

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Promesa Behavioral Health, a California Non-Profit Corporation, whose address is 7120 N. Marks Avenue, Suite 110, Fresno CA 93711, herein after referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY is authorized through its Intergovernmental Agreement with the California Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for recovery residence services in Fresno County; and

WHEREAS, CONTRACTOR(S) agree to provide recovery residence services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities for the provision of Rural Outpatient SUD treatment services, as identified in COUNTY's Request for Proposal (RFP) # 17-030 dated November 1, 2016; Addendum No. One (1) dated November 17, 2016, hereinafter collectively referred to as COUNTY Revised RFP #17-030, and PROVIDER's response to said RFP # 17-030, dated December 7, 2016, all incorporated herein by reference and made part of this Agreement.

B. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including any Exhibits and amendments attached but excluding COUNTY Revised RFP #17-030 and the Response to the Revised RFP; 2) to the Revised RFP No. 17-030, and; 3) to the Response to the Revised RFP. A copy of COUNTY's Revised RFP 17-030, and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's Purchasing Division.

C. CONTRACTOR shall provide services as described in Exhibit A, Modality of Service Descriptions, attached hereto and incorporated by this reference.

D. CONTRACTOR shall comply with requirements stated within the Intergovernmental

1 Agreement as listed in Exhibit B, Drug Medi-Cal & SAPT Specific Requirements, attached hereto and by
2 this reference incorporated herein; and with all other provisions set forth in the Intergovernmental
3 Agreement, made available by the Department of Behavioral Health (DBH), Contracts Division -
4 Substance Use Disorder (SUD) Services at the following web address and by this reference incorporated
5 herein: [https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
6 [services/provider-page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). CONTRACTOR is referred to therein as "Subcontractor" and COUNTY is referred
7 to therein as "Contractor."

8 E. CONTRACTOR shall comply with the Fresno County Substance Use Disorder
9 (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference
10 incorporated herein, available at the DBH website at
11 [https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
12 [page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). No formal amendment of this agreement is required for changes to the Provider Manual to apply.

13 F. CONTRACTOR shall align program, services, and practices with the vision and
14 mission within Exhibit C, DBH Guiding Principles of Care Delivery, attached hereto and by this reference
15 incorporated herein. Contractor may be required to utilize and integrate clinical tools such as Reaching
16 Recovery at DBH's discretion.

17 G. CONTRACTORS serving beneficiaries referred by Drug Court or Probation shall
18 carry out the following:

19 1) Comply with reporting requirements of Court or Probation relating to
20 beneficiary status change and treatment progress if an appropriate Release of Information (ROI) is in
21 place; and

22 2) Conduct beneficiary outpatient intake within (10) days from referral or
23 initial contact.

24 H. CONTRACTOR serving beneficiaries referred by Drug Court or Probation shall carry
25 out the following:

26 1) Comply with reporting requirements of Court or Probation relating to client
27 status change and treatment progress; and

28 2) Conduct client intake within forty-eight (48) hours of referral or contact.

1 I. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system
2 compatible with COUNTY's current billing and electronic health record (EHR) system for the provision of
3 submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall
4 complete billing and EHR data entry as follows: initial contact, when applicable; appointments; admissions;
5 ASAM level of care; discharge; and referrals.

6 J. CONTRACTOR's staff will be required to attend meetings and trainings on an as-
7 needed basis, which may include but are not limited to, SUD treatment and fiscal trainings provided by the
8 State of California. Refer to the Provider Manual for a listing of required trainings.

9 **2. TERM**

10 This Agreement shall become effective upon execution, and shall terminate on the 30th day
11 of June, 2019. This agreement may be extended for two (2) additional consecutive twelve (12) month
12 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next
13 twelve (12) month extension period. The DBH Director or her designee is authorized to execute such
14 written approval on behalf of COUNTY based on PROVIDER's satisfactory performance.

15 **3. TERMINATION**

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
21 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY; or
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
27 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
28 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or

1 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
2 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
3 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
4 shall promptly refund any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
7 intention to terminate to CONTRACTOR.

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

13 4. **COMPENSATION**

14 A. COMPENSATION – For claims submitted for services rendered under this
15 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
16 compensation for actual annual program costs. For the period beginning January 1, 2019 until the
17 expiration of this contract, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
18 receive compensation for actual program costs up to the annual contract maximum. CONTRACTOR
19 shall not be paid any amount in excess of the actual annual costs of providing services.

20 1. Annual actual program costs are defined as being the sum of the total
21 direct costs incurred by this contract plus this contract's allocated share of indirect costs.

22 a. The direct costs are those costs in which one-hundred percent
23 (100%) of the cost is entirely traceable to this contract.

24 b. The indirect costs are those common costs that cannot be traced
25 to any one particular contract or cost object. A cost object is any object (e.g. program) that incurs costs.
26 The indirect costs must be allocated to each contract based on each contracts' percentage of total direct
27 costs incurred by the organization. This allocation percentage is determined by dividing this particular
28

contracts' total direct cost for the fiscal year by the organizations total direct costs for all of its programs (including both contracted and non-contracted programs) for that same fiscal year.

Monthly invoices shall be submitted in accordance with Section Five (5), INVOICING, of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. For the period commencing January 1, 2019 through June 30, 2019, in no event shall actual services performed be in excess of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00). Should the Agreement be extended as stated in Section 2, in no event shall actual services performed be in excess of Two Hundred Thousand and No/100 (\$200,000.00) for each twelve (12) month period.

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

In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days. In addition, if the State of California does not allocate funding for services described in the terms and conditions of this Agreement, DBH-SUD Services shall not be obligated to reimburse CONTRACTOR for services performed.

B. PAYMENTS – Regardless of the contract maximum, CONTRACTOR will be reimbursed only for actual costs. Within forty-five (45) days of the reconciliation by COUNTY, CONTRACTOR shall make payment to COUNTY or COUNTY shall reimburse CONTRACTOR as appropriate.

1) Payment by COUNTY shall be in arrears, based on CONTRACTOR's monthly invoices submitted for services provided during the preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's monthly invoices by COUNTY's DBH, Contracts Division – SUD Services.

2) If payment for services is denied or disallowed by State, and subsequently resubmitted to COUNTY by CONTRACTOR, disallowed portion will be withheld from the next reimbursement to CONTRACTOR until COUNTY has received reimbursement from State for said services.

3) CONTRACTOR may not demand any additional payment from client, or other third party payers.

4) CONTRACTOR shall comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if CONTRACTOR is in compliance with federal regulations.

C. COMPLIANCE – If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR's and COUNTY's obligations under this section shall survive the termination of this Agreement with respect to services provided during the term of this Agreement without regard to the cause of termination of this Agreement.

D. QUALITY ASSURANCE – For services rendered herein, CONTRACTOR shall assure that an on-going quality assurance component is in place and is occurring. CONTRACTOR shall assure that clinical records for each participant are of such detail and length that a review of said record will verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates that appropriate services were not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of service.

E. PUBLIC INFORMATION – CONTRACTOR shall disclose its funding source in all public information; however, this requirement of disclosure of funding source shall not be required in spot radio or television advertising.

F. LOBBYING ACTIVITY – CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to

1 support or defeat legislation pending before the Congress of the United States or the Legislature of the
2 State of California.

3 G. POLITICAL ACTIVITY – CONTRACTOR shall not directly or indirectly use any of
4 the funds under this Agreement for any political activity or to further the election or defeat of any
5 candidate for public office.

6 H. FUNDING SOURCES – It shall be the obligation of CONTRACTOR to determine
7 and claim all revenue possible from private pay sources and third party payers. CONTRACTOR shall
8 claim all Drug Medi-Cal covered services for eligible beneficiaries through the Drug Medi-Cal claiming
9 process. CONTRACTOR(S) with a Youth Treatment contract with the County must bill services for
10 DMC-ineligible adolescents to the Youth Treatment contract. COUNTY will only reimburse
11 CONTRACTOR for services rendered that are not covered by Drug Medi-Cal, other insurance or other
12 revenue sources through SAPT funds.

13 CONTRACTOR shall not use any funds under this Agreement to the extent that a
14 participant is eligible for Medi-Cal, insurance or other revenue reimbursement for services rendered.

15 Any revenues generated by CONTRACTOR in excess of the amounts budgeted
16 in this Agreement may be utilized to expand/enhance the services during COUNTY's fiscal years in
17 which revenues are collected or in the following COUNTY fiscal year. Additional revenues will be
18 considered separate and distinct from COUNTY's payment to CONTRACTOR. The manner and
19 means of service expansion/enhancement shall be subject to the prior written approval of COUNTY's
20 DBH Director or her designee. CONTRACTOR shall disclose all sources of revenue to COUNTY.
21 Under no circumstances will COUNTY funded staff time be used for fund-raising purposes.

22 5. INVOICING

23 A. CONTRACTOR shall invoice COUNTY by the twenty fifth (25th) of each month for
24 actual operational costs less amounts reimbursed for units of service billed to DMC and SAPT agreements
25 in the previous month . Invoices shall be submitted via e-mail to the assigned staff analyst and to
26 SAS@co.fresno.ca.us.

27 B. If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's
28 DBH Director or her designee shall have the right to withhold payment as to only that portion of the invoice

1 that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to
2 continue to provide services for a period of ninety (90) days after notification of an incorrect or improper
3 invoice. If after said ninety (90) day period said invoice(s) is still not corrected to COUNTY'S DBH
4 Director's or her designee's satisfaction, COUNTY'S DBH, Director or her designee may elect to terminate
5 this Agreement, pursuant to the termination provisions stated in Section Four (4), TERMINATION of this
6 Agreement. In addition, CONTRACTOR shall submit all invoices to COUNTY's DBH Director or her
7 designee for services provided within ninety (90) days after each twelve (12) month period expires or this
8 Agreement is terminated. If invoices are not submitted within ninety (90) days after each twelve (12)
9 month period expires or this Agreement is terminated, COUNTY's DBH Director or her designee shall
10 have the right to deny payment on such invoices.

11 C. In addition to billing, CONTRACTOR shall submit on a monthly basis, a general
12 ledger, payroll register and supporting documentation for any line items CONTRACTOR's assigned
13 Analyst selects, per modality, by the twenty-fifth (25th) of each month. For the purposes of verifying
14 costs are allowable and equitable, CONTRACTOR shall submit any additional documentation as
15 deemed necessary by DBH.

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

25 **6. LICENSING-CERTIFICATES**

26 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
27 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the
28 provision of the services hereunder and required by the laws and regulations of the United States of

America, State of California, the County of Fresno, and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

7. PERINATAL SERVICES

CONTRACTOR shall comply with the requirements of the "Perinatal Practice Guidelines," available at the DHCS web address at: <http://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx> and by this reference incorporated herein, until such time new Perinatal Practice Guidelines are updated and adopted. No formal amendment of this contract is required for new guidelines to apply.

CONTRACTOR shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program.

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

8. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1), SERVICES, of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by the DBH Director or her designee, and at a cost to be provided for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

9. NO THIRD PARTY BENEFICIARIES

It is understood and agreed by and between the parties that the services provided by

1 CONTRACTOR for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this
2 Agreement is intended to confer on any person other than the parties hereto any right under or by reason
3 of this Agreement.

4 **10. INDEPENDENT CONTRACTOR**

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

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

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

24 **11. NON-ASSIGNMENT / SUBCONTRACTS**

25 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
26 under this Agreement without the prior written consent of the other party.

27 CONTRACTOR shall be required to assume full responsibility for all services and activities
28 covered by this Agreement, whether or not CONTRACTOR is providing services directly. Further,

1 CONTRACTOR shall be the sole point of contact with regard to contractual matters, including payment of
2 any and all charges resulting from this Agreement.

3 If CONTRACTOR should propose to subcontract with one or more third parties to carry out
4 a portion of services covered by this Agreement, any such subcontract shall be in writing and approved as
5 to form and content by COUNTY's DBH Director or her designee prior to execution and implementation.
6 COUNTY's DBH Director or her designee shall have the right to reject any such proposed subcontract.
7 Any such subcontract together with all activities by or caused by CONTRACTOR shall not require
8 compensation greater than the total budget contained herein. An executed copy of any such subcontract
9 shall be received by COUNTY before any implementation and shall be retained by COUNTY.

10 CONTRACTOR shall be responsible to COUNTY for the proper performance of any subcontract. Any
11 subcontractor shall be subject to the same terms and conditions that CONTRACTOR is subject to under
12 this Agreement.

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

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

22 **12. CONFLICT OF INTEREST**

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

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1 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or performing services
7 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
8 is a party and in which one or more of its directors has a material financial interest. Members of the
9 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
10 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated
11 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
12 transaction or immediately thereafter.

13 **14. ASSURANCES**

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

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

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

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

19 2) Notwithstanding the above, COUNTY at its discretion may terminate this
20 Agreement in accordance with Section Four (4) TERMINATION of this Agreement, or require adequate
21 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
22 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services
23 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
24 determined by COUNTY to protect the interests of COUNTY beneficiaries.

25 C. CONTRACTOR shall verify (by asking the applicable employees and
26 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to
27 perform professional services under this Agreement (1) are not currently excluded, suspended, debarred,
28 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a

1 criminal offense related to the provision of health care items or services; and (3) have not been reinstated
2 to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or
3 ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is
4 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs,
5 or has been convicted of a criminal offense relating to the provision of health care services,
6 CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect,
7 relating to services provided to COUNTY.

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

13 2) Notwithstanding the above, COUNTY at its discretion may terminate this
14 Agreement in accordance with the Section Four (4) TERMINATION of this Agreement, or require
15 adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible
16 employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to
17 services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time
18 frame to be determined by COUNTY to protect the interests of COUNTY beneficiaries.

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

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

25 **15. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written consent of
27 all the parties without, in any way, affecting the remainder.

28 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to

1 accommodate changes in State and Federal Law relating to SUD treatment may be made with the signed
2 written approval of COUNTY's DBH Director or her designee and respective CONTRACTOR(S) through an
3 amendment approved by County Counsel and Auditor.

4 **16. INSURANCE**

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

9 A. Commercial General Liability

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

15 B. Automobile Liability

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

19 C. Professional Liability

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

23 D. Worker's Compensation

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

26 E. Molestation

27 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be

1 issued on a per occurrence basis.

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

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

14 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the assigned analyst at the County of Fresno, Department of
17 Behavioral Health, Contracts Division – SUD Services at 3133 N Millbrook Avenue, Fresno, California,
18 93703, stating that such insurance coverages have been obtained and are in full force; that the County of
19 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for
20 such worker's compensation insurance the CONTRACTOR has waived its right to recover from the
21 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver
22 does not invalidate the insurance policy; that such Commercial General Liability insurance names the
23 County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but
24 only insofar as the operations under this Agreement are concerned; that such coverage for additional
25 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
26 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
27 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
28 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

7 **17. HOLD HARMLESS**

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

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

18 **18. SINGLE AUDIT**

19 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or
20 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in
21 accordance with the requirements of the Single Audit Standards as set forth in Title 2 Code of Federal
22 Regulations (CFR) Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY.
23 The audit must include a statement of findings or a statement that there were no findings. If there were
24 negative findings, CONTRACTOR must include a corrective action plan signed by an authorized
25 individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness
26 found as a result of such audit. Such audit shall be delivered to COUNTY's Department of Behavioral
27 Health, Business Office for review within nine (9) months of the end of any fiscal year in which funds were
28 expended and/or received for the program. Failure to perform the requisite audit functions as required by

1 this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
2 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to
3 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole
4 responsibility of CONTRACTOR.

5 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not
6 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's only
7 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
8 performed and a program audit report with management letter shall be submitted by CONTRACTOR to
9 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be
10 delivered to COUNTY's Department of Behavioral Health, Business Office for review, no later than nine (9)
11 months after the close of the fiscal year in which the funds supplied through this Agreement are expended.
12 Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting
13 with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole
14 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
15 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this
16 section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-
17 Controller/Treasurer-Tax Collector.

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

24 **19. AUDITS AND INSPECTIONS**

25 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
26 may deem necessary, make available to the COUNTY for examination all of its records and data with
27 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
28 COUNTY, permit the COUNTY to audit and inspect all of electronic or print books and records as well as

1 inspection of the premises, physical facilities and equipment where Medicaid-related activities are
2 conducted to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

7 The right to audit under this section exists for ten (10) years from the final date of the
8 agreement period or from the date of completion of any audit, whichever is later.

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

16 If CONTRACTOR, through an audit by the STATE or COUNTY, is found to be in violation of
17 this contract which results in the recoupment of funds paid to CONTRACTOR, COUNTY may, upon mutual
18 consent between CONTRACTOR and COUNTY, enter into a repayment agreement with the
19 CONTRACTOR, with total monthly payments not to exceed twelve (12) months from the date of the
20 repayment agreement, to recover the amount of funds to be recouped. The monthly repayment amounts
21 shall be netted against the CONTRACTOR's monthly billing for services rendered during the month.
22 COUNTY reserves the right to forgo a repayment agreement and recoup all funds immediately.

23 **20. EVALUATION – MONITORING**

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

28 COUNTY's DBH Director, or her designee, and DHCS or their designees shall monitor and

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

6 COUNTY shall recapture from CONTRACTOR the value of any services or other
7 expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the
8 discretion of the COUNTY, CONTRACTOR shall enter into a repayment agreement with the COUNTY, with
9 total monthly payments not to exceed twelve (12) months from the date of the repayment agreement, to
10 recover the amount of funds to be recouped. The monthly repayment amounts shall be netted against the
11 CONTRACTOR's monthly billing for services rendered during the month. COUNTY reserves the right to
12 forgo a repayment agreement and recoup all funds immediately.

13 **21. REPORTS—SUBSTANCE USE DISORDER SERVICES**

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

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

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

24 C. CONTRACTOR(S) shall submit to COUNTY monthly fiscal and all program
25 reports, including DMC Monthly Status Report (MSR), within twenty (20) days of the end of each month;
26 and

27 D. ASAM Level of Care (LOC) – Submit ASAM LOC data in an electronic format
28 through COUNTY's information system, on a schedule as determined by the COUNTY which complies

1 with State requirements; and

2 E. Americans with Disabilities (ADA) – Annually, upon request by DBH,
3 CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by DBH for
4 each service location and modality and shall submit an ADA Accessibility Certification and Self-
5 Assessment, including an Implementation Plan, for each service location; and

6 F. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon request
7 by DBH, CONTRACTOR(S) shall complete an agency CLAS survey in a format determined by DBH and
8 shall submit a CLAS Self-Assessment, including an Implementation Plan; and

9 G. Risk Assessment – Annually, upon request by DBH, CONTRACTOR shall submit
10 a Risk Assessment on a form and in a format to be provided by DBH. The Assessment must be
11 submitted to the COUNTY in hard copy as well as electronically by the due date set by COUNTY; and

12 H. Outcome Reports – CONTRACTOR shall submit outcomes reports as requested.
13 Outcomes reports and requirements are subject to change at COUNTY's discretion; and

14 I. Network Adequacy Certification Tool (NACT) – CONTRACTOR shall submit
15 NACT as requested by COUNTY; and

16 J. Cost Reports – On an annual basis for each fiscal year ending June 30th
17 CONTRACTOR(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
18 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
19 date. Submittal must also include any requested support documents such as general ledgers and
20 detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated both within programs,
21 if provider has multiple funding sources (e.g. DMC and SAPT), and between programs, if
22 CONTRACTOR provides multiple SUD modalities (e.g. residential, detox, sober living, outpatient, etc.).
23 Provider shall maintain general ledgers that reflect the original transaction amounts where each entry in
24 their accounting records represents one-hundred percent (100%) of the total transaction cost and can
25 be supported with the original source documentation (i.e. receipts, bills, invoices, payroll registers, etc.).
26 Bank statements reflecting purchases are not original source documents and will not be accepted as
27 such. All costs found to not be supported by original source documentation will be disallowed. Total
28 unallowable costs shall be allocated their percentage share of the indirect Costs along with the

Contractor's direct costs. All reports submitted by CONTRACTOR(S) to COUNTY must be typewritten. COUNTY will issue instructions for completion and submittal of the annual cost report, including the relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in accordance with Generally Accepted Accounting Principles. Unallowable costs such as those denoted in 2 CFR 200 Subpart E, [Cost Principles](#), 41 U.S.C. [4304](#), and the Center for Medicare and Medicaid Studies (CMS) Provider Reimbursement Manual ([PRM](#)) 15-1, must not be included as an allowable cost on the cost report and all invoices. Unallowable costs must be kept in the provider's General Ledger in accounts entitled Unallowable followed by name of the account (e.g. Unallowable – Food) or in some other appropriate form of segregation in the provider's accounting records. For further information on unallowable costs refer to regulations provided above. If the CONTRACTOR(S) does not submit the cost report by the due date, including any extension period granted by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy. Once the cost reports have been approved by the County, originally-executed signed certification pages attesting to the accuracy of the information contained in cost reports shall be submitted to the County.

1) DMC - A DMC cost report must be submitted in a format prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all programs. CONTRACTOR(S) shall report costs under their approved legal entity number established during the DMC certification process. Total units of service reported on the cost report will be compared to the units of services entered by CONTRACTOR(S) into COUNTY's data system. CONTRACTOR(S) will be required to correct discrepancies and resubmit to COUNTY prior to COUNTY's final acceptance of the cost report.

2) OTHER FUNDING SOURCES – CONTRACTOR(S) will be required to submit a cost report on a form approved and provided by the COUNTY to reflect actual costs and reimbursement for services provided through funding sources other than DMC. Contracts that include a negotiated rate per unit of service will be reimbursed for actual costs incurred (the sum of both direct costs as defined in 2 CFR 200.413, and allocated indirect costs as defined in 2 CFR 200.414) not to exceed the contract maximum. If the cost report indicates an amount due to COUNTY,

1 CONTRACTOR(S) shall submit payment with the report. If an amount is due to CONTRACTOR(S)
2 COUNTY shall reimburse CONTRACTOR within forty-five (45) days of receiving and accepting the year-
3 end cost report.

4 3) MULTIPLE FUNDING SOURCES – CONTRACTOR(S) with multiple
5 agreements for the same services (e.g. Outpatient, Residential) provided at the same location where at
6 least one of the Agreements is funded through DMC and the other funding is other federal or county
7 realignment funding will be required to complete DMC cost reports and COUNTY approved cost reports.
8 Such Agreements will be settled for actual allowable costs in accordance with Medicaid reimbursement
9 requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's
10 Medicaid Plan. Within forty-five (45) days of the reconciliation by COUNTY, CONTRACTOR shall make
11 payment to COUNTY or COUNTY shall reimburse CONTRACTOR as appropriate.

12 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S)
13 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
14 settlement findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months
15 following the close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results
16 and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of
17 the appeal.

18 CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and
19 information as COUNTY may request pertaining to matters covered by this Agreement. All reports
20 submitted to the COUNTY must be typewritten.

21 In the event that CONTRACTOR(S) fails to provide such reports or other information
22 required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments
23 until there is compliance. In addition, the CONTRACTOR shall provide written notification and
24 explanation to the COUNTY within fifteen (15) days of any funds received from another source to
25 conduct the same services covered by this Agreement.

26 **22. PROPERTY OF COUNTY**

27 A. CONTRACTOR shall submit purchase invoices for the purchase of any fixed assets
28 with their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00), and certain

purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators, cameras, VCRs, DVDs and other sensitive items as determined by COUNTY's DBH Director, or her designee, made during the life of this Agreement shall be identified as assets that can be inventoried and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY's possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if unable to produce the fixed assets at the expiration or termination of this Agreement.

B. The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH Director or her designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH Director or her designee may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

C. The terms and conditions described in this Section are not applicable to the leasing of vehicles by CONTRACTOR with the funds provided under this Agreement.

23. RECORDS

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

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

pursuant to applicable State of California and Federal requirements concerning confidentiality.

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

D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance.

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

24. DATA SECURITY

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

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

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

1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;

- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS

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

C. COUNTY-OWNED COMPUTER EQUIPMENT

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

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

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

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

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

H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents

1 arising from a possible breach of security related to COUNTY's confidential beneficiary information
2 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected
3 individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR
4 will be responsible for all costs incurred as a result of providing the required notification.

5 **25. EHR CERTIFICATION**

6 CONTRACTOR shall obtain certification from the Certification Commission for Healthcare
7 Information Technology (CCHIT) for Security Access Control, Audit, and Authentication if using a non-
8 Avatar electronic health record (EHR) and shall provide a copy of the certification to COUNTY. Additionally,
9 CONTRACTOR shall recertify their EHR annually and provide a copy of the recertification to COUNTY.
10 CONTRACTOR shall ensure all employees who use an EHR other than Avatar sign an Electronic
11 Signature Agreement (See example, Exhibit G) and maintain a copy in the employee's personnel file.

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

13 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles
14 9 and 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations waived
15 by the Centers for Medicare and Medicaid Services and DHCS, as stated within the DMC-Organized
16 Delivery Service Special Terms and Conditions, the DMC Intergovernmental Agreement and the SAPT
17 Intergovernmental Agreement. CONTRACTOR shall comply with any other Federal and State laws or
18 guidelines applicable to CONTRACTOR's performance under this Agreement or any local ordinances,
19 regulations, or policies applicable. Such provisions include, but are not restricted to:

- 20 A. CONTRACTOR shall comply with 42 CFR Part 438.
- 21 B. CONTRACTOR shall comply with Early and Periodic Screening, Diagnostic and
22 Treatment (EPSDT) statutes and regulations.
- 23 C. CONTRACTOR shall ensure that each beneficiary's ability to pay for services is
24 determined by the use of the method approved by COUNTY.
- 25 D. CONTRACTOR shall establish and use COUNTY's approved method of
26 determining and collecting fees from beneficiaries.
- 27 E. CONTRACTOR shall furnish beneficiary records in accordance with the applicable
28 Federal, State and local regulations and requirements, including in such records a treatment plan for each

beneficiary, and evidence of each service rendered.

F. CONTRACTOR shall submit accurate, complete and timely claims and cost reports, reporting only allowable costs.

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

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

I. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance and Appeals as described in the Provider Manual, attached hereto and by this reference incorporated.

J. CONTRACTOR shall file an incident report for all incidents involving beneficiaries, following the Protocol for Completion of Incident Report described in the Provider Manual, attached hereto and by this reference incorporated.

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

27. NON-DISCRIMINATION PROVISION

ELIGIBILITY FOR SERVICES – CONTRACTOR shall prepare, prominently post in its facility, and make available to the DBH Director or her designee and to the public all eligibility requirements to participate in the program funded under this Agreement. CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act

1 of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act
2 (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, §
3 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section
4 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800.

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

17 B. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs, DBH
18 may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to the
19 satisfaction of DBH that funds provided under this Agreement were not used in connection with the alleged
20 discrimination.

21 C. NEPOTISM – Except by consent of the DBH Director or her designee, no person shall
22 be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of
23 Directors or an officer of CONTRACTOR.

24 D. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be wheelchair
25 accessible and provide access to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be
26 utilized, a plan ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and
27 document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities
28 Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are

provided services without regard to physical or mental disability and that CONTRACTOR has provided a facility accessible to the physically disabled.

28. COMPLIANCE

CONTRACTOR(S) shall comply with all requirements of the "Fresno County Behavioral Health Compliance Program Contractor Code of Conduct and Ethics" as set forth in Exhibit H. Within thirty (30) days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of CONTRACTOR(S) employees, agents and subcontractors providing services under this Agreement certify in writing, that they have received, read, understood, and shall abide by the requirements set forth in Exhibit H. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services under this Agreement certify in writing that they have received, read, understood, and shall abide by the requirements set forth in Exhibit H. CONTRACTOR(S) understands that the promotion of and adherence to such requirements is an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and subcontractors.

Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees, agents and subcontractors providing services under this Agreement shall complete general compliance training and appropriate employees, agents and subcontractors shall complete documentation and billing or billing/reimbursement training. All new employees, agents and subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall certify in writing that he or she has received the required training. The certification shall specify the type of training received and the date received. The certification shall be provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Room 171, and Fresno, CA 93703. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR(S) violation of the terms of this Agreement.

29. COMPLAINTS

CONTRACTOR shall log complaints and the disposition of all complaints from a beneficiary or a beneficiary's family. CONTRACTOR shall provide a summary of the complaint log entries concerning

COUNTY-sponsored beneficiaries to COUNTY at monthly intervals by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs informing beneficiary of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to state licensing bodies that affect COUNTY beneficiaries within twenty-four (24) hours of receipt of a complaint.

Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored beneficiaries, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint.

30. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

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

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

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

D. CONTRACTOR shall provide and pay for interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of

CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit I, and incorporated herein by this reference. County's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be updated accordingly.

F. CONTRACTOR shall complete and submit county-issued CLAS self-assessment annually. CONTRACTOR shall update CLAS plan as necessary.

31. CLEAN AIR AND WATER

In the event funding under this Agreement exceeds one hundred thousand dollars (\$100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

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

Additionally, CONTRACTOR shall comply with the HIPAA requirements stated in Exhibit C, "Drug Medi-Cal & SAPT Specific Requirements."

33. CHILD ABUSE REPORTING

CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code § 11165.9. This procedure shall include having all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code § 11166. The statement to be utilized by CONTRACTOR for reporting is set forth in Exhibit J, "Notice of Child Abuse Reporting," attached hereto and by this reference incorporated herein.

34. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

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

35. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or

1 managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

2 In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the
3 following information must be disclosed by CONTRACTOR by completing Exhibit K "Disclosure of
4 Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein.
5 CONTRACTOR shall submit this form to the Department of Behavioral Health within thirty (30) days of
6 the effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via
7 email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

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

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

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

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

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

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

22 D. Name of any other disclosing entity in which an owner of the disclosing entity has
23 an ownership or control interest.

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

27 F. Any significant business transactions between CONTRACTOR and any wholly
28 owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period

ending on the date of the request.

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

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

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

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

36. CHANGE OF LEADERSHIP/MANAGEMENT

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

In the event of any change in the status of CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement; b) exercises control over the manner in which services are provided; or c) has authority over CONTRACTOR's finances.

37. NOTICES

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

COUNTY
Director, Fresno County
Department of Behavioral Health

CONTRACTOR
Promesa
7120 N. Marks, Suite 110

4441 East Kings Canyon
Fresno, CA 93702

Fresno, CA 93711

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

38. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR(S) understands that a separate Agreement is formed between each individual CONTRACTOR and COUNTY.

39. GOVERNING LAW

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

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

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41. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

This Agreement, including all Exhibits, COUNTY's RFP 17-030 and CONTRACTOR's responses thereto, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

///

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

3
4 **CONTRACTOR**

5 Michael de Manuel
6 (Authorized Signature)

7 Michael de Manuel
8 Print Name

9 President
10 Title (Chairman of Board, or President,
or CEO)

11 [Signature]
12 (Authorized Signature)

13 ERON ZUNIGA 11/19/18
14 Print Name

15 FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER
16 Title (Secretary of Corporation, or Chief
Financial Officer/Treasurer, or any
Assistant Secretary or Treasurer)

17
18
19
20 **MAILING ADDRESS:**
21 7120 N. Marks Avenue Suite 110
22 Fresno, CA 93711
23 Contact:
24 Phone No.:

25 **FOR ACCOUNTING USE ONLY:**
26 Fund/Subclass: 0001/10000
27 Org No.: 56302081
28 Account No.: 7295/0

COUNTY OF FRESNO

[Signature]
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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

By: Susan Bishop
Deputy

**Fresno County, Department of Behavioral Health
Non-DMC Adult Substance Use Disorder Outpatient Treatment
Modality of Service Descriptions**

Adult outpatient services available in Fresno County will be provided parallel to the Drug Medi-Cal Organized Delivery System (DMC-ODS) to beneficiaries who are not DMC eligible. Non-DMC eligible beneficiaries will have access to the same services as DMC beneficiaries with costs reimbursed through other sources. These services, available to all perinatal and non-perinatal adults and adolescents, include outpatient, intensive outpatient and additional medication assisted treatment (MAT). Case management, physician consultation and recovery services are also available to non-DMC eligible beneficiaries as a component of outpatient modalities.

Covered services under this agreement shall conform to the requirements of the Drug Medi-Cal Organized Delivery System (DMC-ODS) and 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 beneficiaries 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 beneficiary (IA III.C, Covered Services).

Contractors are required to ensure services are provided timely. Timeliness is defined as no more than ten (10) days from initial contact for non-emergency outpatient services and no more than 24 hours from initial contact for urgent services.

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.

NON-DRUG MEDI-CAL OUTPATIENT SERVICES:

OUTPATIENT SERVICES (ASAM LEVEL 1.0)

Outpatient services consist of up to nine (9) hours per week of medically necessary services for adults and less than six (6) hours per week of services for adolescents.

Outpatient services shall include: assessment; treatment planning; individual and group counseling; family therapy; beneficiary education; medication services; collateral services; crisis intervention services; and discharge planning and coordination.

Services may be provided in-person, by telephone, or by telehealth in any appropriate setting in the community.

INTENSIVE OUTPATIENT SERVICES (ASAM LEVEL 2.1)

Intensive outpatient involves structured programming provided to beneficiaries as medically necessary for a minimum of nine (9) hours and a maximum of nineteen (19) hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six (6) and a maximum of nineteen (19) hours of service per week.

Intensive outpatient services shall include: assessment; treatment planning; individual and/or group counseling; beneficiary education; family therapy; medication services; collateral services; crisis intervention services; and discharge planning and coordination.

Services may be provided in-person, by telephone, or by telehealth in any appropriate setting in the community.

ADDITIONAL MEDICATION ASSISTED TREATMENT (MAT)

Additional MAT involves the ordering, prescribing, administering, and monitoring of medications for substance use disorders. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber.

The program providing MAT is responsible for the prescribing, ordering, and monitoring of medications to beneficiaries receiving SUD treatment. Allowable medications include: buprenorphine; naltrexone; disulfiram; acamprosate; and naloxone.

CASE MANAGEMENT SERVICE

Case management services are defined as a service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

Case management services shall focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed.

Case management services will be provided by contractors once the beneficiary is enrolled in an SUD program. Case management services will be monitored by County during the annual site review.

Case management services may be provided by a Licensed Practitioner of the Healing Arts or certified counselor.

Contractors shall use case management services to coordinate with physical and/or mental health systems of care.

Case management services may be provided in person, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Case management shall be consistent with and shall not violate confidentiality of alcohol or drug beneficiaries as set forth in 42 CFR Part 2, and California law.

RECOVERY SERVICES

Recovery services are available to beneficiaries who have completed an SUD treatment program and must be addressed in the beneficiary's discharge plan. Recovery services can be utilized when the beneficiary is triggered, when the beneficiary has relapsed or simply as a measure to prevent relapse.

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

Recovery Services shall include:

1. Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
2. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
3. Substance Abuse Assistance: Peer-to-peer services (once Fresno County has implemented a DHCS-approved Peer Support Specialist Training Plan) and relapse prevention;
4. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
5. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
6. Support Groups: Linkages to self-help and support, spiritual and faith-based support; and
7. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

The contractor shall provide:

1. Recovery services to beneficiaries as medically necessary;
2. Beneficiaries with access to recovery services after completing their course of treatment; and
3. Recovery services in person, by telephone, or by telehealth with the beneficiary.

PHYSICIAN CONSULTATION

Physician Consultation services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to

designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

County will provide DMC certified contractors with access to one or more American Board of Addiction Medicine-certified physicians or pharmacists in order to facilitate consultations.

Access to physician consultation will only be available to DMC contracted treatment providers.

**PROMESA BEHAVIORAL HEALTH RURAL FRESNO COUNTY
SERVICE AREAS**

1. Coaling
2. Huron
3. Firebaugh
4. Mendota
5. Kerman
6. Orange Cove
7. Fowler
8. Parlier
9. Sanger
10. Squaw Valley

DRUG MEDI-CAL INTERGOVERNMENTAL AGREEMENT REQUIREMENTS

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

1. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

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

B. INDEPENDENT CONTRACTOR

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

C. CONTROL REQUIREMENTS

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

D. CONFIDENTIALITY

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

E. REVENUE COLLECTION POLICY

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

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

G. ACCESS TO SERVICES

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

H. REPORTS

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

I. AUDITS

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

J. RECORDS MAINTENANCE

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

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

2. FEDERAL CERTIFICATIONS

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

A. DBH and CONTRACTOR recognize that Federal assistance funds

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

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

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

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

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

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

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

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

3. SMOKING PROHIBITION REQUIREMENTS

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

4. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

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

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

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

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

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

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

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

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

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

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

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

6. CONFIDENTIALITY OATH

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

7. CONTROL REQUIREMENTS

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

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

8. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and complying with 42

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

9. ADA CONSIDERATIONS

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

10. ADDITIONAL INTERGOVERNMENTAL AGREEMENT RESTRICTIONS

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

11. NULLIFICATION OF DMC-ODS SERVICES

The parties agree that failure of COUNTY, or CONTRACTOR, to comply with W&I section 14124.24, the Special Terms and Conditions, and this Agreement, shall be deemed a breach that results in the termination of the State-County Intergovernmental Agreement for cause. In the event of a breach, the DMC-ODS services shall terminate. The COUNTY shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.

12. HATCH ACT

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

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

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

14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part

hereof as if set forth in full, CONTRACTOR shall not unlawfully discriminate against any person.

15. FEDERAL LAW REQUIREMENTS

CONTRACTOR shall comply with the following Federal law requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
- C. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- D. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- E. Age Discrimination in Employment Act (29 CFR Part 1625).
- F. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- G. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- H. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- I. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- J. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- K. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- L. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- M. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as

amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

16. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.
- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

17. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS

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

18. COUNSELOR CERTIFICATION

CONTRACTOR shall ensure that any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or

group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, Division 4, Chapter 8.

19. ADMISSION DISCRIMINATION

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

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

20. SUBCONTRACTUAL REQUIREMENTS

CONTRACTOR shall fulfill contractual requirements of delegated services or activities in accordance with 42 CFR §438.230 and shall perform the delegated activities and reporting responsibilities in compliance with COUNTY's State-County Intergovernmental Agreement obligations. CONTRACTOR shall comply with all applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions.

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

21. INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES

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

its Medicaid enrollees. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

22. GRIEVANCE

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

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

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

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

C. Beneficiary's right to give written consent to allow CONTRACTOR or legal representative, acting on behalf of the beneficiary, to file an appeal.

D. Beneficiary may file a grievance orally or in writing to DHCS or COUNTY.

E. The availability of assistance with filing grievances and appeals.

F. The toll-free number to file oral grievances and appeals.

G. Beneficiary's right to request continuation of benefits during an appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

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

23. GRIEVANCE AND APPEALS RECORDKEEPING REQUIREMENTS

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

24. BENEFICIARY INFORMING AND TRANSLATION SERVICES

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

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

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

Interpretation services: CONTRACTOR shall make interpretation services available free of charge to each beneficiary. This includes oral interpretation and the use of auxiliary aids (such as TTY/TDY and American Sign Language) and services including qualified interpreters for individuals with disabilities. Oral interpretation requirements apply to all non-English languages, not just those that DHCS identifies as prevalent. Pursuant to WIC 14029.91(a)(1)(B), Oral interpretation services shall be provided by an interpreter that, at a minimum, meets all of the following qualifications:

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

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

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

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

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

25. MEMBER HANDBOOK

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

26. TIMELY ACCESS REQUIREMENTS

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

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

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

27. CARE COORDINATION

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

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

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

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

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

28. AUTHORIZATION OF SERVICES

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

29. PERFORMANCE IMPROVEMENT PROJECTS

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

30. CONTRACTOR DMC CERTIFICATION

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

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

31. PROGRAM INTEGRITY REQUIREMENTS

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

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

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

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

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

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

32. CONTRACTOR SPECIFICATIONS

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

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

33. CREDENTIALING/RE-CREDENTIALING

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

34. MEDICAL DIRECTOR REQUIREMENTS

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

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

35. ASAM REQUIREMENTS

CONTRACTOR shall use COUNTY's American Society of Addiction Medicine (ASAM) criteria assessment and re-assessment tools to determine the beneficiary's level of care. CONTRACTOR shall ensure that assessment of services for adolescents will follow the ASAM adolescent treatment criteria.

CONTRACTOR and CONTRACTOR's staff shall comply with obtaining ASAM Criteria training prior to providing services. CONTRACTOR shall ensure that, at minimum, staff conducting assessments complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and

Level of Care”. The CIBHS ASAM webinars or in person trainings may be completed in lieu of the e-Training modules. CONTRACTOR shall maintain records of ASAM trainings in personnel files and will make these records available to COUNTY upon request.

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

36. MEDICAL NECESSITY

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

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

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

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

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

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

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

37. MEDI-CAL ELIGIBILITY VERIFICATION

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

38. OTHER HEALTH COVERAGE BILLING REQUIREMENTS

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

39. DMC REIMBURSEMENT RATE SETTING

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

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

40. DMC CERTIFICATION AND ENROLLMENT

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

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

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

41. PERINATAL CERTIFICATION REQUIREMENTS

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

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

42. YOUTH TREATMENT GUIDELINES

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

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

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

43. CONTRACTOR CHANGE IN SERVICE OR LOCATION

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

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

44. MEDICATION ASSISTED TREATMENT

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

45. EVIDENCE BASED PRACTICES (EBP)

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

46. COORDINATION AND CONTINUITY OF CARE WITH MANAGED CARE PLANS

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

47. POSTSERVICE POSTPAYMENT AND POSTSERVICE PREPAYMENT (PSPP)

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

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

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

48. DRUG SCREENING

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

49. TREATMENT RECORDING REQUIREMENTS

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

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

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

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 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 Parties understand and agree to keep open code sets being processed or used in this Agreement for a least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

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

51. PARITY IN MENTAL HEALTH AND SUBSTANCE USE DISORDER
BENEFITS

A. General Parity Requirement

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

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

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

B. Quantitative Limitations

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

C. Non-Quantitative Limitations

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

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

52. ACCESSIBILITY CONSIDERATIONS

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

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

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) SPECIFIC REQUIREMENTS

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

1. RESTRICTIONS ON USE OF SABG FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the beneficiary file for review.

2. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

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

B. INDEPENDENT CONTRACTOR

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

C. CONTROL REQUIREMENTS

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

D. CONFIDENTIALITY

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

E. REVENUE COLLECTION POLICY

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

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

G. ACCESS TO SERVICES

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

H. REPORTS

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

I. AUDITS

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

J. RECORDS MAINTENANCE

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

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited

to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3. FEDERAL CERTIFICATIONS

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

A. DBH and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

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

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

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

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

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

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

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

C. CONTRACTOR shall not employ or subcontract with any party listed in the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If CONTRACTOR employs or subcontracts an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

4. 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.

5. CONFIDENTIALITY OATH

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

6. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and complying with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

7. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities are provided to all beneficiaries.

8. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, as well

as federal or state governments which may affect the provisions, terms, or funding of this Contract in any manner.

9. 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.

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

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

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

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

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

CONTRACTOR shall ensure that none of the funds made available through this Agreement with COUNTY 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).

12. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS CONTRACTORS

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54 to prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

13. COUNSELOR CERTIFICATION

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

14. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that beneficiaries in need of IVDU treatment shall be encouraged to undergo AOD treatment adhering to provisions in 42 USC 300x-23 and 45 CFR 96.126(e). DHCS shall monitor programs for compliance with this requirement.

15. TUBERCULOSIS TREATMENT

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

- A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

16. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702.

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

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

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of

an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

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

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

17. BYRD ANTI-LOBBYING AMENDMENT

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into the State-County Intergovernmental Agreement, CONTRACTOR shall not unlawfully discriminate against any person.

19. FEDERAL LAW REQUIREMENTS

CONTRACTORS 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 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.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).

- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. 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.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. 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.

20. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

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

under this Agreement or terminate all, or any type, of funding provided hereunder.

21. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

- A. Materials explaining services available to the public,
- B. Language assistance,
- C. Language interpreter and translation services, and
- D. Video remote language interpreting services.

22. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

23. CHARITABLE CHOICE

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR

identifies as faith-based it must submit to DBH Contracts Division - SUD Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection. In addition, CONTRACTOR shall comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

24. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

25. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. COUNTY, as the SABG first-tier sub-recipient, shall review the merit and risk associated with all potential grant second-tier sub-recipients (CONTRACTOR) annually prior to making an award. COUNTY shall perform and document annual subrecipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

26. CONTROL REQUIREMENTS

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

- A. HSC, Division 10.5, Part 2 commencing with Section 11760.
- B. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- C. Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- D. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.

E. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

F. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

G. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

H. Title 42, CFR, Sections 8.1 through 8.6.

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

J. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

K. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

27. DRUG FREE WORKPLACE

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

28. YOUTH TREATMENT GUIDELINES

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

<http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx> and by this reference incorporated herein, in developing and implementing youth treatment programs funded under this Agreement until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

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

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

G. Trading Partner Requirements

5) 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)].

6) 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)].

7) 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)].

8) 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)].

H. 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.

I. 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.

J. 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.

K. Code Set Retention

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

L. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete and

unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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

OATH OF CONFIDENTIALITY

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

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

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

I hereby certify my understanding of the need to:

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

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

Agency Name: _____

Signature: _____

Date: _____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____

Minimum Quality Drug Treatment Standards

Compliance with the following Minimum Quality Treatment Standards is required for all SUD treatment programs (contractors and sub-contractors).

A. Personnel Policies

1. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
 - a) Application for employment and/or resume;
 - b) Signed employment confirmation statement/duty statement;
 - c) Job description;
 - d) Performance evaluations;
 - e) Health records/status as required by program or Title 9;
 - f) Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
 - g) Training documentation relative to substance use disorders and treatment;
 - h) Current registration, certification, intern status, or licensure;
 - i) Proof of continuing education required by licensing or certifying agency and program;
 - j) Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well; and
 - k) Salary schedule and salary adjustment information.
2. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
 - a) Position title and classification;
 - b) Duties and responsibilities;
 - c) Lines of supervision; and
 - d) Education, training, work experience, and other qualifications for the position.

3. Written code of conduct for employees and volunteers/interns shall be established which address at least the following:
 - a) Use of drugs and/or alcohol;
 - b) Prohibition of social/business relationship with clients or their family members for personal gain;
 - c) Prohibition of sexual contact with clients;
 - d) Conflict of interest;
 - e) Providing services beyond scope;
 - f) Discrimination against clients or staff;
 - g) Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
 - h) Protection of client confidentiality;
 - i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
 - j) Cooperation with complaint investigations.
4. If a program utilizes the services of volunteers and or interns, procedures shall be implemented which address:
 - a) Recruitment;
 - b) Screening;
 - c) Selection;
 - d) Training and orientation;
 - e) Duties and assignments;
 - f) Scope of practice;
 - g) Supervision;
 - h) Evaluation;
 - i) Protection of client confidentiality; and
 - j) Code of Conduct

5. Written roles and responsibilities and a code of conduct for the medical director (if applicable) shall be clearly documented, signed and dated by an authorized program representative and the medical director.

B. Program Management

1. Admission or Readmission

- a) Each program shall include in its policies and procedures written admission and readmission criteria for determining client's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. Use of alcohol/drugs of abuse;
 - ii. Physical health status;
 - iii. Documentation of social and psychological problems; and
 - iv. A statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, age, gender, race, disability, or sexual orientation. The above shall not preclude programs from emphasizing services for specific populations.
- b) If a potential client does not meet the admission criteria, the client shall be referred to an appropriate service provider.
- c) If a client is admitted to treatment, a consent to treatment form shall be signed by the client.
- d) All referrals made by the program shall be documented in the client record.
- e) Copies of the following documents shall be provided to the client upon admission:
 - i. Client rights, client fee policies, and consent to treatment.
- f) Copies of the following shall be provided to the client or posted in a prominent place accessible to all clients:
 - i. A statement of nondiscrimination by race, religion, sex, gender identity, ethnicity, age, disability, sexual preference, and ability to pay;
 - ii. Grievance procedures;
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations and regulations.

g) Where drug screening by urinalysis is deemed appropriate the program shall:

- i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
- ii. Document urinalysis results in the client's file.

2. Treatment

a) Assessment for all clients shall include:

- i. Drug/Alcohol use history;
- ii. Medical history;
- iii. Family history;
- iv. Psychiatric history;
- v. Social/recreational history;
- vi. Financial status/history;
- vii. Educational history;
- viii. Employment history;
- ix. Criminal history, legal status; and
- x. Previous SUD treatment history.

b) Treatment plans shall be developed with the client within 30 days of admission and include:

- i. A problem statement for all problems identified through the assessment whether addressed or deferred;
- ii. Goals to address each problem statement (except when deferred);
- iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion; and
- iv. Signature of primary counselor and client.

All treatment plans shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment.

- c) Progress notes shall document the client's progress toward completion of activities and achievement of goals on the treatment plan.
- d) Discharge documentation shall be developed with the client, if possible and include:
 - i. Description of the treatment episode;
 - ii. Prognosis;
 - iii. Client's plan for continued recovery including support systems and plans for relapse prevention;
 - iv. Reason and type of discharge;
 - v. Signature of primary counselor and client;
 - vi. A copy of the discharge documentation shall be given to the client;
 - vii. Current alcohol and/or other drug usage;
 - viii. Vocational and educational achievements;
 - ix. Transfers and referrals; and
 - x. Client comments.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

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

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

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

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

~~*Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply thereafter.~~

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www/eplis.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____ County in the use of an electronic signature in _____ County. The undersigned (I) understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement. I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.

I will use my electronic signature to establish my identity and sign electronic documents and forms. I am solely responsible for protecting my electronic signature. If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Mental Health Director or his/her designee and request that my electronic signature be revoked. I will then immediately cease all use of my electronic signature. I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. I understand that I may also request revocation at any time for any other reason.

If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor		
Signature	_____	Date _____
Requestor		
Printed Name	_____	
Approver		
Signature	_____	Date _____
Title	_____	

FRESNO COUNTY BEHAVIORAL HEALTH COMPLIANCE PROGRAM***CONTRACTOR CODE OF CONDUCT AND ETHICS***

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of behavioral health services. Behavioral health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for behavioral health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, beneficiaries, and other behavioral health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other behavioral health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable

law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.

10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

FRESNO COUNTY BEHAVIORAL HEALTH PLAN

Exhibit H

COMPLIANCE PROGRAM

2018 New Hire Behavioral Health Compliance Training

Acknowledgment and Agreement

I hereby acknowledge that I have completed the Mandatory New Hire Behavioral Health Compliance Training which provided information on Fresno County's Behavioral Health Compliance Program and that I understand the contents thereof. I further acknowledge that I have received, read and understand Fresno County's Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): ☐ Psychiatrist ☐ Psychologist ☐ Substance Abuse Specialist
☐ LCSW ☐ LMFT ☐ NP ☐ RN ☐ LVN ☐ LPT

DBH Department: ☐ Adult MH ☐ Children MH ☐ Finance Division ☐ Managed Care
☐ Administration ☐ Substance Abuse Services ☐ Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ____/____/____

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT ☐ NP ☐ RN ☐ LVN ☐ LPT
☐ MD

Unlicensed: ☐ Psychologist ☐ ACSW ☐ AMFT ☐ APCC ☐ Certified AOD Counselor
☐ Registered AOD Counselor Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ____/____/____

Phone: _____

E-mail: _____

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that beneficiaries receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to beneficiaries in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).
7. Organizations must make available easily understood beneficiary-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual beneficiary's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and beneficiary involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by beneficiaries.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

- | | | | |
|--|--------------------------|--------------------------|--|
| <p>A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?</p> | YES | NO | |
| | <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?</p> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)</p> | <input type="checkbox"/> | <input type="checkbox"/> | |

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses (primary, every business location, and P.O. Box address) under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	DOB	ADDRESS	EIN

B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
 ☐ Unincorporated Associations ☐ Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	DOB	ADDRESS	PROVIDER

	YES	NO								
IV. A. Has there been a change in ownership or control within the last year?	<input type="checkbox"/>	<input type="checkbox"/>								
If yes, give date. _____										
B. Do you anticipate any change of ownership or control within the year?.....	<input type="checkbox"/>	<input type="checkbox"/>								
If yes, when? _____										
C. Do you anticipate filing for bankruptcy within the year?.....	<input type="checkbox"/>	<input type="checkbox"/>								
If yes, when? _____										
V. Is the facility operated by a management company or leased in whole or part by another organization?.....	<input type="checkbox"/>	<input type="checkbox"/>								
If yes, give date of change in operations. _____										
VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....	<input type="checkbox"/>	<input type="checkbox"/>								
VII. A. Is this facility chain affiliated?	<input type="checkbox"/>	<input type="checkbox"/>								
(If yes, list name, address of corporation, and EIN.)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 20px; vertical-align: top;">Name</td> <td colspan="2" style="height: 20px; vertical-align: top;">EIN</td> </tr> <tr> <td style="height: 20px; vertical-align: top;">Address (number, name)</td> <td style="height: 20px; vertical-align: top;">City</td> <td style="height: 20px; vertical-align: top;">State</td> <td style="height: 20px; vertical-align: top;">ZIP code</td> </tr> </table>			Name		EIN		Address (number, name)	City	State	ZIP code
Name		EIN								
Address (number, name)	City	State	ZIP code							
B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?										
(If yes, list name, address of corporation, and EIN.)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 20px; vertical-align: top;">Name</td> <td colspan="2" style="height: 20px; vertical-align: top;">EIN</td> </tr> <tr> <td style="height: 20px; vertical-align: top;">Address (number, name)</td> <td style="height: 20px; vertical-align: top;">City</td> <td style="height: 20px; vertical-align: top;">State</td> <td style="height: 20px; vertical-align: top;">ZIP code</td> </tr> </table>			Name		EIN		Address (number, name)	City	State	ZIP code
Name		EIN								
Address (number, name)	City	State	ZIP code							
<p><i>Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.</i></p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 40px; vertical-align: top;">Name of authorized representative (typed)</td> <td style="height: 40px; vertical-align: top;">Title</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">Signature</td> <td style="height: 40px; vertical-align: top;">Date</td> </tr> </table>			Name of authorized representative (typed)	Title	Signature	Date				
Name of authorized representative (typed)	Title									
Signature	Date									

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.