno DBH) to assist beneficiaries in accessing the most appropriate level of service. Non-clinical staff may be utilized to support clinical staff with administrative duties such as data entering, Medi-Cal eligibility determination, and other general clerical functions.

Staff will be trained with a client-centered approach. Ongoing training will include topics such as:

- Administrative, operational, human resource, and information technology areas
- Cultural competency, including cultural awareness and responsiveness

- Motivational interviewing
- One of the following four evidence-based practices (EBP): Psycho-education, trauma informed treatment, cognitive behavioral therapy, relapse prevention
- Specialized clinical training (ASAM training must be provided)
- Health and wellness promotion, illness and harm prevention, and stigma reduction
- Staff will be trained to become familiar with County DBH's EHR

A training plan for each staff member shall be submitted to DBH annually listing all trainings completed and pending/planned for each fiscal year.

Job descriptions for each staff position will be provided to DBH for review prior to project implementation..

5.2 Service Authorizations

The service authorization function will be staffed by licensed practitioners of the healing arts as defined by DHCS/Special Terms and Conditions. Staff will be trained in ASAM and will review a standardized ASAM assessment and medical diagnosis form (approved by DBH) for approval/denial of service authorization requests. Non-clinical staff may be utilized to support clinical staff with administrative duties such as data entering, Medi-Cal eligibility determination, and other general administrative functions.

Staff will be trained with a client-centered approach. Ongoing training will include topics such as:

- Administrative, operational, human resource, and information technology areas
- Cultural competency, including cultural awareness and responsiveness
- Motivational interviewing
- One of the following four evidence-based practices (EBP): Psycho-education, trauma informed treatment, cognitive behavioral therapy, relapse prevention
- Specialized clinical training such as ASAM
- Health and wellness promotion, illness and harm prevention, and stigma reduction
- Staff will be trained to become familiar with County DBH's EHR

A training plan for each staff member shall be submitted to DBH annually listing all trainings completed and pending/planned for each fiscal year.

Job descriptions for each staff position will be provided to DBH for review prior to project implementation.

6.0 HOURS OF OPERATION:

6.1 Access Line

ValueOptions of California will operate a state-mandated toll-free access line twenty-four (24) hours per day, seven (7) days per week.

6.2 Service Authorizations

Monday – Sunday: 8:00AM – 5:00PM. Hours may change to accommodate the volume of service authorizations being requested by DBH SUD contracted providers with DBH approval.

Service authorizations will be provided on a schedule that allows ValueOptions of California to process all requests for SUD residential services within County, DHCS, and CMS timeliness requirements. Requests for SUD residential services must be approved/denied within 24 hours of the request being made. Additionally, ValueOptions of California may temporarily extend office hours in order to accommodate the volume of service authorizations received.

7.0 AVERAGE CLIENT LENGTH OF STAY:

7.1 Access Line

Call length may vary depending on beneficiary need. Peak hours are expected to be from 8:00AM-5:00PM, but are subject to change.

7.2 Service Authorizations

N/A

8.0 COUNTY RESPONSIBILITIES:

County Shall:

1. Provide oversight (through the County Department of Behavioral Health (DBH), Adult System of Care, Division Managers or designees) of the CONTRACTOR's Administrative Services Organization. In addition to contract monitoring of services, oversight includes, but is not limited to, coordination with the California Department of Health Care Services and the Center for Medicaid and Medicare Services in regard to program administration and outcomes.
2. Assist the CONTRACTOR in making linkages with the total behavioral health system; this will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the vendor staff and will be available to the CONTRACTOR for ongoing consultation.
4. Receive and analyze statistical data outcome information from vendor throughout the term of contract on a monthly basis. DBH will notify the vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the

expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the vendor's efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to vendor(s):

- A. Technical assistance to vendor regarding cultural competency requirements and sexual orientation training.
- B. Technical assistance for vendor in translating behavioral health and substance use disorder services information into DBH's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the vendor.

9.0 PROGRAM OBJECTIVES AND OUTCOMES:

ValueOptions of California shall utilize a computerized tracking system with which performance and outcome measures and other relevant client data, such as demographics, will be maintained. The data tracking system may be incorporated into ValueOptions of California's electronic health records (EHR) system or be a stand-alone database. DBH must be afforded read-only access to the EHR or stand-alone database. Data will be transferred to DBH on a monthly basis or as determined by DBH. DBH may adjust the outcome measurements needed under these programs periodically, to best measure the success of clients and programs as determined by the County.

The following items listed below represent program goals to be tracked and achieved by the vendor during contract terms.

9.1 24/7 Access Line

The 24/7 Access Line will track all outcomes and data as required by the DMC-ODS 1115 Waiver. DBH may require additional outcomes and data to be tracked and reported. Measures are based on DBH's three "Value Driven" philosophies: engagement, timeliness, and matching client needs to appropriate services. DBH reflects the Commission on Accreditation of Rehabilitation Facilities (CARF) domains comprising of *Effectiveness, Efficiency, Access, Satisfaction & Feedback of Persons Served & Stakeholders*. The Access Line will record at least the following information:

- Number of calls received
- Hold/wait times
- Number of dropped calls
- Length of calls
- Call abandonment
- Name of caller/date/initial disposition

- Time to answer calls
- Referrals to services
- Non-English calls
- Foreign language line request by language
- Time from 1st request for service to 1st service
- ValueOptions of California will assess client satisfaction (in the form of a survey)
- Reason for call (to be logged in database)
- Other requested performance indicators as specified by DBH, local, state, federal requirements

The core concept, *Integrated Service Experience*, is embedded within the Access Line. The Access Line allows for consumers and callers to connect with mental health and/or substance use disorder services based on consumer needs.

Measurable Performance Outcomes, CARF Domains (baseline performance based on 2017)

EFFECTIVENESS:

#	Performance Indicator	Numerator	Denominator	Baseline Performance	Goal
1	Foreign Language Line Connection	# of Callers successfully connected to language line	Total # of Test Calls	97%	100 %
2	Information on how to access Services	# of Callers informed how to access services	Total # of Test Calls	98%	100 %
3	Information about services needed to treat a beneficiary ‘Urgent Condition’	# of Test Callers assessed for Crisis	Total # of Test Calls	97%	100 %
4	Information about how to use the beneficiary problem resolution and Fair Hearing process	# of Callers informed how to access services	Total # of Test Calls	98%	100 %

EFFICIENCY:

#	Performance Indicator	Numerator	Denominator	Baseline Performance	Goal
1	Name of beneficiary	# of accurate Names recorded	Total # of Test Calls	91%	100 %
2	Date of Request	# of accurate Dates recorded	Total # of Test Calls	96%	100 %
3	Initial Disposition Request	# of accurate Disposition recorded	Total # of Test Calls	95%	100 %
4	Phone Number	# of accurate Phone Number recorded	Total # of Test Calls	91%	100 %

EXHIBIT A

5	Assessed for Crisis	# of Test Callers assessed for Crisis	Total # of Test Calls	97%	100 %
6	# of Calls recorded on Call Log		Total # of Test Calls	96%	100 %
7	Length of calls	Total # of Minutes/sec of all calls	Total # of Calls	-	Five (5) minutes
8	# of Dropped Calls	# of Calls Dropped	Total # of Calls	-	0%

ACCESS:

#	Performance Indicator	Numerator	Denominator	Baseline Performance	Goal
1	Name of beneficiary	# of Test Calls with Accurate Names	Total # of Test Calls	91%	100 %
2	Linked to Services	# of Callers Linked to Services	Total # of Callers via Access Line	-	70%
3	Referred to Services	# of Callers Referred to Services	Total # of Callers via Access Line	-	100 %
4	Request to 1 st Service	Total # of Days to 1 st Service	Total # of Callers, via the Access Line who received any Service	8 days	10 Days

SATISFACTION:

#	Performance Indicator	Numerator	Denominator	Baseline Performance	Goal
1	Survey Call Respondents	Total # of caller participated	Total # of calls	51%	40%
2	Consumer Satisfaction	# of respondents who Strongly Agreed or Agreed to Satisfaction	Total # of respondents to satisfaction question	73%	70%
3	Consumer Resources provided to Caller	# of respondents who Strongly Agree or Agree to receiving	Total # of respondents to question	77%	70%

		appropriate resources			
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9.2 Service Authorizations

ValueOptions of California will track all outcomes and data as required by the DMC-ODS 1115 Waiver. DBH may require additional outcomes and data to be tracked and reported. Measures are based on DBH’s three “Value Driven” philosophies: engagement, timeliness, and matching client’s needs to appropriate services. DBH reflects the Commission of Accreditation of Rehabilitation Facilities (CARF) domains comprising of *Effectiveness, Efficiency, Access, Satisfaction & Feedback of Persons Served and Stakeholders*. ValueOptions of California will record at least the following:

- Number of service authorizations received, approved, and denied
 - By provider, modality, and priority
- Service authorization processing times
- Number of appeals related to denials of service authorizations, including timeliness of responses

List of Reports

Within 30 days of executing this agreement, DBH and ValueOptions of CA will mutually agree to a list a reports to be provided to DBH. The report list will specify data elements, frequency of reports and due dates.

ValueOptions of California, Inc.

Budget

24/7 SUD Access Line and Prior/Concurrent Authorizations of SUD Residential Services

Implementation Costs (Agreement Execution through December 31, 2018)	\$200,002
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Monthly	Cost
Base Charge*	\$164,688
24/7 SUD Access Line**	\$28.80 /call
Prior/Concurrent Authorizations***	\$61.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

Annual maximums not to exceed	
Implementation Costs (Upon execution through December 31, 2018)	\$202,000
January 1, 2019 - June 30, 2019	\$1,300,000
July 1, 2019 - June 30, 2020	\$2,600,000
Total Agreement Maximum	\$4,102,000

*Includes up to 700 calls made to the 24/7 SUD Access Line and up to 400 authorizations processed

**Per call received after initial 700 call volume has been reached

***Per authorization processed after initial 400 authorization has been reached

****Electronic Health Record charges are to be charged to COUNTY according to the rates set forth in Exhibit D

CONTRACTOR is to invoice COUNTY according to the COMPENSATION and INVOICING sections of this agreement based on the monthly charges included in this Exhibit B

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

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

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
General Users					
Avatar Named User Hosting (per active user per month; every Avatar “active” log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Avatar Named User Maintenance* (per active user per month)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ProviderConnect Users					
Individual Subscription¹ (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

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

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

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

DRUG MEDI-CAL INTERGOVERNMENTAL AGREEMENT REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes substance use disorder treatment services available throughout the county to Medi-Cal eligible beneficiaries 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, and any amendments thereto, including but not limited to the following:

1. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

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

B. INDEPENDENT CONTRACTOR

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

C. CONTROL REQUIREMENTS

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

D. CONFIDENTIALITY

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

E. REVENUE COLLECTION POLICY

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

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

G. ACCESS TO SERVICES

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

H. REPORTS

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

I. AUDITS

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

J. RECORDS MAINTENANCE

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

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

2. FEDERAL CERTIFICATIONS

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

A. DBH and CONTRACTOR recognize that Federal assistance funds

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

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

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

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

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

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

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

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

3. 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.

4. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but

not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702.

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

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

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

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

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

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

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

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

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

6. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. In accepting the State drug and alcohol combined program allocation pursuant to California Health and Safety Code section 11757, CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and State laws, regulations and standards, and shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply with these requirements. These requirements include, but may not be limited to, those set forth in this Agreement, and:

- A. Division 10.5 of the California Health and Safety Code;
- B. California Government Code sections 16366.1 through 16367.9 and 53130 through 53138;
- C. Title 9, Division 4 of the California Code of Regulations;
- D. 42 United States Code (U.S.C.) section 300x-5;
- E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act Amendments of 1996);
- F. 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and
- G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block Grants).

8. CULTURALLY COMPETENT SERVICES (INTERGOVERNMENTAL AGREEMENT P.72 AND 76)

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 and complying with 42 CFR 438.206(c)(2). CONTRACTOR's policies, procedures, and practices must be consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. CONTRACTOR shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

9. ADA CONSIDERATIONS (INTERGOVERNMENTAL AGREEMENT P.20)

For those services that CONTRACTOR provides, CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment are available for Medicaid beneficiaries with physical or mental disabilities.

10. ADDITIONAL INTERGOVERNMENTAL 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.

11. NULLIFICATION OF DMC-ODS SERVICES

The parties agree that failure of COUNTY, or CONTRACTOR, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of 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 beneficiaries in accordance with the State Plan.

12. HATCH ACT (INTERGOVERNMENTAL AGREEMENT P.69)

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.

13. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES (INTERGOVERNMENTAL AGREEMENT P.69)

CONTRACTOR is prohibited from using funds made available through this Agreement for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES (INTERGOVERNMENTAL AGREEMENT P.72)

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.

15. FEDERAL LAW REQUIREMENTS (INTERGOVERNMENTAL AGREEMENT P.73)

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.

16. STATE LAW REQUIREMENTS (INTERGOVERNMENTAL AGREEMENT P.73)

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.
- E. 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.

17. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS

COUNTY acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend 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.

18. COUNSELOR CERTIFICATION (IA page 71)

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

19. SUBCONTRACTUAL REQUIREMENTS (INTERGOVERNMENTAL AGREEMENT P.4 AND 42 CFR 438.230)

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 all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions.

CONTRACTOR shall not bill beneficiaries 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)).

20. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES (IA P. 4)

CONTRACTOR agrees that COUNTY, DHCS, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of CONTRACTOR, or of the CONTRACTOR's sub-contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under COUNTY's contract with DHCS. CONTRACTOR shall make available, at any time, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

22. GRIEVANCE

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

(INTERGOVERNMENTAL AGREEMENT P.74)

CONTRACTOR shall make the following grievance information available to all beneficiaries:

- A. Beneficiary's right to a State Fair Hearing and how to obtain a hearing as well as representation rules.
- B. Beneficiary's right to file grievances and appeals, including the requirements and timeframes for filing.
- C. Beneficiary's right to give written consent to allow CONTRACTOR or legal representative, acting on behalf of the beneficiary, to file an appeal.
- D. Beneficiary may file a grievance 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. Beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary 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.

23. GREIVANCE AND APPEALS RECORDKEEPING REQUIREMENTS (IA P.5)

CONTRACTOR shall retain beneficiary grievance and appeal records as referenced in 42 CFR §438.416, for a period of no less than ten (10) years. Beneficiary 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.

24. BENEFICIARY INFORMING AND TRANSLATION SERVICES (INTERGOVERNMENTAL AGREEMENT P.7)

CONTRACTOR shall make written and verbal information available to beneficiaries in their language of choice.

Written material: CONTRACTOR shall use COUNTY's written/translated materials that are critical to obtaining services, including the provider directory, beneficiary 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 are made available in alternative formats upon request of the potential beneficiary or beneficiary at no cost. Written materials shall include taglines in the prevalent non-English languages, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided.

Auxiliary aids: CONTRACTOR shall ensure auxiliary aids and services shall also be made available upon request of the potential beneficiary or beneficiary at no cost.

Interpretation services: CONTRACTOR shall make interpretation services available free of charge to each beneficiary. This includes oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language. Oral interpretation requirements apply to all non-English languages, not just those that DHCS identifies as prevalent.

CONTRACTOR shall notify its beneficiaries that oral interpretation is available for any language and written translation is available in prevalent languages and that auxiliary aids and services are available upon request and at no cost for non-English speaking/reading/writing beneficiaries and beneficiaries with disabilities.

25. AUTHORIZATION OF SERVICES (INTERGOVERNMENTAL AGREEMENT P.24)

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

26. PERFORMANCE IMPROVEMENT PROJECTS (INTERGOVERNMENTAL AGREEMENT P.29)

CONTRACTOR shall assist, when requested by COUNTY, in developing and reviewing annual Performance Improvement Projects including but not limited to identifying a clinical and a non-clinical problem, brainstorming causes and barriers, implementation of interventions for the identified problems, and analysis of interventions. CONTRACTOR shall assist in planning and initiation of activities for increasing or sustaining improvement.

27. CONTRACTOR SPECIFICATIONS (INTERGOVERNMENTAL AGREEMENT P.50)

A. Ensure Staffing Standards as follows:

(1) Ensure that all decision-making and authorization for services are made only by appropriately licensed mental health or waived/registered professionals as set forth in CCR 1820.220 and Welfare and Institutions Code (WIC) Division 5, Part 2, section 5751.2.

(2) Ensure that all decisions to modify or deny an authorization request based on medical necessity criteria or the criteria for emergency admission are reviewed and approved by a physician as set forth in CCR Title 9 section 1820.220.

(3) Ensure that medical necessity decisions are made only by licensed mental health or waived/registered professionals unhindered by fiscal or administrative management.

(4) Provide peer to peer consultation from board certified physicians to facilities as clinically appropriate for each Client.

(5) Ensure all personnel providing services under this agreement understand and comply with the standard that incentives are not utilized that have the effect of denying medically necessary services.

28. ASAM REQUIREMENTS (INTERGOVERNMENTAL AGREEMENT P.90)

CONTRACTOR shall use COUNTY's American Society of Addiction Medicine (ASAM) criteria assessment and re-assessment tools to determine the beneficiary's level of care. 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 maintain records of ASAM trainings in personnel files and will make these records available to COUNTY upon request.

Residential care CONTRACTORs must meet the established ASAM criteria for each level of residential care provided and receive an ASAM Designation prior to providing DMC-ODS services.

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

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

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162.915(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 Parties 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 Parties shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this 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.

TRAFFICKING VICTIMS PROTECTION ACT OF 2000 CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

- | | | | |
|--|--------------------------|--------------------------|--|
| <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> | YES | NO | |
| | <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> | <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> | <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