

AMENDMENT II TO AGREEMENT

THIS AMENDMENT II (hereinafter "Amendment") is dated April 11, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and each Contractor listed in Exhibit A-I, "Drug Medi-Cal Services Vendor List," attached hereto and by this reference incorporated herein (hereinafter collectively referred to as "CONTRACTOR"), and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 22-176, effective July 1, 2022 and COUNTY Amendment No. 23-016, effective January 3, 2023 (hereinafter collectively referred to as "Agreement") wherein CONTRACTOR agreed to provide Drug Medi-Cal (DMC) Substance Use Disorder (SUD) treatment services; and

WHEREAS, the California Department of Health Care Services (DHCS) has issued new State-mandated requirements; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement, regarding changes as stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That Section One (1) of the Agreement, beginning on Page One (1), Lines Twenty-Two (22) through Page Three (3), Line Eighteen (18), is deleted in its entirety and replaced with the following:

"1. SERVICES

A. CONTRACTOR shall fulfill all the responsibilities of providing Drug Medi-Cal substance use disorder treatment services at State certified locations to eligible persons served of Fresno County, as identified in this Agreement, including all Exhibits, incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall provide services as described in Exhibit B, Modality of

1 Service Descriptions, attached hereto and incorporated by this reference.

2 C. CONTRACTOR shall comply with requirements stated within the
3 Intergovernmental Agreement as listed in Revised Exhibit C, Drug Medi-Cal Specific Requirements,
4 attached hereto and by this reference incorporated herein; and with all other provisions set forth in the
5 Intergovernmental Agreement, made available by the Department of Behavioral Health (DBH) at the
6 following web address and by this reference incorporated herein:

7 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
8 [providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). CONTRACTOR is referred to therein as “Subcontractor”
9 and COUNTY is referred to therein as “Contractor.”

10 D. CONTRACTOR shall comply with the Fresno County Substance Use Disorder
11 (FCSUD) Provider Manual, herein after referred to as the “Provider Manual” and by this reference
12 incorporated herein, available at the DBH website at:

13 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
14 [providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). No formal amendment of this agreement is required for
15 changes to the Provider Manual to apply.

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

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

- 1 1) Outpatient and Intensive Outpatient within ten (10) business days;
- 2 2) Opioid Treatment Programs (OTP) within three (3) business days; and
- 3 3) Residential services within ten (10) business days.
- 4 4) Contractors shall comply with reporting requirements of Court or Probation
- 5 relating to beneficiary status change and treatment progress if an appropriate
- 6 Release of Information (ROI) is in place.

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

13 H. CONTRACTOR's staff will be required to attend regularly occurring meetings
14 such as Cultural Humility Committee and All-Provider Meetings and trainings on an as-needed basis,
15 which includes but is not limited to, trainings related to SUD treatment, fiscal processes, cultural
16 competency, compliance, quality improvement and reporting requirements. Refer to the Annual
17 Provider Training Plan available on the provider webpage at:
18 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
19 [providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)

20 I. CONTRACTOR shall ensure staff, including all subcontracted staff providing or
21 administering the SUD services are trained on the compliance requirements of applicable statutes,
22 regulations and relevant Behavioral Health Information Notices (BHINs) prior to the delivery of
23 services. CONTRACTOR shall ensure all staff administering services meet California State education,
24 training and work experience requirements set forth in the Counselor Certification Regulations, Cal
25 Code Regs, tit. 9, div. 4, chapter 8 and have completed American Society of Addiction Medicine
26 (ASAM) foundational training. Ongoing training on requirements shall be complete per the Fresno
27 County SUD Annual Training Plan available on the provider webpage at:
28 <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract->

1 providers/substance-use-disorder-providers.

2 J. CONTRACTOR shall ensure that all personnel who provide Withdrawal
3 Management (WM) services or who monitor or supervise the provision of such services shall meet
4 additional state-mandated training requirements:

5 1.) Six (6) hours of orientation training that covers the needs of residents who
6 receive WM services.

7 2.) Repeating the orientation training fourteen (14) calendar days of return if
8 staff is returning to work after a break in employment of more than 180
9 consecutive calendar days;

10 3.) On an annual basis, completing eight (8) hours of training that covers the
11 needs of residents who receive WM services.”

12 2. That Section Four (4) on Page Five (5) of the Amended Agreement 23-016 is deleted in
13 its entirety and replaced with the following:

14 “6. **INVOICING**

15 A. **DMC SERVICES** - COUNTY agrees to pay CONTRACTOR and
16 CONTRACTOR agrees to receive compensation at negotiated DMC rates for DMC covered services
17 described in Amended Exhibit B, Modality of Service Descriptions. CONTRACTOR shall enter billing
18 information into the COUNTY’s designated information system by the fifteenth (15th) of every month.
19 Billing process shall be in accordance with the DHCS DMC Billing Manual, and by this reference
20 incorporated herein, available at the DBH website at
21 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
22 [providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)

23 In addition to billing, non-NTP CONTRACTOR(S) shall submit on a monthly basis by
24 the twenty-fifth (25th), an Operational Expense Report, per modality of service, along with a general
25 ledger, payroll register and supporting documentation for any line items selected. For the purposes of
26 verifying that costs are allowable and equitable, CONTRACTOR shall submit any additional
27 documentation as deemed necessary by DBH. Non-NTP CONTRACTORS are all CONTRACTORS
28 that are not DEA licensed Narcotic Treatment Programs.

1 CONTRACTOR shall use the accrual method of accounting in preparation of all
2 financial documents, forms, and reports. Accounting must be in accordance with Generally Accepted
3 Accounting Principles.

4 B. CONTINGENCY MANAGEMENT STARTUP FUNDS - COUNTY agrees to pay
5 CONTRACTOR(S) and CONTRACTOR(S) agrees to accept reimbursement for expenses approved
6 under the Contingency Management Startup Funds Request for Applications (RFA) in amounts not to
7 exceed provider budgets in Exhibit E2 for costs incurred between November 1, 2022 through March
8 31, 2023. The County will make the Contingency Management Pilot Program Startup Funds RFA
9 available upon request for the term of the Agreement. Costs not approved through the RFA will be
10 withheld from CONTRACTOR reimbursement.

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

21 D. COUNTY's DBH shall invoice CONTRACTOR on an annual basis the amount of
22 \$75 per clinical position to access The Change Companies ASAM training modules which are required
23 to be completed upon hire and prior to delivering clinical services then annually thereafter."

24 3. That Section Ten (10) of the Agreement, beginning on Page Nine (9), Line Twenty-one
25 (21) through Page Ten (10), Line Four (4), is deleted in its entirety and replaced with the following:

26 **"10. PROHIBITION ON PUBLICITY**

27 None of the funds, materials, property or services provided directly or indirectly under
28 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,

1 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
2 Notwithstanding the above, publicity of the services described in Section One (1), SERVICES, of this
3 Agreement shall be allowed as necessary to raise public awareness about the availability of such
4 specific services when approved in advance by the DBH Director, or his or her designee, and at a cost
5 to be provided for such items as written/printed materials, the use of media (i.e., radio, television,
6 newspapers) and any other related expense(s). Communication products must follow DBH graphic
7 standards, including typefaces and colors, to communicate our authority and project a unified brand.
8 This includes all media types and channels and all materials on and offline that are created as part of
9 DBH's efforts to provide information to the public.

10 CONTRACTOR shall notify COUNTY of any community event of which CONTRACTOR
11 is the primary organizer at least thirty (30) days in advance of said event. CONTRACTOR shall
12 disclose and supply COUNTY with all written/printed/digital materials and media used in the marketing
13 and operation of this event. CONTRACTOR shall provide all materials to COUNTY at least two weeks
14 prior to the date of the event. COUNTY reserves the right to review and approve all CONTRACTOR
15 submitted materials.”

16 4. That Section Four (4) on Page 6 of the Amended Agreement 23-016 be deleted in its
17 entirety and replaced with the following:

18 **“18. INSURANCE**

19 CONTRACTOR shall comply with all the insurance requirements in Exhibit P to this
20 Agreement. Exhibit P is attached and incorporated by this reference.”

21 5. That Section Nineteen (19), of the Agreement beginning on Page Eighteen (18), Line
22 Twenty-two (22) through Page Nineteen (19), Line Six (6), is deleted in its entirety and replaced with
23 the following:

24 **“19. HOLD HARMLESS**

25 The Contractor shall indemnify and hold harmless and defend the County (including its
26 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
27 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County,
28 the Contractor, or any third party that arise from or relate to the performance or failure to perform by

1 the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The
2 County may conduct or participate in its own defense without affecting the Contractor's obligation to
3 indemnify and hold harmless or defend the County. This clause survives the termination of this
4 Agreement.”

5 6. That Section Twenty-Two (22) of the Agreement beginning on Page Twenty-One (21),
6 Line Fifteen (15) and ending on Page Twenty-Two (22), Line Four (4) be deleted in its entirety and
7 replaced with the following:

8 **“22. EVALUATION - MONITORING**

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

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

19 COUNTY shall recapture from CONTRACTOR the value of any services or other
20 expenditures determined to be ineligible based on the COUNTY or State monitoring results. The
21 COUNTY reserves the right to enter into a repayment agreement with CONTRACTOR, with total
22 monthly payments not to exceed twelve (12) months from the date of the repayment agreement, to
23 recover the amount of funds to be recouped. The COUNTY has the discretion to extend the repayment
24 plan up to a total of twenty- four (24) months from the date of the repayment agreement. The
25 repayment agreement may be made with the signed written approval of COUNTY's DBH Director, or
26 his or her designee, and respective CONTRACTOR through a repayment agreement. The monthly
27 repayment amounts may be netted against the CONTRACTOR's monthly billing for services rendered
28 during the month, or the COUNTY may, in its sole discretion, forego a repayment agreement and

1 recoup all funds immediately. This remedy is not exclusive, and COUNTY may seek recoupment from any
2 other means, including, but not limited to, a separate contract or agreement with CONTRACTOR.

3 A. QUALITY IMPROVEMENT

4 CONTRACTORS shall participate in ongoing quality assessment and performance
5 improvement programs (PIPs) consistent with requirements contained within the DMC
6 Intergovernmental Agreement that focus on both clinical and nonclinical areas. Each performance
7 improvement project shall be designed to achieve significant improvement, sustained over time, in
8 health outcomes and satisfaction of persons served. All performance improvement projects shall
9 contain the following elements:

- 10 1) Measurement of performance using objective quality indicators.
- 11 2) Implementation of interventions to achieve improvement in the access to and
12 quality of care.
- 13 3) Evaluation of the effectiveness of the interventions based on the
14 performance measures.
- 15 4) Planning and initiation of activities for increasing or sustaining improvement.

16 CONTRACTOR shall report the status and result of each PIP to COUNTY as
17 requested, within the timeframe specified by COUNTY.

18 COUNTY shall establish a QI Committee to review the quality of SUD treatment
19 services provided to persons served. The QI Committee shall recommend policy decisions; review and
20 evaluate the results of QI activities, including performance improvement projects; institute needed QI
21 actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding
22 decisions and actions taken. CONTRACTORS shall actively participate in quality improvement
23 trainings, meetings, and committees on an as needed basis. “

24 7. That Section Twenty-Seven (27) of the Agreement beginning on Page Twenty-Eight
25 (28), Line Six (6) and ending on Page Twenty-Nine (29), Line Twenty-Two (22) be deleted in its
26 entirety and replaced with the following:

27 “27. DATA SECURITY

28 CONTRACTOR shall comply with all the data security requirements in Exhibit Q to this

1 Agreement. Exhibit Q is attached and incorporated by this reference.”

2 8. That all references in the Agreement to “Exhibit A” and “Revised Exhibit A” shall be
3 deemed references to “Exhibit A-I”, attached and incorporated by this reference.

4 9. That all references in the Agreement to “Exhibit B” and “Amended Exhibit B” shall be
5 deemed references to “Exhibit B-I”, attached and incorporated by this reference.

6 10. That all references in the Agreement to “Exhibit C” shall be deemed references to
7 “Exhibit C-I”, attached and incorporated by this reference.

8 11. That all references in the Agreement to “Exhibit E” and “Amended Exhibit E1” shall be
9 changed to read “Exhibit E1-I”, attached and incorporated by this reference.

10 12. The parties agree that this Amendment may be executed by electronic signature as
11 provided in this section. An “electronic signature” means any symbol or process intended by an
12 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
13 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
14 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
15 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
16 signature of the person signing this Amendment for all purposes, including but not limited to
17 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as
18 the valid original handwritten signature of that person. The provisions of this section satisfy the
19 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
20 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
21 signature represents that it has undertaken and satisfied the requirements of Government Code
22 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
23 upon that representation. This Amendment is not conditioned upon the parties conducting the
24 transactions under it by electronic means and either party may sign this Amendment with an original
25 handwritten signature.

26 13. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend the
27 Agreement and, that upon execution of this Amendment, the Agreement, Amendment I and this
28 Amendment II together shall be considered the Agreement.

1 14. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
2 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
3 in full force and effect.

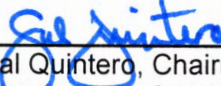
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II as of the day and
2 year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

4
5
6 SEE FOLLOWING SIGNATURE PAGES



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

14
15
16 By: 
17 Deputy

18 FOR ACCOUNTING USE ONLY:

19
20 Fund: 0001
21 Subclass: 10000
22 ORG: 56302081
23 Account: 7295/0
24
25
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28

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **AEGIS TREATMENT CENTERS, LLC.**

By *Susan D. Hoeflich*

Print Name: Susan D. Hoeflich

Title: VP, Managed Care
Chairman of the Board, President, or Vice President

Date: 3/17/2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **BAKERSFIELD RECOVERY SERVICE, INC.**

By: Stephenie Carroll

Print Name: Stephenie Carroll

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

Date: 3/8/2023

By: [Signature]

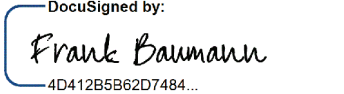
Print Name: Thomas L. Pasch

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

Date: 3-8-23

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **BAYMARK HEALTH SERVICES, INC.**
dba ADDICTION RESEARCH AND TREATMENT, INC.
dba MEDMARK TREATMENT CENTERS – WEST SHAW, INC.

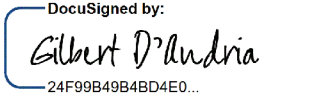
By  _____

Print Name: Frank Baumann

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

3/15/2023

Date: _____

By  _____

Print Name: Genco Gilberto D'Andria

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

3/16/2023

Date: _____

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

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

By *Jal White*

Print Name: *JAL WHITE*

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

Date: *3/21/23*

By *Barbara A White*

Print Name: *BARBARA A WHITE*

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

Date: *3/21/2023*

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

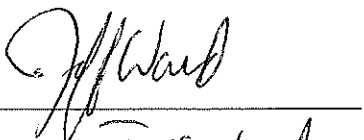
Provider: **COMPREHENSIVE ADDICTION PROGRAMS INC.**

By  _____

Print Name: Joshua Richtel

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

Date: 3/16/23

By  _____

Print Name: Jeff Ward

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

Date: 3/16/23

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.


Provider: **DELTA CARE, INC.**

By 

Print Name: RITA ENUNWA

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

Date: 3-21-2023

By 

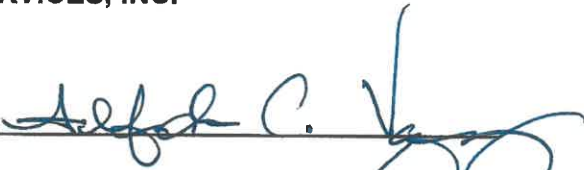
Print Name: DR FELIX ENUNWA

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

Date: 3-21-2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

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

By 

Print Name: ALFREDO C. VASQUEZ

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

Date: 3/11/23

By 

Print Name: Domingo Zapata

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

Date: 3/13/23

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

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

By Suzanne Kofkin-Jaszi

Print Name: Suzanne Kofkin-Jaszi

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

Date: 3/14/2023

By Donald Lisle

Print Name: Donald Lisle

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

Date: 3/14/2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **KINGS VIEW**

By  A04F817F73914D5...

Print Name: Amanda Nugent Divine

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

Date: 3/23/2023

By  79925D1D4D8C40B...

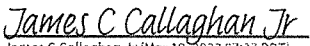
Print Name: Michael Kosareff

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

Date: 3/23/2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.


Provider: **MENTAL HEALTH SYSTEMS, INC.
dba TURN Behavioral Health Services**

By  James C Callaghan Jr (Mar 19, 2023 07:37 PDT)

Print Name: James C Callaghan Jr

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

Date: Mar 19, 2023

By  tracey mcdermott (Mar 20, 2023 13:54 PDT)

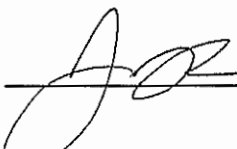
Print Name: tracey mcdermott

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

Date: Mar 20, 2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **PRODIGY HEALTHCARE, INC.**

By  _____

Print Name: Jagdeep Dhandra

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

Date: 3/21/2023

By  _____

Print Name: Navdeep Sanghera

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

Date: 3/21/2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

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

By Michael der Manuel

Print Name: MICHAEL DER MANOUEL

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

Date: 3/21/23

By Fred Olmstead

Print Name: FRED OLMSTEAD

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

Date: 3/21/23

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

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

By Raymond Banks

Print Name: Ray Banks

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

Date: 3/21/2023

By Will Goodall

Print Name: Will Goodall

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

Date: 3/21/2023

The parties are signing this Amendment II to Agreement No. 22-176 on the date stated in the introductory clause.

Provider: **WESTCARE CALIFORNIA, INC.**

By Shawn L. Jenkins

Print Name: Shawn Jenkins

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

Date: 03/17/2023

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

By Jim Hanna

Print Name: Jim Hanna

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

Date: 03/10/2023

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Fresno County Department of Behavioral Health
Drug Medi-Cal Services Vendor List

VENDOR	CONTACT	PHONE NUMBER	TYPE OF BUSINESS
BayMark Health Services, Inc. Addiction Research and Treatment, Inc. MedMark Treatment Centers – Fresno West, Inc. Remit to: 1720 Lakepointe Drive #117 Lewisville, Tx 75057	Regional Vice President Dawn Groendyke	(707) 290-0670	For Profit Corporation
Aegis Treatment Centers, LLC. Remit to: 7246 Remmet Ave. Canoga Park, Ca 91303	Regional Director	(818) 206-0360	Limited Liability Company
Bakersfield Recovery Services Inc. Remit to: PO Box 3218 Bakersfield, CA 93385	Executive Director Eric Sanders	(661) 325-1817	501(c)3 Non-Profit Corporation
Central California Recovery, Inc. Remit to: 1204 W. Shaw Ave. #102 Fresno, CA 93711	President Dale White	(559) 273-2942 (559) 681-1947	501(c)3 Non-Profit Corporation
Comprehensive Addiction Programs, Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, CA 93706	Executive Director	(559) 492-1373	501(c)3 Non-Profit Corporation
Delta Care, Inc. Remit to: 4705 N. Sonora Ave #113 Fresno, Ca 93722	Executive Director	(559) 276-7558	501(c)3 Non-Profit Corporation
Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc. Remit to: 1803 Broadway St. Fresno, Ca 93721	Executive Director Domingo Zapata	(559) 268-6480	501(c)3 Non-Profit Corporation
Fresno New Connections, Inc. Remit to: 4411 N. Cedar Ave. #108 Fresno, CA 93726	Executive Director Carrie Christensen	(559) 248-1548	501(c)3 Non-profit Corporation
Kings View Remit to: 7170 N. Financial Drive, #110 Fresno, CA 93720	Chief Financial Officer	(559)251-0100 x3011	501(c)3 Non-profit Corporation
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	CEO James Callaghan CFO Joelle Verbestel	(858) 573-2600	501(c)3 Non-profit Corporation
Prodigy Healthcare, Inc. Remit to: P.O. Box 820 Fowler, Ca 93625	President J.D. Dhanda	(559) 892-9452	For Profit Corporation
Promesa Behavioral Health Remit to: 7120 N. Marks Ave, #110 Fresno, Ca 93711	CEO Lisa Weigant	(559) 439-5437	501(c)3 Non-profit Corporation
Turning Point of Central California, Inc. Remit to: PO Box 7447 Visalia, CA 93290	Chief Executive Officer	(559) 732-8086	501(c)3 Non-profit Corporation
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	Chief Operating Officer Shawn A. Jenkins	(559) 251-4800	501(c)3 Non-profit Corporation

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

**Fresno County, Department of Behavioral Health
Drug Medi-Cal Organized Delivery System
Modality of Service Descriptions**

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

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

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

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

DRUG MEDI-CAL SERVICES:

EARLY INTERVENTION SERVICES (ASAM LEVEL 0.5)

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

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

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

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

OUTPATIENT SERVICES (ASAM LEVEL 1.0)

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

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

Outpatient services include the following service components:

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

INTENSIVE OUTPATIENT SERVICES (ASAM LEVEL 2.1)

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

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

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

OPIOID (NARCOTIC) TREATMENT PROGRAMS (ASAM LEVEL 1.0)

Narcotic treatment program services shall be provided in accordance with Title 9, Division 4, Chapter 4 and CFR 42.

Narcotic Treatment Programs (NTP), also known as Opioid Treatment Programs (OTP), are outpatient programs that provide Food and Drug Administration (FDA)-approved medications and biological products to treat SUDs when ordered by a physician as medically necessary.

NTPs are required to administer, dispense, or prescribe medications to persons served covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), disulfiram, and naloxone. NTPs may also prescribe the medication for dispensing at a pharmacy. The medical evaluation for methadone treatment must be conducted in-person.

Persons served in OTP/NTP settings shall be offered no less than fifty (50) minutes of counseling services per calendar month although additional services may be provided based on medical necessity. Counseling services provided in the NTP modality can be provided in person, by telehealth or by telephone.

NTP services include the following service components:

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

PERINATAL/NON-PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES (EXCLUDING ROOM AND BOARD) (ASAM LEVELS 3.1, 3.3 and 3.5)

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

- Level 3.1 - Clinically Managed Low-Intensity residential Services.
- Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Services.
- Level 3.5 - Clinically Managed High Intensity Residential Services.

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

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

The length of stay in a short-term residential setting shall be determined by individualized clinical need. The statewide goal for the average length of stay for residential treatment services

is 30 days. Services must include preparation for a step down to a less intensive level of care, when clinically appropriate. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment. Nothing in the DMC-ODS or in this paragraph overrides any EPSDT requirements.

Residential contractor(s) must seek prior authorization for residential treatment services upon admission and prior to the expiration of each authorized treatment period. Treatment authorization request processes can be found in the Fresno County SUD Provider Manual.

Residential services include the following service components:

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

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

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

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

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

Withdrawal management (WM) services are prescribed based the ASAM criteria. Contractor(s) shall ensure persons served receiving both residential and outpatient WM services are monitored

during the detoxification process. Withdrawal Management Services may be provided in an outpatient or residential setting.

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

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

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

Withdrawal Management services include the following service components:

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

MEDICATION ASSISTED TREATMENT (MAT)

Medication for addiction treatment includes all FDA-approved medications and biological products to treat Alcohol Use Disorders (AUD), Opioid Use Disorders (OUD) and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of another level of care.

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

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

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

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

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

CONTINGENCY MANAGEMENT (RECOVERY INCENTIVES)

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

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

In the Fall of 2022, CM will be piloted in select DMC-ODS counties, including Fresno County, as an optional DMC benefit. CM will initially be available through DMC certified outpatient providers that opted into participation during the pilot. Following the conclusion of the CM pilot on March 31, 2024, opting in will become available to all outpatient programs so long as DHCS adds CM as a permanent Medi-Cal benefit.

CARE COORDINATION SERVICE (formerly Case Management)

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

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

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

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

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

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

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

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

PEER SUPPORT SERVICES (Available following completion of Fresno County opt-in)

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

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

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

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

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

Peer Support Specialists are individuals in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and working under the direction of a Behavioral Health Professional. Behavioral Health Professionals must be licensed, waived, or

registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified DMC provider.

RECOVERY SERVICES

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

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

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

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

Recovery Services shall include the following service components:

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

CLINICIAN CONSULTATION (formerly Physician Consultation)

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

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

NON-DMC FUNDED SERVICES:

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

- Early Intervention Services
- Outpatient
- Intensive Outpatient
- Medication Assisted Treatment
- Residential treatment, including Withdrawal Management
- Care Coordination
- Peer Support Services
- Recovery Services
- Clinician Consultation

Room and Board for Residential Treatment and Withdrawal Management services is not eligible for reimbursement through DMC. These costs will be covered with other non-DMC funding sources.

DRUG MEDI-CAL INTERGOVERNMENTAL AGREEMENT REQUIREMENTS

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

1. ADMISSION 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 follow all Federal and State civil rights laws. CONTRACTOR shall not unlawfully discriminate, exclude people, or treat them differently, on any ground protected under Federal or State law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation and will not use any policy or practice that has the effect of discriminating on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

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

2. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES

CONTRACTOR agrees that COUNTY, DHCS, CMS, the Office of the 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, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid related activities are conducted. If COUNTY, DHCS, or HHS Inspector General determines there is a reasonable possibility of fraud risk, the COUNTY, DHCS, or the HHS Inspector General may inspect, evaluate, and audit CONTRACTOR at any time. 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.

3. SUBCONTRACTUAL REQUIREMENTS

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

Agreement obligations. CONTRACTOR shall comply with all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions.

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

4. STATE ALCOHOL AND DRUG REQUIREMENTS

A. RECORDKEEPING REQUIREMENTS

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

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

3) CONTRACTOR shall retain all person served grievance and appeals records in 42 CFR §438.416, and the data, information, and documentation specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years.

C. ACCESS AND CULTURAL CONSIDERATIONS

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

D. CONFIDENTIALITY

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

E. 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.

5. GRIEVANCE AND APPEALS RECORDKEEPING REQUIREMENTS

CONTRACTOR shall retain person served grievance and appeal records as referenced in 42 CFR §438.416, for a period of no less than ten (10) years. Person served grievance and appeal data shall include a general description of the reason for the grievance or appeal, the date the grievance or appeal was received, the date of each review or, if applicable, review meeting, the resolution and date of resolution at each level of the grievance or appeal

and the name of the covered person for whom the grievance or appeal was filed. The record must be accurately maintained in a manner accessible to DHCS and available upon request to CMS

6. MEMBER HANDBOOK

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

7. TIMELY ACCESS COVERAGE AND 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 persons served or comparable to Medicaid FFS, if CONTRACTOR serves only Medicaid persons served. 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 services included in this agreement are available 24 hours a day, 7 days a week when medically necessary.

Initial Assessment and Services Provided During the Assessment Process:

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

DMC-ODS Access for Persons Served After Assessment:

A. For persons served 21 years and older, to qualify for DMC-ODS services after the initial assessment process, persons served 21 years of age and older shall meet one of the following criteria:

- 1) Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, or
- 2) Have had at least one diagnosis from the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

B. Persons served under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT service

C. Consistent with W&I Code section 14184.402(f), covered SUD prevention, screening, assessment, and treatment services are Medi-Cal reimbursable when:

- 1) Services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS criteria are met.
 - i. Clinically appropriate and covered DMC-ODS services provided to persons served over 21 shall be reimbursable during the assessment process as described above. In addition, the Contractor shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment determines that the person served does not meet the DMC-ODS access criteria after assessment.
 - ii. This does not eliminate the requirement that all Medi-Cal claims, including DMCODS claims, include a CMS approved International Classification of Diseases, Tenth Revision (ICD-10) diagnosis code as described in applicable DHCS guidance. In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list, for example, codes for "Other specified" and "Unspecified" disorders," or "Factors influencing health status and contact with health services".
- 2) Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan;

- 3) The person served has a co-occurring mental health condition.

8. **NETWORK ADEQUACY REQUIREMENTS**

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

A. Provide or arrange for the provision of covered substance use disorder services in a timely manner appropriate for the nature of the person served condition consistent with good professional practice (H&S Code section 1367.03(a)(1)).

B. Establish and maintain provider networks, policies, procedures, and quality assurance monitoring systems and processes sufficient to ensure compliance with this clinical appropriateness standard (H&S Code section 1367.03(a)(1)).

C. Ensure that all processes necessary to obtain covered substance use disorder services, including, but not limited to, prior authorization processes, are completed in a manner that assures the provision of covered substance use disorder services to a person served in a timely manner appropriate for the individual's condition and in compliance with H&S Code section 1367.03 (H&S Code section 1367.03(a)(2)).

D. Ensure that, if it is necessary for CONTRACTOR or a person served to reschedule an appointment, the appointment is promptly rescheduled in a manner that is appropriate for the persons served's health care needs, and ensures continuity of care consistent with good professional practice, and consistent with H&S Code section 1367.03 and the regulations adopted thereunder (H&S Code section 1367.03(a)(3)).

E. Ensure that interpreter services required by H&S Code section 1367.04 of and Cal. Code Regs., tit. 28, §1300.67.0428 are coordinated with scheduled appointments for covered substance use disorder services in a manner that ensures the provision of interpreter services at the time of the appointment without imposing delay on the scheduling of the appointment (H&S Code section 1367.03(a)(4)).

F. Ensure a non-urgent appointment with a non-physician substance use disorder provider within ten business days of the request for the appointment (H&S Code section 1367.03(a)(5)(E)), except under the following circumstances:

- 1) The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the individual's health (H&S Code section 1367.03(a)(5)(H)).
- 2) Preventive care services and periodic follow-up care, including standing referrals to specialists for chronic conditions, periodic office visits to monitor and treat pregnancy, cardiac, mental health, or substance use disorder conditions, and laboratory and radiological monitoring for recurrence of disease, may be

scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice (H&S Code section 1367.03(a)(5)(I)).

G. Ensure that, commencing July 1, 2022, non-urgent follow up appointments with a non-physician substance use disorder provider: within ten business days of the prior appointment for those undergoing a course of treatment for an ongoing substance use disorder condition (H&S Code section 1367.03(a)(5)(F)), except under the following circumstance:

- 1) The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the individual's health (H&S Code section 1367.03(a)(5)(H)).

H. Arrange for the coverage through the Managed Care Plans in accordance with subdivision H&S Code section 1374.72(d) to ensure timely access to medically necessary covered substance use disorder services that are not available in network within the geographic and timely access standards set by law or regulation (H&S Code section 1367.03(a)(7)(B)).

9. PERSON SERVED RIGHTS AND PROTECTIONS

CONTRACTOR shall comply with any applicable Federal and state laws that pertain to person served rights and shall ensure that its employees observe and protect those rights. CONTRACTOR shall have written policies guaranteeing the person served's rights specified in 42 CFR 438.100.

10. PROVIDER-PERSON SERVED COMMUNICATIONS

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

11. LIABILITY FOR PAYMENT

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

- A. CONTRACTOR's debts, in the event of the CONTRACTOR's insolvency.

B. Covered services provided to the person served for which the state does not pay the CONTRACTOR or the COUNTY does not pay the individual or health care provider that furnished the service under a contractual referral or other obligation.

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

12. 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 person served has an ongoing source of care appropriate to his or her needs and shall ensure a person or entity within their organization is formally designated as primarily responsible for coordinating the services accessed by the person served. The person served shall be provided information on how to contact their case manager. CONTRACTOR shall coordinate services between levels of care, with services the person served receives from any other managed care organization and the services the person served receives from community and social support providers. Care coordination efforts shall be accurately documented in person served's chart to be verified during COUNTY chart audits conducted at least annually.

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

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

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

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

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

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

B. CONTRACTOR's care coordinators shall ensure transitions to other LOCs occur no later 10 days from the time of assessment or reassessment with no interruption of current treatment services.

C. The initial treating provider shall be responsible for arranging care coordination services and communicating with the next provider to ensure smooth transitions between LOCs.

13. AUTHORIZATION OF SERVICES

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

14. 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.

15. PERFORMANCE IMPROVING PROJECTS

CONTRACTOR shall PARTICIPATE, when requested by COUNTY, in 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.

16. GRIEVANCE

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

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

A. Perons Served's right to a State Fair Hearing and how to obtain a hearing as well as representation rules.

B. Person Served's right to file grievances and appeals, including the requirements and timeframes for filing.

C. Person Served's right to give written consent to allow CONTRACTOR or legal representative, acting on behalf of the person served, to file an appeal.

D. Person Served 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. Person Served's right to request continuation of benefits during an appeal or state fair hearing filing although the person served may be liable for the cost of any continued benefits if the action is upheld.

H. Any state determined contractor's appeal rights to challenge the failure of the COUNTY to cover a service.

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

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

CONTRACTOR shall retain information regarding data, information, and documentation for person served encounter data specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.

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

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

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

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.

18. PARITY IN MENTAL HEALTH AND SUBSTANCE USE DISORDDER 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 person served (whether or not the benefits are furnished by the CONTRACTOR). (42 CFR 438.910(b)(1))

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

B. Quantitative Limitations

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))

19. PERSON SERVED INFORMING AND TRANSLATION SERVICES

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

Nondiscrimination Notice:

A. CONTRACTOR shall post a DHCS-approved nondiscrimination notice that informs persons served, potential persons served, and the public about nondiscrimination, protected characteristics, and accessibility requirements and conveys the CONTRACTOR'S compliance with the requirements.

B. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to persons served, potential persons served, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

C. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the CONTRACTOR interacts with the public, and on the CONTRACTOR's website in a location that allows any visitor to the website to easily locate the information.

D. The nondiscrimination notice shall include all legally required elements under the applicable subsections of W&I Code section 14029.91 and Gov. Code section 11135.

E. The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.

F. CONTRACTOR is not prohibited from posting the nondiscrimination notice in additional publications and communications

Language Assistance Taglines

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

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

Language Assistance Services

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

A. CONTRACTOR shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to persons served. Key points of contact may include medical care settings and non-medical care settings.

B. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

C. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the CONTRACTOR is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The CONTRACTOR should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

D. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the

dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must:

- 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual;
- 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and
- 3) adhere to generally accepted interpreter ethics principles, including person served confidentiality.

E. If the CONTRACTOR provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the CONTRACTOR shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

F. CONTRACTOR is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated that they meet all the qualifications of a qualified interpreter listed above.

G. The CONTRACTOR is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available or the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the CONTRACTOR shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality.

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

to understand the information provided and the toll-free and TTY/TDY telephone number of COUNTY's member/customer service unit.

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

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

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

20. EFFECTIVE COMMUNICATION WITH INDIVIDUALS WITH DISABILITIES

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

Auxiliary aids and services include the following:

- A. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including realtime captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective telecommunications devices, videotext displays, accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
- B. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and

communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

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

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

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

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

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

- 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or,
- 2) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, CONTRACTOR shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. CONTRACTOR shall ensure that the refusal of free interpreter services and the individual's request to

use a family member, friend, or a minor child as an interpreter is documented.

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

21. CONTRACTOR SPECIFICATIONS

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

Profession staff is defined as any of the following:

- A. Licensed Practitioners of the Healing Arts (LPHA), including:
 - 1) Physicians
 - 2) Nurse Practitioners
 - 3) Physician Assistants
 - 4) Registered Nurses
 - 5) Registered Pharmacists
 - 6) Licensed Clinical Psychologists
 - 7) Licensed Professional Clinical Counselors
 - 8) Licensed Marriage and Family Therapists
 - 9) Licensed-eligible practitioners registered with the Board of Psychology or Behavioral Science Board working under the supervision of a licensed clinician
- B. An Alcohol or other drug (AOD) counselor that is either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.
- C. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.
- D. A Peer Support Specialist with a current State approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements

CONTRACTOR shall ensure that non-professional staff receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of

hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

22. MEDICAL NECESSITY

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

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

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

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

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

A. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Code section 14059.5(b)(1)).

B. Individuals over 21 must receive DMC-ODS services that are medically necessary. Pursuant to W&I Code section 14059.5(a), a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

23. ASAM REQUIREMENTS

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

CONTRACTOR and CONTRACTOR’s staff shall comply with obtaining ASAM Criteria training prior to providing services. CONTRACTOR shall ensure that, at minimum, staff conducting assessments complete ASAM trainings as described in the Staff Training Plan

available on the Provider website. CONTRACTOR shall maintain records of ASAM trainings in personnel files and will make these records available to COUNTY upon request.

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

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

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

If a person served withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.

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

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

24. OTHER HEALTH COVERAGE BILLING REQUIREMENTS

In the event that a person served 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.

25. 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. NTP CONTRACTOR shall submit cost reports to DHCS.

26. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment are available for Medicaid persons served with physical or mental disabilities in accordance with CFR Title 45, Part 84 and the Americans with Disabilities Act.

27. STATE PLAN COUNTIES NTP PERSONS SERVED

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

28. MEDICAL DIRECTOR REQUIREMENTS

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

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

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

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

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

29. DMC CERTIFICATION AND ENROLLMENT

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

- A. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
- B. Cal. Code Regs., tit. 22, Sections 51490.1(a);
- C. Exhibit A, Attachment I, Article III.XX – Requirements for Services;
- D. Cal. Code Regs., Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;
- E. Cal. Code Regs., tit. 22, Div. 3, chapter 3, §§ 51000 et. Seq; and
- F. W&I Code section 1 41 84.100 et seq.

30. PERINATAL CERTIFICATION REQUIREMENTS

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

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

31. 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.

32. CONTRACTOR DMC CERTIFICATION

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

33. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall develop a cultural competency plan and subsequent plan updates.

CONTRACTOR is responsible to provide culturally competent services. 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. Translation services shall be available for persons served, as needed.

34. ADDITIONAL AGREEMENT RESTRICTIONS

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

35. VOLUNTARY TERMINATION OF DMC-ODS SERVICE

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

36. NULLIFICATION OF DMC-ODS SERVICES

The parties agree that failure of COUNTY, or CONTRACTOR, to comply with W&I Code section 14124.24, 14184.100 *et seq.*, BHIN 21-075, as superseded by BHIN 23-001,

the Intergovernmental Agreement, and any other applicable statutes, regulations or guidance issued by DHCS, shall be deemed a breach that results in the termination of the State-County Intergovernmental Agreement for cause. In the event of a breach, the DMC-ODS services shall terminate. The COUNTY shall immediately begin providing DMC services to the person served in accordance with the State Plan.

37. 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.

38. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

CONTRACTOR agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (H&S Code section 11999-11999.3). By signing this Agreement, CONTRACTOR agrees that it shall enforce these requirements.

39. NONCOMPLIANCE WITH REPORTING REQUIREMENTS

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

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

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

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

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

A. Trading Partner Requirements

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

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

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

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

B. Concurrence for Test Modifications to HHS Transaction Standards

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

C. Adequate Testing

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

D. Deficiencies

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

E. Code Set Retention

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

F. Data Transmission Log

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

42. COUNSELOR CERTIFICATION

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

43. CULTURAL AND LINGUISTIC PROFICIENCY

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

44. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

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

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

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

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

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

45. PARTICIPATION IN THE COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

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

46. ADOLESCENT BEST PRACTICES GUIDELINES

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

47. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

48. 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.

49. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

A. Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

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

C. Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with §10800.

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

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.

50. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS

If a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend CONTRACTOR from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about CONTRACTOR's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The COUNTY is to withhold payments from a DMC provider during the time a Payment Suspension is in effect. COUNTY has executed a Confidentiality Agreement that permits DHCS to communicate with COUNTY concerning CONTRACTOR(S) that are subject to administrative sanctions.

51. GRIEVANCE

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

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

A. Perons Served's right to a State Fair Hearing and how to obtain a hearing as well as representation rules.

B. Person Served's right to file grievances and appeals, including the requirements and timeframes for filing.

C. Person Served's right to give written consent to allow CONTRACTOR or legal representative, acting on behalf of the person served, to file an appeal.

D. Person Served 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. Person Served's right to request continuation of benefits during an appeal or state fair hearing filing although the person served may be liable for the cost of any continued benefits if the action is upheld.

H. Any state determined contractor's appeal rights to challenge the failure of the COUNTY to cover a service.

52. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall develop a cultural competency plan and subsequent plan updates.

CONTRACTOR is responsible to provide culturally competent services. 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. Translation services shall be available for persons served, as needed

53. MEDICATION ASSISTED TREATMENT

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

54. EVIDENCE BASED PRACTICES (EBP)

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

reviews. CONTRACTOR shall ensure that staff are internally monitored for training, quality of delivery and fidelity of Evidence Based Practices.

55. MEDI-CAL ELIGIBILITY VERIFICATION

CONTRACTOR shall be responsible for verifying the Medi-Cal eligibility of each person served 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 person served are described in the DHCS DMC Provider Billing Manual available on the Provider webpage at: <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers>

56. POSTSERVICE POSTPAYMENT AND POSTSERVICE PREPAYMENT (PSPP)

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

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

57. CONTROL REQUIREMENTS

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

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

- A. HSC, Division 10.5, Part 2, commencing with Section 11760;
- B. California Code of Regulations (CCR), Title 9, Division 4, Chapter 8, commencing with Section 13000;
- C. Government Code Section 16367.8
- D. 42, CFR, Sections 8.1 through 8.6.
- E. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- F. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

G. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act Amendments of 1996);

H. 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and

CONTRACTOR shall be familiar with the above requirements and must incorporate these requirements into written policies and procedures, as applicable.

58. PERFORMANCE REQUIREMENTS

CONTRACTOR shall ensure that in planning for the provision of services, the following barriers to services are considered and addressed:

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

59. PERINATAL PRACTICE GUIDELINES

CONTRACTOR shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to the Intergovernmental Agreement as Document 1G, incorporated by reference. CONTRACTOR shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

60. COORDINATION AND CONTINUITY OF CARE WITH MANAGED CARE PLANS

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

61. 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 person served shall attach an explanation to this Agreement.

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

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

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

62. 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.

63. 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.

64. 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.

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

	15-Minute Unit							Day Rate		
	OPT	IOT	Care Coordination	Recovery Services	Clinician Consultation	MAT	Contingency Management	Withdrawal Management	Residential 3.1	Residential 3.5
APPROVED MAXIMUM UOS RATE	51.00	53.85	51.45	52.05	153.60	153.60	39.42	164.24	185.13	188.52
COUNTY APPROVED PROVIDER RATES:										
Bakersfield Recovery, Inc. - Jason's Retreat								164.24		
Bakersfield Recovery, Inc. - Capistrano								164.24		
Central California Recovery	45.00		46.35		153.60	153.60	35.85			
Comprehensive Addiction Programs, Inc.			43.95		153.60	153.60		145.17	138.61	151.66
Delta Care	40.50		51.45	33.00	153.60	153.60				
Fresno County Hispanic Commission			43.05		153.60	153.60			111.05	
Fresno New Connections	32.70	53.85	51.45	27.00	153.60	153.60				
Kings View - Fresno	44.55		44.55		153.60	153.60				
Mental Health Systems - FYA	39.00		38.55	37.20	153.60	153.60				
Mental Health Systems - IMPACT	48.45	50.10	49.35	48.60	153.60	153.60				
Mental Health Systems - Fresno First (Womens)			43.05		153.60	153.60		127.27	172.38	172.38
Mental Health Systems - Fresno First (Perinatal)			43.05		153.60	153.60		127.27	172.38	172.38
Prodigy	50.55		50.10	52.05	153.60	153.60				
Promesa	48.90		46.80	49.50	153.60	153.60				
Turning Point - First Street Center	36.60		35.55	36.60	153.60	153.60				
Turning Point - Quest House			43.05		153.60	153.60			177.92	188.52
WestCare Outpatient - Belmont	51.00	50.70	49.65	42.75	153.60	153.60	37.20			
WestCare Bakersfield Residential			40.50		153.60	153.60			163.41	120.63
WestCare Fresno Residential										
Mens			35.25		153.60	153.60		164.24	156.84	163.66
Perinatal			35.25		153.60	153.60		164.24	170.78	175.84
Womens			35.25		153.60	153.60		164.24	158.83	173.87

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

	15-Minute Unit							Day Rate		
	OPT	IOT	Care Coordination	Recovery Services	Clinician Consultation	MAT	Contingency Management	Withdrawal Management	Residential 3.1	Residential 3.5
APPROVED MAXIMUM UOS RATE										
COUNTY APPROVED PROVIDER RATES:										
Bakersfield Recovery, Inc. - Jason's Retreat										
Bakersfield Recovery, Inc. - Capistrano										
Central California Recovery										
Comprehensive Addiction Programs, Inc.										
Delta Care										
Fresno County Hispanic Commission										
Fresno New Connections										
Kings View - Fresno										
Mental Health Systems - FYA										
Mental Health Systems - IMPACT										
Mental Health Systems - Fresno First (Womens)										
Mental Health Systems - Fresno First (Perinatal)										
Prodigy										
Promesa										
Recover Medical Group										
Turning Point - First Street Center										
Turning Point - Quest House										
WestCare Outpatient - Belmont										
WestCare Bakersfield Residential										
WestCare Fresno Residential										
Mens										
Perinatal										
Womens										

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

	15-Minute Unit							Day Rate		
	OPT	IOT	Care Coordination	Recovery Services	Clinician Consultation	MAT	Contingency Management	Withdrawal Management	Residential 3.1	Residential 3.5
APPROVED MAXIMUM UOS RATE										
COUNTY APPROVED PROVIDER RATES:										
Bakersfield Recovery, Inc. - Jason's Retreat										
Bakersfield Recovery, Inc. - Capistrano										
Central California Recovery										
Comprehensive Addiction Programs, Inc.										
Delta Care										
Fresno County Hispanic Commission										
Fresno New Connections										
Kings View - Fresno										
Mental Health Systems - FYA										
Mental Health Systems - IMPACT										
Mental Health Systems - Fresno First (Womens)										
Mental Health Systems - Fresno First (Perinatal)										
Prodigy										
Promesa										
Recover Medical Group										
Turning Point - First Street Center										
Turning Point - Quest House										
WestCare Outpatient - Belmont										
WestCare Bakersfield Residential										
WestCare Fresno Residential										
Mens										
Perinatal										
Womens										

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

	15-Minute Unit							Day Rate		
	OPT	IOT	Care Coordination	Recovery Services	Clinician Consultation	MAT	Contingency Management	Withdrawal Management	Residential 3.1	Residential 3.5
APPROVED MAXIMUM UOS RATE										
COUNTY APPROVED PROVIDER RATES:										
Bakersfield Recovery, Inc. - Jason's Retreat										
Bakersfield Recovery, Inc. - Capistrano										
Central California Recovery										
Comprehensive Addiction Programs, Inc.										
Delta Care										
Fresno County Hispanic Commission										
Fresno New Connections										
Kings View - Fresno										
Mental Health Systems - FYA										
Mental Health Systems - IMPACT										
Mental Health Systems - Fresno First (Womens)										
Mental Health Systems - Fresno First (Perinatal)										
Prodigy										
Promesa										
Recover Medical Group										
Turning Point - First Street Center										
Turning Point - Quest House										
WestCare Outpatient - Belmont										
WestCare Bakersfield Residential										
WestCare Fresno Residential										
Mens										
Perinatal										
Womens										

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

	15-Minute Unit							Day Rate		
	OPT	IOT	Care Coordination	Recovery Services	Clinician Consultation	MAT	Contingency Management	Withdrawal Management	Residential 3.1	Residential 3.5
APPROVED MAXIMUM UOS RATE										
COUNTY APPROVED PROVIDER RATES:										
Bakersfield Recovery, Inc. - Jason's Retreat										
Bakersfield Recovery, Inc. - Capistrano										
Central California Recovery										
Comprehensive Addiction Programs, Inc.										
Delta Care										
Fresno County Hispanic Commission										
Fresno New Connections										
Kings View - Fresno										
Mental Health Systems - FYA										
Mental Health Systems - IMPACT										
Mental Health Systems - Fresno First (Womens)										
Mental Health Systems - Fresno First (Perinatal)										
Prodigy										
Promesa										
Recover Medical Group										
Turning Point - First Street Center										
Turning Point - Quest House										
WestCare Outpatient - Belmont										
WestCare Bakersfield Residential										
WestCare Fresno Residential										
Mens										
Perinatal										
Womens										

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Exhibit P Insurance Requirements

1. Required Policies

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

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

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

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

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.

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

charges against any amounts owed by the County to the Contractor under this Agreement.

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

Exhibit Q Data Security

1. Definitions

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

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

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

2. Standard of Care

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

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

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

3. Information Security

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

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

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
- (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
- (vi) having a patch management process including installation of all operating system and software vendor security patches;
- (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
- (viii) providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit Q. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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

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

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: (559)600-9058, followed promptly by email at the following email address: sholt@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit Q, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
 - (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

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

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

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

5. Oversight of Security Compliance

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

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

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

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

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

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

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