

AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this 7th day of May, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California Private Non-Profit Corporation, whose service address is 3636 N FIRST ST. FRESNO, CA 93726 SUITE 135 and remit to address is P.O. BOX 7447 VISALIA, CA 93290, hereinafter referred to as "CONTRACTOR." Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and CONTRACTOR, unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-17-265, effective July 1, 2017, hereinafter referred to as the Agreement; and

WHEREAS the parties desire to amend the Agreement, regarding changes as stated below and restate the Agreement in its entirety.

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

1. That the existing COUNTY agreement No. 17-265, Paragraph Four (4) – COMPENSATION – in the Agreement on Page Four (4), beginning on Line Ten (10) and ending on Page Four (4), Line Twenty-Eight (28) be deleted and the following inserted in its place:

"4. COMPENSATION

A. COMPENSATION – COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the budget attached hereto and referenced herein in as Exhibit B-1, "Budget."

1) The maximum amount for the period of July 1, 2017 through June 30, 2018 shall not exceed Two Million Seven Hundred Twenty-Four Thousand Nine Hundred Eighty-One and No/100 Dollars (\$2,724,981.00).

2) The maximum amount for the period of July 1, 2018 through June 30, 2019 shall not exceed Two Million Four Hundred Twenty Seven Thousand Two Hundred Four and No/100 Dollars (\$2,427,204.00).

3) The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not exceed Two Million Four Hundred Twenty Seven Thousand Two Hundred Four and No/100 Dollars (\$2,427,204.00).

4) The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not exceed Two Million Four Hundred Twenty Seven Thousand Two Hundred Four and No/100 Dollars (\$2,427,204.00).

5) The maximum amount for the period of July 1, 2021 through June 30, 2022 shall not exceed Two Million Four Hundred Twenty Seven Thousand Two Hundred Four and No/100 Dollars (\$2,427,204.00)."

2. That Exhibit B to the existing COUNTY agreement No. 17-265 shall be replaced with "Exhibit B-1," which is attached hereto and incorporated herein by reference.

3. That all references in existing COUNTY Agreement No. 17-265 to "Exhibit B" shall be changed to read "Exhibit B-1."

4. That Exhibit K to the existing COUNTY agreement No. 17-265 shall be replaced with "Exhibit K-1," which is attached hereto and incorporated herein by reference.

5. That all references in existing COUNTY Agreement No. 17-265 to "Exhibit K" shall be changed to read "Exhibit K-1."

6. That "Exhibit Q," and "Exhibit R" of existing COUNTY agreement No. 17-265 shall be deleted in their entirety.

7. That the existing COUNTY agreement No. 17-265 Section One (1) be amended starting at Page Two (2), line three (3) after the word "herein." by inserting the following line:

"CONTRACTOR shall also comply with all of the provisions set forth in Exhibit P-1, "Drug Medi-Cal Intergovernmental Agreement Requirements", which is attached hereto and incorporated herein by this reference."

8. That Exhibit P to the existing COUNTY agreement No. 17-265 shall be replaced with a new "Exhibit P-1," which is attached hereto and incorporated herein by this reference.

9. That the existing COUNTY agreement No. 17-265, beginning on Line Twenty Four (24)

1 with the word "CONTRACTOR" and ending on Page Fifty Three (53), Line Twenty six (26) with the
2 number "-11999.3." be deleted and the following inserted in its place:

3 "CONTRACTOR must sign the "Unlawful Use of Drugs and Alcohol Certification," attached
4 hereto as Exhibit P-1 Attachment B, incorporated herein by reference and made part of the Agreement
5 agreeing to uphold the obligations of HSC 11999-11999.3."

6 **10.** That the existing COUNTY agreement No. 17-265, beginning on Line Twelve (12) with
7 the word "CONTRACTOR" and ending at Page Fifty-Four (54), Line Fourteen (14) with the word
8 "thereafter" be deleted and the following inserted in its place:

9 "CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath,
10 attached hereto as Exhibit P-1 Attachment C, before they begin employment with CONTRACTOR and
11 shall renew said document annually thereafter."

12 **11.** That the existing COUNTY agreement No. 17-265, beginning on Page Fifty-five (55),
13 Line Twenty-Two (22) and ending on Page Fifty-Five (55), Line Twenty-Five (25) be deleted and the
14 following inserted in its place:

15 "CONTRACTOR must sign a certification annually acknowledging the Trafficking Victims
16 Protection Act of 2000 requirements (TVPA Certification), attached hereto as Exhibit P-1 Attachment A,
17 incorporated herein by reference and made part of this Agreement and must require all employees to
18 complete annual TVPA training."

19 **12.** COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
20 Agreement No. A-17-265 and Amendment I together with the Agreement shall be considered the
21 Agreement.

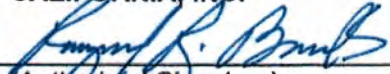
22 **13.** The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
23 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain
24 in full force and effect. This Amendment I shall be effective upon execution.

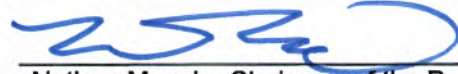
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXECUTED AND EFFECTIVE as of the date first above set forth.

**TURNING POINT OF CENTRAL
CALIFORNIA, INC.**

COUNTY OF FRESNO


(Authorized Signature)


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

RAYMOND BANKS Chief Executive Officer
Print Name & Title

P.O. Box 7447

VISALIA, CA. 93290-7447
Mailing Address

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

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Funding/Subclass: 0001/10000

ORG No.: 56302081
56302070
56304784

Account No.: 7295
Requisition No.:

AB 109 - SUD & MH OP
Turning Point of Central California, Inc.
July 1, 2017 - June 30, 2018

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Substance Abuse Counselor	6.00		\$269,513	\$269,513
0002	Case Manager	1.00		\$37,378	\$37,378
0003	MH Professional/Team Leader	2.00		\$145,205	\$145,205
0004	Program Director	1.00		\$71,399	\$71,399
0005	Nurse	0.25		\$12,839	\$12,839
0006	Billing Clerk	0.75		\$26,685	\$26,685
0007	Administrative Technician	1.00		\$37,009	\$37,009
0008	PSC C	1.00		\$43,778	\$43,778
0009	Intake Specialist/Transportation	1.00		\$34,928	\$34,928
0010	Secretary	1.00		\$35,932	\$35,932
0011	Intake Specialist	1.00		\$48,908	\$48,908
0012	Bookkeeper	0.75		\$26,002	\$26,002
SALARY TOTAL		16.75	\$0	\$789,576	\$789,576
PAYROLL TAXES:					
0031	OASDI/FICA/MEDICARE			\$62,919	\$62,919
0032	SUI			\$15,301	\$15,301
PAYROLL TAX TOTAL			\$0	\$78,220	\$78,220
EMPLOYEE BENEFITS:					
0040	Retirement			\$12,172	\$12,172
0041	Workers Compensation			\$7,876	\$7,876
0042	Health Insurance (medical, vision, life, dental)			\$193,228	\$193,228
0043	Accrued Paid Leave			\$32,899	\$32,899
EMPLOYEE BENEFITS TOTAL			\$0	\$246,175	\$246,175
SALARY & BENEFITS GRAND TOTAL					\$1,113,971
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$69,362
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$20,400
1013	Building Maintenance				\$6,257
1014	Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL					\$98,233

OPERATING EXPENSES:

1060	Telephone	\$6,500
1061	Answering Service	\$0
1062	Postage	\$500
1063	Printing/Reproduction	\$1,251
1064	Publications	\$481
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$19,000
1067	Household Supplies	\$2,251
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$11,650
1070	Program Supplies - Medical	\$13,213
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$8,974
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$6,650
1075	Lodging	\$1,000
1076	Other-Vehicle Insurance	\$6,981
1077	Other-	\$0
1078	Other - Depreciation	\$1,395
1079	Other - Recruitment	\$816
1080	Licenses	\$34,000
OPERATING EXPENSES TOTAL		\$114,662

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$500
1082	Liability Insurance	\$3,150
1083	Administrative Overhead	\$218,641
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$222,291

SPECIAL EXPENSES (Consultant/Etc.):

1090	O/S Psychiatrist	\$65,280
1091	O/S Labor Clinical - Therapist	\$5,000
1092	Translation Services	\$5,976
1093	Medication Supports	\$21,810
SPECIAL EXPENSES TOTAL		\$98,066

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$7,000

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Intensive Substance Use Disorder Services	\$200,000
2001	Residential Services	\$848,625
2002.1	Clothing, Food & Hygiene	\$2,400
2002.2	Client Transportation & Support	\$8,813
2002.3	Education Support	\$4,420
2002.4	Employment Support	\$6,500
2002.5	Respite Care	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers	\$0
2002.8	Child Care	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$1,070,758
TOTAL PROGRAM EXPENSES		\$2,724,981

DRUG MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
	0.00	\$0.00	\$0
Group Contacts	9576	\$26.23	\$251,178
	0.00	\$0.00	\$0
Individual Contacts	1451	\$67.38	\$97,768
	0.00	\$0.00	\$0
Estimated Medi-Cal Billing Totals	11027		\$348,947
Estimated % of Federal Financial Participation Reimbursement		0.00%	\$0
Estimated % of Clients Served that will be Medi-Cal Eligible		0	\$0
MEDI-CAL REVENUE TOTAL			\$348,947

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	55,498	\$2.40	\$133,195
3100	Case Management	18,000	\$1.80	\$32,400
3200	Crisis Services	3,312	\$2.95	\$9,770
3300	Medication Support	45,000	\$3.75	\$168,750
3400	Collateral	8,149	\$2.40	\$19,558
3500	Plan Development	34,000	\$2.40	\$81,600
3600	Assessment	5,000	\$2.40	\$12,000
3700	Rehabilitation	26,000	\$2.40	\$62,400
Estimated Medi-Cal Billing Totals		194,959		\$519,673
Estimated % of Federal Financial Participation Reimbursement				\$181,886
Estimated % of MAGI Federal Financial Participation Reimbursement				\$155,902
Estimated % of Clients Served that will be Medi-Cal Eligible				
MEDI-CAL REVENUE TOTAL				\$337,788

OTHER REVENUE (SUDS):

4000	Other - (AB 109)	\$1,538,246
4100	Other - (SAPT)	\$200,000
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$1,738,246

OTHER REVENUE (MH):

4000	Other - (Mental Health Realignment)	\$300,000
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$300,000

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$2,724,981

AB 109 - SUD & MH OP
Turning Point of Central California, Inc.
FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Substance Abuse Counselor	6.00		\$291,074	\$291,074
0002 Case Manager	2.00		\$84,530	\$84,530
0003 MH Professional/Team Leader	3.00		\$225,982	\$225,982
0004 Program Director	1.00		\$71,399	\$71,399
0005 Nurse	0.25		\$12,839	\$12,839
0006 Billing Clerk	0.75	\$26,685	\$0	\$26,685
0007 Administrative Technician	1.00	\$37,009	\$0	\$37,009
0008 PSC C	1.00		\$43,778	\$43,778
0009 Intake Specialist/Transportation	1.00		\$34,928	\$34,928
0010 Secretary	1.00	\$35,932	\$0	\$35,932
0011 Intake Specialist	1.00		\$48,908	\$48,908
0012 Bookkeeper	0.75	\$26,002	\$0	\$26,002
SALARY TOTAL	18.75	\$125,628	\$813,438	\$939,066
PAYROLL TAXES:				
0031 OASDI/FICA/MEDICARE		\$10,090	\$65,333	\$75,423
0032 SUI		\$2,100	\$13,600	\$15,700
PAYROLL TAX TOTAL		\$12,190	\$78,933	\$91,123
EMPLOYEE BENEFITS:				
0040 Retirement		1955	\$12,660	\$14,615
0041 Workers Compensation		1521	\$9,854	\$11,375
0042 Health Insurance (medical, vision, life, dental)		\$28,337	\$183,484	\$211,821
0043 Accrued Paid Leave		\$7,203	\$46,640	\$53,843
EMPLOYEE BENEFITS TOTAL		\$39,016	\$252,638	\$291,654
SALARY & BENEFITS GRAND TOTAL				\$1,321,843
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$69,362
1011 Rent/Lease Equipment				\$2,292
1012 Utilities				\$20,400
1013 Building Maintenance				\$6,257
1014 Equipment purchase				\$2,214
FACILITY/EQUIPMENT TOTAL				\$100,525

OPERATING EXPENSES:

1060	Telephone	\$7,000
1061	Answering Service	\$0
1062	Postage	\$500
1063	Printing/Reproduction	\$1,251
1064	Publications	\$481
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$19,500
1067	Household Supplies	\$3,400
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$11,650
1070	Program Supplies - Medical	\$13,213
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$17,374
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$6,900
1075	Lodging	\$1,500
1076	Other-Vehicle Insurance	\$8,881
1077	Other-	\$0
1078	Other - Depreciation	\$1,395
1079	Other - Recruitment	\$816
1080	Licenses	\$36,000
OPERATING EXPENSES TOTAL		\$129,861

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$500
1082	Liability Insurance	\$3,150
1083	Administrative Overhead	\$297,446
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$301,096

SPECIAL EXPENSES (Consultant/Etc.):

1090	O/S Psychiatrist	\$65,280
1091	O/S Labor Clinical - Therapist	\$10,000
1092	Translation Services	\$5,976
1093	Medication Supports	\$21,810
SPECIAL EXPENSES TOTAL		\$103,066

FIXED ASSETS:

1190	Computers & Software	\$5,000
1191	Furniture & Fixtures	\$2,000
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0

FIXED ASSETS TOTAL		\$7,000
NON MEDI-CAL CLIENT SUPPORT EXPENSES:		
2000	Intensive Substance Use Disorder Services	\$0
2001	Residential Services	\$441,000
2002.1	Clothing, Food & Hygiene	\$3,000
2002.2	Client Transportation & Support	\$8,813
2002.3	Education Support	\$4,500
2002.4	Employment Support	\$6,500
2002.5	Respite Care	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers	\$0
2002.8	Child Care	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$463,813
TOTAL PROGRAM EXPENSES		\$2,427,204

DRUG MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
		0.00	\$0.00	\$0
Groups		150350.00	\$2.08	\$312,728
Case Management		15600.00	\$1.99	\$31,044
Individual Contacts		85696.00	\$2.08	\$178,248
		0.00	\$0.00	\$0
Estimated Medi-Cal Billing Totals		251646		\$522,020
Estimated % of Federal Financial Participation Reimbursement			79%	\$412,396
Estimated % of Clients Served that will be Medi-Cal Eligible				\$0
MEDI-CAL REVENUE TOTAL				\$412,396

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	50,680	\$2.40	\$121,632
3100	Case Management	50	\$1.80	\$90
3200	Crisis Services	200	\$2.95	\$590
3300	Medication Support	11,160	\$3.75	\$41,850
3400	Collateral	0	\$2.40	\$0
3500	Plan Development	3,840	\$2.40	\$9,216
3600	Assessment	20,883	\$2.40	\$50,119
3700	Rehabilitation	0	\$2.40	\$0
Estimated Medi-Cal Billing Totals		86,813		\$223,497
Estimated % of Federal Financial Participation Reimbursement			79.00%	\$176,563
Estimated % of Clients Served that will be Medi-Cal Eligible				
MEDI-CAL REVENUE TOTAL				\$176,563

OTHER REVENUE (SUDS):

4000	Other - (AB 109)	\$1,538,246
4100	Other - (SAPT)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$1,538,246

OTHER REVENUE (MH):

4000	Other - (MHSA CSS)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$300,000
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$300,000
TOTAL PROGRAM REVENUE		\$2,427,204

INTENSIVE/RESIDENTIAL SUBSTANCE USE DISORDER SERVICES

Line item “Residential Services” included in Exhibit B-1 shall be defined as:

- Medication-Assisted Treatment (MAT) at a Licensed Narcotic Treatment Program
- Residential Detoxification/Stabilization
- Residential Services for Males/Females
- Residential Perinatal
- Sober Living Environment
- Monolingual Male Residential Services

These services may be performed by CONTRACTOR, or they may be outsourced to any County-Contracted provider at the County DBH’s current contract rates. AB 109 contractor must have a signed MOU in place with the County contracted provider and the MOU’s must be approved by the County Alcohol and Drug Program Administrator and on file with Fresno County DBH Contracts Division – Substance Use Disorders. Maximum compensation for these services is detailed in the approved budget under line item “Residential Services”

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. CONFIDENTIALITY OATH

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

7. 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

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

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

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

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

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

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

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

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. ADMISSION DISCRIMINATION

CONTRACTOR shall accept individuals eligible for admission in the order in which they apply without restriction, up to the limits set under the State-County Intergovernmental Agreement. CONTRACTOR shall not, based on health status or need for health care services, discriminate against individuals eligible for admission. CONTRACTOR shall not discriminate against individuals eligible for admission based on race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender, gender identity, age, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, ancestry, religion, sex, marital status, sexual orientation, gender, gender identity, age, or disability. CONTRACTOR shall ensure that beneficiaries that meet medical necessity for Medication Assisted Treatment (MAT) receive the same access to care as non-MAT beneficiaries.

CONTRACTOR shall provide information on how to file a discrimination complaint with the United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, age, disability or sex.

20. SUBCONTRACTUAL REQUIREMENTS

CONTRACTOR shall fulfill contractual requirements of delegated services or activities in accordance with 42 CFR §438.230 and shall perform the delegated activities and reporting responsibilities in compliance with COUNTY's State-County Intergovernmental Agreement obligations. CONTRACTOR shall comply with 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)).

21. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES

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.

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

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

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) and services including qualified interpreters for individuals with disabilities. Oral interpretation requirements apply to all non-English languages, not just those that DHCS identifies as prevalent. Pursuant to WIC 14029.91(a)(1)(B), Oral interpretation services shall be provided by an interpreter that, at a minimum, meets all of the following qualifications:

- A. Demonstrated proficiency in both English and the target language;
- B. Knowledge in both English and the target language of health care terminology and concepts relevant to health care delivery systems; and
- C. Adheres to generally accepted interpreter ethics principle, including client confidentiality.

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, at no cost and in a timely manner for non-English speaking/reading/writing beneficiaries and beneficiaries with disabilities.

Pursuant to 14029.91(a)(1)(C), CONTRACTOR shall not require a beneficiary with limited English proficiency to provide his or her own interpreter or rely on a staff member who does not meet the qualifications described above.

CONTRACTOR shall not rely on an adult or minor child accompanying the limited-English-proficient beneficiary to interpret or facilitate communication except under the circumstances described in WIC Section 14029.91(a)(1)(D) for emergencies and upon request that the accompanying adult provide assistance.

Pursuant to 45 CFR 92.201, CONTRACTOR shall not require a beneficiary with limited English proficiency to accept language assistance services.

25. MEMBER HANDBOOK

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

26. TIMELY ACCESS REQUIREMENTS

CONTRACTOR shall meet DHCS and COUNTY standards for timely access to care and services, taking into account the urgency of the need for services. CONTRACTORS must offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if CONTRACTOR services only Medicaid beneficiaries. Timeliness standards include, but are not limited to:

- A. Initial contact to first face-to-face appointment – 10 business days
- B. Initial contact to first dose of NTP – 3 business days
- C. Timeliness of services for Urgent Conditions – 1 business day

CONTRACTOR shall ensure that medical attention for emergency and crisis medical conditions are provided immediately.

27. CARE COORDINATION

CONTRACTOR and COUNTY shall comply with the care and coordination requirements of the State-County Intergovernmental Agreement, Exhibit A, Attachment I, II.E.3. CONTRACTOR shall ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and shall ensure a person or entity within their organization is formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their case manager. CONTRACTOR shall coordinate services between levels of care, with services the beneficiary receives from any other managed care organization and the services the beneficiary receives from community and social support providers. Care coordination efforts shall be accurately documented in beneficiary's chart to be verified during COUNTY chart audits conducted at least annually.

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

CONTRACTOR shall ensure that it maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards.

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

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

28. AUTHORIZATION OF SERVICES

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

29. PERFORMANCE IMPROVEMENT PROJECTS

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.

30. CONTRACTOR DMC CERTIFICATION

DMC certified contractors must revalidate DMC certification with DHCS every five (5) years. Failure to revalidate DMC certification within 120 days following the expiration of every five (5) year period will result in contract termination. COUNTY shall terminate CONTRACTOR immediately upon notification from DHCS that the CONTRACTOR cannot be enrolled, or the expiration of one 120-day period without enrollment of CONTRACTOR, and shall notify affected beneficiaries. CONTRACTOR shall ensure enrollment with DHCS as a Medicaid provider consistent with the provider disclosure, screening and enrollment requirements.

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

31. PROGRAM INTEGRITY REQUIREMENTS

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

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

CONTRACTOR shall retain information regarding data, information, and documentation for beneficiary encounter data specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years. (INTERGOVERNMENTAL AGREEMENT P.5)

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

- A. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- B. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2, Section 101, of a person described above.

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

32. CONTRACTOR SPECIFICATIONS

CONTRACTOR shall ensure that professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. CONTRACTOR shall ensure that professional staff (LPHAs) receive a minimum of five (5) hours of continuing education related to addiction medicine each year. Copies of these certifications and licenses shall be maintained in staff's personnel files and records shall be made available to COUNTY upon request.

CONTRACTOR shall ensure that non-professional staff receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files. Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

33. CREDENTIALING/RE-CREDENTIALING

CONTRACTOR shall follow the COUNTY's established credentialing and re-credentialing process for all licensed and/or certified staff. Initial credentialing must be completed prior to providing treatment services. Re-credentialing must be completed every three (3) years.

34. MEDICAL DIRECTOR REQUIREMENTS

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

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

35. ASAM REQUIREMENTS

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 ensure that, at minimum, staff conducting assessments complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and

Level of Care”. The CIBHS ASAM webinars or in person trainings may be completed in lieu of the e-Training modules. 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.

36. MEDICAL NECESSITY

CONTRACTOR shall ensure that an initial medical necessity determination, for an individual to receive a DMC-ODS benefit, is performed through a face-to-face review or telehealth by a Medical Director or a LPHA. The Medical Director or LPHA shall evaluate each beneficiary’s assessment and intake information, if completed by a counselor, through a face-to-face review or telehealth with the counselor to establish that a beneficiary meets medical necessity criteria. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied to determine placement into the level of assessed services.

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

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

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

Individuals under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS shall override any EPSDT requirements. Medical necessity for an adolescent individual (an individual under the age of 21) is determined using the following criteria:

- A. The adolescent individual may be assessed to be at-risk for developing a SUD based on the following criteria:

- i. Substance use does NOT meet the minimum diagnosis criteria per the DSM 5 ; and
 - ii. Reports of experimental or early-phase substance use, associated biopsychosocial risk factors, and information gathered from the full ASAM assessment and the At-Risk Determination Tool indicate risk of developing an SUD.
- B. The adolescent individual must meet the ASAM adolescent treatment criteria.

37. MEDI-CAL ELIGIBILITY VERIFICATION

CONTRACTOR shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS DMC Provider Billing Manual at the following web address and by this reference incorporated herein. http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.pdf.

38. OTHER HEALTH COVERAGE BILLING REQUIREMENTS

In the event that a beneficiary has Other Health Coverage (OHC), CONTRACTOR shall bill the OHC prior to billing DMC to receive either payment from the OHC, or a notice of denial from the OHC indicating that either the recipient's OHC coverage has been exhausted or that the specific service is not a benefit of the OHC.

39. DMC REIMBURSEMENT RATE SETTING

CONTRACTOR shall submit financial and service data to COUNTY on an annual basis in a format provide by, and by a deadline set by, COUNTY for reimbursement rate setting purposes. COUNTY shall approve contractor-specific reimbursement rates for each modality except NTPs. CONTRACTORS that do not comply with the requirements of the rate setting process will be considered out of compliance with contractual requirements and will not receive annual reimbursement rates CONTRACTORS that are non-compliant are subject to contract termination.

Annual reimbursement rates for NTP services shall be set by DHCS pursuant to the process set forth in W&I Code, Section 14021.51.

40. DMC CERTIFICATION AND ENROLLMENT

Prior to delivering SUD services CONTRACTOR shall obtain any licenses, registrations, DMC certifications or approval to operate a SUD program or provide a covered service in accordance with applicable laws and regulations. CONTRACTOR shall continuously maintain any licenses, registrations, DMC certifications or approval

to operate a SUD program or provide a covered service in accordance with applicable laws and regulations for the duration of this Contract. CONTRACTOR and any subcontractors shall comply with the following regulations and guidelines:

- A. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
- B. Title 22, Sections 51490.1(a);
- C. Exhibit A, Attachment I, Article III.PP – Requirements for Services;
- D. Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and
- E. Title 22, Division 3, Chapter 3, sections 51000 et. seq.

41. PERINATAL CERTIFICATION REQUIREMENTS

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

- A. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- B. Perinatal services shall include:
 - 1) Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
 - 2) Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment);
 - 3) Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
 - 4) Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- C. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary file.

42. YOUTH TREATMENT GUIDELINES

CONTRACTOR shall follow the "Youth Treatment Guidelines," available at the DHCS web address at:

<http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx> and by this reference incorporated herein, in developing and implementing youth treatment programs funded under this Agreement until such time new Youth Treatment Guidelines are established

and adopted. No formal amendment of this contract is required for new guidelines to apply.

43. CONTRACTOR CHANGE IN SERVICE OR LOCATION

CONTRACTOR shall ensure that any reduction of covered services or relocations are not implemented until approval is issued by DHCS. CONTRACTOR must submit a new DMC certification application to the DHCS Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

CONTRACTOR shall notify COUNTY when its license, registration, certification, or approval to operate a SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

44. MEDICATION ASSISTED TREATMENT

CONTRACTORS that do not provide medication assisted treatment shall have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. CONTRACTOR staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign 42 CFR part 2 Compliant Releases of Information for this purpose.

45. EVIDENCE BASED PRACTICES (EBP)

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

46. COORDINATION AND CONTINUITY OF CARE WITH MANAGED CARE PLANS

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

47. POSTSERVICE POSTPAYMENT AND POSTSERVICE PREPAYMENT (PSPP)

DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of contracted DMC providers to determine

whether the DMC services were provided. DHCS shall issue the PSPP report to the COUNTY with a copy to CONTRACTOR. CONTRACTOR shall ensure any deficiencies are remediated and COUNTY shall attest the deficiencies have been remediated.

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

48. DRUG SCREENING

Where drug screening by urinalysis is deemed medically appropriate, CONTRACTOR shall establish procedures which protect against the falsification and/or contamination of any urine sample and document urinalysis results in the beneficiary's file.

49. TREATMENT RECORDING REQUIREMENTS

CONTRACTOR shall comply with the requirements outlined in the Intergovernmental Agreement, Exhibit A, Attachment I, Section PP, regarding admission, assessment, beneficiary record, medical necessity and diagnosis, physical examination, treatment plan, sign-in sheets, progress notes, continuing services, and discharge.

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

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

A. Trading Partner Requirements

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

51. PARITY IN MENTAL HEALTH AND SUBSTANCE USE DISORDER BENEFITS

A. General Parity Requirement

CONTRACTOR shall not impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the State-County Contract.

CONTRACTOR shall not apply any financial requirement or treatment limitation to substance use disorder services in any classification of benefit that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification of benefit furnished to beneficiaries (whether or not the benefits are furnished by the CONTRACTOR). (42 CFR 438.910(b)(1))

CONTRACTOR shall provide substance use disorder services to beneficiaries in every classification in which medical/surgical benefits are provided. (42 CFR 438.910(b)(2))

B. Quantitative Limitations

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

C. Non-Quantitative Limitations

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

CONTRACTOR shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for substance use disorder services that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits. (42 CFR §438.910(d)(3))

52. ACCESSIBILITY CONSIDERATIONS

CONTRACTOR shall ensure that their health programs or activities provided through electronic and information technology are accessible to beneficiaries with disabilities, unless doing so would result in undue financial and administrative burdens or a fundamental alteration in the nature of the health programs or activities. When undue financial and administrative burdens or a fundamental alteration exist, CONTRACTOR shall provide information in a format other than an electronic format that would not result in such undue financial and administrative burdens or a fundamental alteration but would ensure, to the maximum extent possible, that beneficiaries with disabilities receive the benefits or services of the health program or activity that are provided through electronic and information technology.

CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless CONTRACTOR can demonstrate that making the modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term "reasonable modifications" shall be interpreted in a manner consistent with the term as set forth in the ADA Title II regulation at 28 CFR 35.130(b)(7).

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: _____

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

OATH OF CONFIDENTIALITY

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

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

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

I hereby certify my understanding of the need to:

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

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

Agency Name: _____

Signature: _____

Date: _____