

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between Contractor(s) listed in Exhibit A "List of Contractors" ("Contractors"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Behavioral Health (DBH) Substance Use Disorder (SUD) Services is in need of Recovery Residences (RR) and Perinatal Recovery Residences (PRR) with supportive services for Fresno County residents with SUD.

B. Contractors' RR programs are sober living programs designed to provide temporary housing and supportive services for Fresno County residents with SUD.

C. County is authorized through its intergovernmental Agreement with the California Department of Health Care Services, herein referred to as State or DHCS, to subcontract for Recovery Residence Services in Fresno County; and

D. Contractors are qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

E. The parties therefore agree as follows:

Article 1

Contractors' Services

1.1 **Scope of Services.** The Contractors shall perform all of the services provided in Exhibit B to this Agreement, titled "Fresno County Department of Behavioral Health Scope of Work".

1.2 **Representation.** Each Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractors shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations. Additionally, Contractors shall comply with laws,

1 regulations, and requirements in Exhibit C to this Agreement, titled “Fresno County Behavioral
2 Health Requirements”.

3 **Article 2**

4 **County’s Responsibilities**

5 2.1 The County shall provide oversight and collaborate with Contractors, other County
6 Departments and community agencies to help achieve program goals and outcomes. In addition
7 to contractors’ monitoring of their programs, oversight includes, but not limited to, coordination
8 with Department of Health Care Services (DHCS) in regard to program administration and
9 outcomes.

10 2.2 County shall participate in evaluating the progress of the overall program, levels of
11 care components, and the efficiency of collaboration with the Contractors’ staff and will be
12 available to Contractors for ongoing consultation. County shall receive and analyze statistical
13 outcome data from Contractors throughout the term of contract. County shall notify the
14 Contractors when additional participation is required. The performance outcome measurement
15 process will not be limited to survey instruments but will also include, as appropriate, persons
16 served and staff surveys, chart reviews, and other methods of obtaining required information.

17 **Article 3**

18 **Compensation, Invoices, and Payments**

19 3.1 The County agrees to pay, and the Contractors agree to receive compensation for
20 the performance of its recovery residence services under this Agreement as described in Exhibit
21 D to this Agreement, titled “Fresno County Department of Behavioral Health Financial Terms
22 and Conditions.”

23 3.2 **Additional Fiscal Requirements.** The Contractors shall comply with all additional
24 requirements in Exhibit D to this Agreement.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2025, and terminates on June 30, 2028,
4 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least thirty (30) days before the first
8 day of the next one-year extension period. The County's DBH Director or his or her designee is
9 authorized to sign the written approval on behalf of the County based on the Contractors'
10 satisfactory performance. The extension of this Agreement by the County is not a waiver or
11 compromise of any default or breach of this Agreement by the Contractors existing at the time of
12 the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director, Department of Behavioral Health
19 County of Fresno
20 1925 E Dakota Avenue
21 Fresno, CA 93726

22 **For the Contractors:**

23 See Exhibit A

24 5.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and the Contractors provided
27 for or permitted under this Agreement must be in writing, state that it is a notice provided under
28 this Agreement, and be delivered either by personal service, by first-class United States mail, by
an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

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

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

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

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

14 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
15 nothing in this Agreement establishes, waives, or modifies any claims presentation
16 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
17 of Title 1 of the Government Code, beginning with section 810).

18 **Article 6**

19 **Termination and Suspension**

20 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
21 contingent on the approval of funds by the appropriating government agency. If sufficient funds
22 are not allocated, then the County, upon at least 30 days' advance written notice to the
23 Contractors, may:

24 (A) Modify the services provided by the Contractors under this Agreement; or

25 (B) Terminate this Agreement.

26 6.2 **Termination for Breach.**

27 (A) Upon determining that a breach (as defined in paragraph (C) below) has
28 occurred, the County may give written notice of the breach to the applicable Contractor.

1 The written notice may suspend performance under this Agreement and must provide at
2 least 30 days for the Contractor to cure the breach.

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

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

7 (1) Obtained or used funds illegally or improperly;

8 (2) Failed to comply with any part of this Agreement;

9 (3) Submitted a substantially incorrect or incomplete report to the County; or

10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
12 County may terminate this Agreement by giving at least 30 days advance written notice to the
13 Contractors.

14 **6.4 Economic Sanctions.** In accordance with Executive Order N-6-22 regarding
15 Economic Sanctions against Russia and Russian entities and individuals, the County may
16 terminate this Agreement if the Contractors are a target of Economic Sanctions or is conducting
17 prohibited transactions with sanctioned individuals or entities. The County shall provide at least
18 thirty (30) days advance written notice to the Contractors.

19 **6.5 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the County.

21 **6.6 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Contractors of any monies disbursed to the
23 Contractors under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractors shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, each Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractors' performance under this Agreement, but the County may
9 verify that the Contractors are performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, each Contractor has
11 no right to employment rights or benefits available to County employees. The Contractors are
12 solely responsible for providing to its own employees all employee benefits required by law. The
13 Contractors shall save the County harmless from all matters relating to the payment of
14 Contractors' employees, including compliance with Social Security withholding and all related
15 regulations.

16 7.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractors may provide services to others unrelated to the County.

18 **Article 8**

19 **Indemnity and Defense**

20 8.1 **Indemnity.** The Contractors shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractors, or any third party that arise from or relate to
24 the performance or failure to perform by the Contractors (or any of their officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractors' obligation to indemnify and hold harmless or
27 defend the County.

28 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

1 **Article 9**

2 **Insurance**

3 9.1 The Contractors shall comply with all the insurance requirements in Exhibit E to this
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

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

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractors are subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 10.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractors may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractors may provide to the County may include but is not limited to the following:

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

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any record or
27 data that the Contractors may provide to the County, unless such disclosure is prohibited
28 by court order.

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

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

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

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with
13 respect to any record or data that the Contractors may provide to the County shall be
14 disregarded and have no effect on the County's right or duty to disclose to the public or
15 governmental agency any such record or data.

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request
17 under the CPRA to publicly disclose any record that is in the Contractors' possession or control,
18 and which the County has a right, under any provision of this Agreement or applicable law, to
19 possess or control, then the County may demand, in writing, that the Contractors deliver to the
20 County, for purposes of public disclosure, the requested records that may be in the possession
21 or control of the Contractors. Within five business days after the County's demand, the
22 Contractors shall (a) deliver to the County all of the requested records that are in the
23 Contractors' possession or control, together with a written statement that the Contractors, after
24 conducting a diligent search, has produced all requested records that are in the Contractors'
25 possession or control, or (b) provide to the County a written statement that the Contractors, after
26 conducting a diligent search, does not possess or control any of the requested records. The
27 Contractors shall cooperate with the County with respect to any County demand for such
28 records. If the Contractors wish to assert that any specific record or data is exempt from

1 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
2 County and assert the exemption by citation to specific legal authority within the written
3 statement that it provides to the County under this section. The Contractors' assertion of any
4 exemption from disclosure is not binding on the County, but the County will give at least 10
5 days' advance written notice to the Contractors before disclosing any record subject to the
6 Contractors' assertion of exemption from disclosure. The Contractors shall indemnify the County
7 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
8 Contractors' delay, claim of exemption, failure to produce any such records, or failure to
9 cooperate with the County with respect to any County demand for any such records.

10 **Article 11**

11 **Data Security**

12 11.1 Contractors shall comply with data security requirements in Exhibit F to this
13 Agreement.

14 **Article 12**

15 **Disclosure of Self-Dealing Transactions**

16 12.1 **Applicability.** This Article 12 applies if the Contractors are operating as a
17 corporation, or changes its status to operate as a corporation.

18 12.2 **Duty to Disclose.** If any member of the Contractors' board of directors is party to a
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
20 "Self-Dealing Transaction Disclosure Form" (Exhibit G to this Agreement) and submitting it to
21 the County before commencing the transaction or immediately after.

22 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractors
23 are a party and in which one or more of its directors, as an individual, has a material financial
24 interest.

25 **Article 13**

26 **Disclosure of Ownership and/or Control Interest Information**

1 13.1 **Applicability.** This provision is only applicable if a Contractor is disclosing entities,
2 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
3 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

4 13.2 **Duty to Disclose.** Contractors must disclose the following information as requested
5 in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
6 Exhibit H:

7 (A) Disclosure of Five Percent (5%) or More Ownership Interest:

8 (1) In the case of corporate entities with an ownership or control interest in the
9 disclosing entity, the primary business address as well as every business location
10 and P.O. Box address must be disclosed. In the case of an individual, the date of
11 birth and Social Security number must be disclosed.

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

16 (3) For individuals or corporations with ownership or control interest in any
17 subcontractor in which the disclosing entity has a five percent (5%) or more interest,
18 the disclosure of familial relationship is required.

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

23 (B) Disclosures Related to Business Transactions:

24 (1) The ownership of any subcontractor with whom Contractors have had
25 business transactions totaling more than \$25,000 during the twelve (12) month
26 period ending on the date of the request.
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28

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

(C) Disclosures Related to Persons Convicted of Crimes:

(1) The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

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

13.3 Contractors must provide disclosure upon execution of Contract, extension for renewal, and within thirty-five (35) days after any change in Contractors' ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with a Contractor if that Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the Contractor did not fully and accurately make the disclosure as required.

13.4 Contractors must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractors must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

13.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to DBHPlanAdministration@fresnocountyca.gov with a copy sent via email to the assigned DBH Contract Analyst. County may deny enrollment or terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in the Contractor has been

convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in the Contractor did not submit timely and accurate information and cooperate with any screening method required in C.F.R, Title 42, Section 455.416.

Article 14

Disclosure of Criminal History and Civil Actions

14.1 Applicability. Contractors are required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred to as "Contractors"):

(A) Within the three (3) year period preceding the Agreement award, they have been convicted of, or had a civil judgment tendered against them for:

(1) Fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(2) Violation of a federal or state antitrust statute;

(3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

or

(4) False statements or receipt of stolen property.

(B) Within a three (3) year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

14.2 Duty to Disclose. Disclosure of the above information will not automatically eliminate Contractors from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew this Agreement and any additional information or explanation that Contractors elect to submit with the disclosed information will be considered. If it is later determined that the Contractors failed to disclose required information, any contract awarded to such Contractors may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Contractors must sign a "Certification Regarding Debarment, Suspension, and Other Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit I. Additionally, Contractors must immediately advise the County in writing if, during the term of the Agreement: (1) Contractor 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.epls.gov>); or (2) any of the above listed conditions become applicable to Contractors. Contractors shall indemnify, defend, and hold 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.

Article 15

General Terms

15.1 Modification. Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractors acknowledge that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of the Contractors, as needed, to accommodate changes in the laws relating to service requirements, may be made with the signed written approval of County's DBH Director, or designee, and Contractors through an amendment approved by County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the maximum compensation amount payable to Contractors, as stated herein.

(B) **Rate Modification.** In addition, changes to service rates on Exhibit D that do not exceed five percent (5%) of the approved rate, or that are needed to accommodate state-mandated rate increases, may be made with the written approval of the DBH Director, or designee. These rate changes may not add or alter any other terms or

conditions of the Agreement. Said modifications shall not result in any change to the annual maximum compensation amount payable to Contractors, as stated herein.

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

15.3 **Addition/Deletion of Providers.** The County reserves the right at any time during the term of this Agreement to add Contractors to and remove Contractors from the list contained on Exhibit A. It is understood that any such additions and removals will not affect compensation paid to the other Contractors, and therefore such additions and removals may be made by County without notice or approval of other Contractors under this Agreement. The County's DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual written consent between the DBH Director and Contractors.

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

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

15.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractors consent to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

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

15.8 **Days.** Unless otherwise specified, "days" means calendar days.

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

1 15.10 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 15.11 **Nondiscrimination.** During the performance of this Agreement, the Contractors
7 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
8 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

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

18 15.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
19 of the Contractors under this Agreement on any one or more occasions is not a waiver of
20 performance of any continuing or other obligation of the Contractors and does not prohibit
21 enforcement by the County of any obligation on any other occasion.

22 15.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
23 between the Contractors and the County with respect to the subject matter of this Agreement,
24 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
25 publications, and understandings of any nature unless those things are expressly included in
26 this Agreement. If there is any inconsistency between the terms of this Agreement without its
27 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
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precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

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

15.15 **Authorized Signature.** The Contractors represent and warrant to the County that:

(A) The Contractors are duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individuals signing this Agreement on behalf of the Contractors are duly authorized to do so and their signatures on this Agreement legally bind the Contractors to the terms of this Agreement.

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

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

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

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

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

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

6 15.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

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

2 CONTRACTORS

COUNTY OF FRESNO

3
4 SEE FOLLOWING SIGNATURE PAGES

5 Ernest Buddy Mendes, Chairman of the Board
6 of Supervisors of the County of Fresno

7 **Attest:**

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

11 By: _____
12 Deputy

13 For accounting use only:

14 Org No.: 56302081
15 Account No.: 7295
16 Fund No.: 0001
17 Subclass No.: 10000
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Provider: **WestCare California, Inc., a CA 501c3 not for profit corporation**

3 By  _____

4 Resolution WCCA 2025-01

5 Print Name: Shawn A. Jenkins

6
7 Title: Chief Operating Officer

8
9 Date: 5/22/25

10
11 *Attesting solely to the authority of*
12 *the COO to execute pursuant to*
13 *authority under Resolution WCCA 2025-01*

14 By:  _____

15 Print Name: Jay Hanne

16 Title: Corporate Secretary

17 Secretary (of Corporation), or any
18 Assistant Secretary, or Chief
19 Financial Officer, or any Assistant
20 Treasurer

21 Date: 05/22/2025

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Provider: **Mental Health Systems, Inc.**

3 By 
4 James Callaghan (May 21, 2025 14:49 PDT)

5 Print Name: James C. Callaghan, Jr.

6
7 Title: President & Chief Executive Officer

8
9 Date: 05/21/25

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11
12 By: 
David Tanner (May 21, 2025 14:37 PDT)

13 Print Name: David Tanner

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15 Title: Chief Financial Officer
16 Secretary (of Corporation), or any
17 Assistant Secretary, or Chief
Financial Officer, or any Assistant
Treasurer

18 Date: 05/21/25

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Recovery Residences List of Contractors

Contractor Name	Contact Information	Remit To	Program Location
WestCare California, Inc.	Program Director: David Daniel Email: david.daniel@westcare.com Phone: (559) 476-9333	1900 N. Gateway Blvd Fresno, CA 93727	Men: 1388 E. Bulldog Lane Fresno, CA 93710 Women: 4605 E. Liberty Ave. Fresno, CA 93702
Mental Health Systems, Inc. dba Turn Behavioral Health Services	Program Director: Susan Murdock Email: smurdock@turnbhs.org Phone: (559) 225-9117	2550 W Clinton Ave Fresno, CA 93705	Women: 2550 W Clinton Ave Fresno, CA 93705 Perinatal: 2550 W Clinton Ave Fresno, CA 93705

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCOPE OF WORK

I. PROGRAM NAME

- Recovery Residence
- Perinatal Recovery Residence

II. BACKGROUND

The County of Fresno, Department of Behavioral Health (DBH) makes Recovery Residence (RR) and Prenatal Recovery Residence available to adult females, adult males, and adult pregnant and parenting females who are concurrently enrolled in a County-contracted Outpatient SUD treatment program or receiving medically necessary SUD recovery services. The following scope of work outlines the services provided by the RR and Perinatal RR programs, with the understanding that any references to perinatal services within this document are specific to the contractor Mental Health Systems (MHS), Inc.

Contracted RR providers (“Contractors”) shall offer quality alcohol and drug-free housing in accordance with this scope of work and the DBH Guidelines for Recovery Residences/Transitional Housing. RRs are a supportive service to the substance use disorder (SUD) treatment continuum; therefore, Contractors that offer RR must be flexible with partnering and coordinating with treatment providers and other services which are part of the SUD treatment continuum.

Contractors must meet or exceed Level One (1) NARR standards as described in Exhibit B – Attachment A of this Agreement.

Screening for other adults and older youth must include:

- Criminal Background (violence/sexual crimes)
- Mothers with drug free requirements to keep custody
- History of past abuse (physical, sexual, verbal, and emotional) towards children
- History of violence without criminal background

The term “recovery residences” (RR) shall be deemed synonymous with sober living environment (SLE) and transitional housing (TH) for the purposes of this scope of work.

III. TARGET POPULATION

The target population includes adult females, adult males, adult parenting males or females, and pregnant females who are residents of Fresno County that meet one of the following criteria:

- The prospective resident has an intake appointment scheduled with a County-contracted outpatient SUD treatment provider (must be within 10 days of admission into the RR and confirmed by RR house manager or equivalent);

- The prospective resident must have a substance use diagnosis and be concurrently enrolled in a County-contracted outpatient SUD treatment program;
- The prospective resident successfully completed a County-contracted outpatient SUD treatment program (see the reimbursement section of the scope of work for additional details) or the prospective resident is receiving medically necessary recovery services.
- Screening for other adults and older youth must include:
 - Criminal Background (violence/sexual crimes)
 - Mothers/Fathers with drug free requirements to keep custody.
 - History of past abuse (physical, sexual, verbal, and emotional) towards children
 - History of violence without criminal background.

IV. DESCRIPTION OF SERVICES

A. Services Start Date: July 1, 2025

B. Summary of Services:

Contractors must conform with all state and local laws, be a nonprofit agency, and adhere to the Fresno County Department of Behavioral Health Recovery Residences and Perinatal Recovery Residences Standards & Guidelines (Exhibit B - Attachment B) and the Fresno County Department of Behavioral Health Recovery Residences and Perinatal Recovery Residences Code of Ethics (Exhibit B – Attachment C).

Recovery Residence services must be in conformity and compliance with: (1) all local zoning and occupancy ordinances; (2) the County Master Agreement, which includes County policies and procedures; (3) 2 CFR part 225 "Cost Principles for State, Local and Indian Tribal;" Governments;" (4) 2 CFR Part 230 "Cost Principles/or Non-Profit Organizations and (5) Cultural and Linguistically Appropriate Services (CLAS) standards. Contractors must maintain a current fire clearance to operate a Recovery Residence and comply with all occupancy ordinances and procedures.

Contractors must maintain a complete daily census of all residents and all statistical information required by Fresno County DBH, including but not limited to: (1) date participant began residing at the RR; (2) date outpatient treatment program and/or recovery services began and were completed; (3) date of County-approved RR extension(s); and (4) date of resident exit from RR. Refer to the Fresno County DBH Guidelines for Recovery Residences/Transitional Housing for additional documentation and reporting requirements. Contractors must submit the census monthly with the RR invoice. In addition, the program must maintain complete records of services and provide all data necessary for reporting to the State of California, referral sources and the County, including wait list information.

Contractors are required to notify DBH within 24 hours of new admissions. DBH will review the request and approve or deny the admission in a timely manner based on community needs and availability of resources. Contractors will also be required to notify DBH within 24 hours of any discharges.

C. Location of Services:

Onsite Housing Supportive Services. See Exhibit A for site locations.

D. Schedule of Services:

The Contractors must maintain regularly scheduled service hours, seven days a week, 24 hours per day throughout the year.

- E. Facility Requirement: The Contractors must have a Department of Behavioral Health approved facility prior to commencement of services. The site must be clean, safe, sanitary and in good repair at all times and must include an alcohol drug-free environment for residents, safe sleeping quarters, a separate bed for each resident, which may include a crib or a bassinet, closet and dresser space, clean linen in good condition, including lightweight, warm blankets, top and bottom sheets, pillowcases, mattress pads, bath towels and wash cloths. The facility must include a minimum of adequate bathing, hand washing and toilet facilities, lounge area, dining area with adequate seating, a laundry facility and laundry supplies at no cost to the resident and toilet articles appropriate to the health and grooming needs of the individual.

F. Average Person Served Length of Stay:

RR facilities shall provide alcohol and drug-free support for the maintenance of a clean and sober lifestyle. Fresno County recognizes that individuals residing in RR facilities need adequate time to re-establish their lives in recovery but are expected to actively work towards becoming self-sufficient. To allow for adequate recovery time and to encourage the resident's autonomy, DBH will implement a systematic reduction of reimbursement for RR services.

The minimum length of stay in a recovery residence shall be one (1) day and the maximum length shall not exceed 365 days. Contractor(s) will be reimbursed a bed rate as found in Exhibit D – Attachment A at the percentage reimbursement shown below:

From Day	Through Day	County Reimbursement of Bed Rate	Resident's Share of Cost
1	180	100%	0%
181	210	75%	25%
211	365	50%	50%
366	395	25%	75%

**The County may reimburse 25% of the resident's bed rate after the person's length of stay has exceeded 365 days. DBH may approve up to a thirty (30) day extension, with prior approval by DBH. No other extensions will be granted after 395 days.

G. Referral Sources and Referral Process:

Since RR facilities offer supportive services to PS concurrently participating in an outpatient program or actively receiving medically necessary recovery services, PS may either seek this service on their own or be referred by their treatment program. If the RR cannot accommodate an intake and admission appointment within three (3) days of initial contact, the Contractors are required to facilitate an alternative DBH-contracted RR provider and document these efforts. If all DBH-contracted RR facilities are at capacity, the Contractor originally contacted must place the individual on their waitlist.

Perinatal Admission Priority

Perinatal services, as described in the Agreement, this exhibit, and Exhibit B – Attachment D “Substance Use Disorder Perinatal Practice Guidelines”, shall be provided by Contractor MHS only.

Among women with a SUD, pregnant women require more urgent treatment services due to the harmful effects of substance use on the fetus.

Contractors serving pregnant and parenting women shall provide preference to pregnant women. Specifically, priority must be given to pregnant women who are seeking or referred to treatment in the following order:

- Pregnant injecting drug users;
- Pregnant substance users;
- Injection drug users; and
- All others.

H. Contractors shall:

A recovery residence will provide housing that is a monitored sober living home. The house manager will need to be on site when residents are at the facility. In addition, it is expected that random drug testing will be given to persons served (PS) monthly. The house manager must also confirm that the residents are involved in a recovery outpatient program.

Women/Men/Parents

Parents in treatment with children are required to have case plans, and services will include parenting supports and skills. Some children and other family members may be excluded.

Women and/or men in the recovery residences with children will need access or be linked to the following:

- Outreach and engagement
- Screening
- Detoxification
- Crisis intervention
- Assessment
- Treatment planning
- Case management

- Substance abuse counseling and education
- Trauma services
- Medical care
- Pharmacotherapy/Medication assisted treatment
- Mental health services
- Drug monitoring
- Continuing care
- Clinical support services for women/men to assist PS in maintaining their recovery.

Additional Services

- Life skills
- Parenting and child development education
- Family programs
- Educational remediation and support
- Employment readiness services
- Linkages with legal and child welfare systems
- Housing support
- Advocacy
- Recovery community support services

Children

Children will need to be linked with therapeutic, health, developmental, and other services to address specific delays and conditions. Infants born exposed to drugs experience withdrawal and will need the appropriate medical services to address symptoms that may include fussiness, trembling, poor eating and sleeping.

Clinical treatment services for children include:

- Screening
- Case management
- Intake
- Case planning
- Assessment
- Substance abuse education and
- Medical care and services prevention
- Residential care (in residential mental health and trauma services settings)
- Therapeutic childcare and development

Children's clinical support services include:

- Onsite or nearby childcare
- Recreational services
- Mental health and remediation
- Educational services
- Advocacy
- Prevention services
- Recovery community support services

I. County shall:

At minimum, County DBH will conduct site reviews on at least an annual basis. In the event services are deemed to be recoupable as a result of these site reviews, recoupment will be made at the established day rate.

V. STAFFING

Men, Women, and Perinatal Program:

Contractors are required to operate in accordance with the Fresno County DBH Recovery Residence Standards & Guidelines. The Contractors must demonstrate that they are operating, at minimum, in a manner that is consistent with these standards, which require at least one compensated house manager position who must be accessible on an on-call basis 24 hours a day, 7 days a week. The house manager cannot be a current resident receiving services from the RR.

The minimum qualifications for the house manager are as follows:

- At least two years of sobriety (if in recovery);
- Have CPR certification;
- Trained in crisis intervention; and
- Trained in cultural competence, including but not limited to ethnicity, race, religious beliefs, gender identity and sexual orientation.

Perinatal Program (Only):


- Case management - Additional case management services may need to be considered for children's needs.
- Screening Children - Older children (older teens) may have their own issues and will need specific case management.
- Schools - Program will need to link and provide resources to enroll school age children at school.
- Family Units - Fathers and Mothers will be allowed to live together.

Other Staffing Requirement:

Staff must not have been convicted of an arson offense or been convicted of a sex offense for which the person is required to register as a sex offender under PC section 290. No person shall have been convicted of any violent felony which involves causing bodily harm to another person. No person shall be on parole or probation. No person shall participate in criminal activities of a criminal street gang and/or prison gang and no person shall have prior employment history of improper conduct, including but not limited to forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or residents at another treatment facility.

Staff Trainings:

Contractors will be required to attend trainings on an as needed basis, which may include but are not limited to, SUD treatment and fiscal trainings provided by the State of California, DBH, or other agencies are required by DBH. Refer to Exhibit C - Attachment C, "Fresno County Department of Behavioral Health Contractor Training Requirements Reference Guide" for a listing of required trainings. Training requirements are submitted to change at County's discretion.

		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	<ul style="list-style-type: none"> • Democratically run • Manual or P&P 	<ul style="list-style-type: none"> • House manager or senior resident • Policy and Procedures 	<ul style="list-style-type: none"> • Organizational hierarchy • Administrative oversight for service providers • Policy and Procedures • Licensing varies from state to state 	<ul style="list-style-type: none"> • Overseen organizational hierarchy • Clinical and administrative supervision • Policy and Procedures • Licensing varies from state to state
	SERVICES	<ul style="list-style-type: none"> • Drug Screening • House meetings • Self help meetings encouraged 	<ul style="list-style-type: none"> • House rules provide structure • Peer run groups • Drug Screening • House meetings • Involvement in self help and/or treatment services 	<ul style="list-style-type: none"> • Life skill development emphasis • Clinical services utilized in outside community • Service hours provided in house 	<ul style="list-style-type: none"> • Clinical services and programming are provided in house • Life skill development
	RESIDENCE	<ul style="list-style-type: none"> • Generally single family residences 	<ul style="list-style-type: none"> • Primarily single family residences • Possibly apartments or other dwelling types 	<ul style="list-style-type: none"> • Varies – all types of residential settings 	<ul style="list-style-type: none"> • All types – often a step down phase within care continuum of a treatment center • May be a more institutional in environment
	STAFF	<ul style="list-style-type: none"> • No paid positions within the residence • Perhaps an overseeing officer 	<ul style="list-style-type: none"> • At least 1 compensated position 	<ul style="list-style-type: none"> • Facility manager • Certified staff or case managers 	<ul style="list-style-type: none"> • Credentialed staff

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RECOVERY RESIDENCE AND PERINATAL RECOVERY RESIDENCE STANDARDS & GUIDELINES

The Fresno County Department of Behavioral Health (DBH) has established the following standards and guidelines to ensure quality, safe, clean and effective recovery residences for individuals actively engaged in outpatient substance use disorder treatment or medically necessary substance use disorder (SUD) recovery services. DBH reserves the right to update these standards and guidelines as necessary to comply with regulation, align with the Department's principles and meet the needs of the population we serve.

The term "Recovery Residences" (RR) and Perinatal Recovery Residence (PRR) shall be deemed synonymous with sober living environment and transitional housing for the purposes of these standards and guidelines.

I. GENERAL REQUIREMENTS

- A. Documentation of legal business entity (e.g., incorporation, LLC documents or business license);
- B. Documentation that the owner/operator has current liability coverage and other insurance appropriate to the level of support;
- C. Written permission from the property owner of record, if the owner is other than the recovery residence operator, to operate a recovery residence on the property;
- D. A statement attesting to compliance with nondiscriminatory state and federal requirements;
- E. Written mission and vision statements that reflect a commitment to those served and identifies the population served which, at a minimum, includes persons in recovery from a substance use disorder;
- F. The RR and PRR must attest to the following:
 - 1. Electrical, mechanical, and structural components of the property are functional and free of fire and safety hazards;
 - 2. The residence meets local health and safety codes appropriate to the type of occupancy (e.g., single family or other) OR provide documentation from a government agency or credentialed inspector attesting to the property meeting health and safety standards; and
 - 3. Residents are oriented to emergency procedures.
- G. The RR and PRR attests that claims made in marketing materials and advertising will be honest and substantiated and that it does not employ any of the following:
 - 1. False or misleading statements or unfounded claims or exaggerations;
 - 2. Testimonials that do not reflect the real opinion of the involved individual;
 - 3. Price claims that are misleading;
 - 4. Therapeutic strategies for which licensure and/or counseling certifications are required but not applicable at the site; or
 - 5. Misleading representation of outcomes.
- H. RR and PRR staff must never become involved in residents' personal financial affairs, including lending or borrowing money, or other transactions involving property or services, except that the operator may make agreements with residents with respect to payment of fees;
- I. Prior to the initial acceptance of any funds, the RR and PRR must inform prospective residents of all fees and charges for which they will be, or could potentially be, responsible for; refund policies; and payment from third-party payers for any fees paid on their behalf. Additionally, prospective residents must be informed of their rights, services to be provided, recovery goals, relapse policies and policies regarding their personal property, including removal of personal property

- left at the RR and PRR. This information needs to be in writing and signed by the applicant;
- J. Use of an accounting system which documents all resident financial transactions such as fees, payments and deposits, and the ability to:
 - 1. Produce clear statements of a resident's financial dealings with the RR within reasonable timeframes;
 - 2. Accurately record all resident charges and payments; and
 - 3. Record payments made by third-party payers.
 - K. Staff and residents must treat neighbors and concerned parties with respect and interact with them as appropriate. Upon request, the RR and PRR must provide neighbors with the house manager's contact information and the house manager is responsible to respond to expressed concerns.

II. HOUSE MANAGER REQUIREMENTS

Overall supervision of each RR and PRR shall be adequate for the number of people in residence and the house managers must be accessible on an on-call basis 24 hours a day, 7 days a week.

- A. House managers must have the following qualifications:
 - 1. At least two years of sobriety (if in recovery);
 - 2. CPR certification (proof required);
 - 3. Training in crisis intervention (proof required); and
 - 4. Training in cultural competence (proof required).
- B. At a minimum, house managers are responsible for the safety of the premises and those who reside there. Additional responsibilities include:
 - 1. Collection of rent, if appropriate;
 - 2. Documentation and maintenance of records;
 - 3. Upholding RR rules, policies and procedures;
 - 4. Supervision of residents, as needed;
 - 5. Knowledge and dissemination of community resources;
 - 6. Maintenance of the RR inside and out; and
 - 7. Ensuring adherence to parking restrictions.
- C. If more than one house manager is appointed to the RR and PRR, a log or shift notes must be kept as a means of documenting incidents, if they occur.

III. STANDARDS OF OPERATION

The RR and PRR shall provide 24-hour safe housing, free from alcohol and other drugs, which shall include the following components:

- A. Through its policies, procedures and day-to-day operations, including recovery planning, the RR and PRR must promote autonomy and resident-driven length of stay;
- B. The RR and PRR must notify residents of prohibited items on the premises and the right to conduct a search for such items, as appropriate and necessary;
- C. The RR will hold weekly house meetings that all residents are required to attend. Sign-in sheets must be used to document attendance and retained by the RR and PRR;
- D. Residents shall engage in regular household activities such as cooking, laundry, housecleaning, and yard work;
- E. Residents shall be required to maintain their designated areas in a clean and orderly manner;
- F. A "common area" with adequate space for all current residents to assemble for social and/or other group activities;
- G. Each resident must always have adequate personal space with appropriate privacy, which

is defined by The Uniform Housing Code as follows:

1. At least one room in a dwelling unit must have 120 square feet.
 2. Other rooms must have at least 70 square feet (except kitchens).
 3. If more than two persons are using a room for sleeping purposes, there must be an additional 50 square feet for each additional person.
- H. The RR and PRR shall take appropriate measures to ensure that the personal property of each resident is secure;
- I. The RR and PRR shall establish and maintain a culture and environment that is welcoming and understanding to those they serve;
- J. All residents must have access to the RR and PRR at all times. The house manager may not close the RR at any time, unless there is a hazard or safety issue that warrants evacuation;
- K. All residents shall have access to a kitchen, refrigerator, stove, dining room, laundry facilities, restrooms and showers to ensure basic needs are met;
- L. A written description of the procedural processes regarding chores, assignment of roommates, and primary RR rules must be posted in a space that's accessible to every resident at all times;
- M. If the RR's and PRR's policy allows smoking on the property, a smoking area shall be clearly designated in an outdoor space where smoke will not affect other residents or neighbors and complies with all local smoking rules/ordinances. Any and all litter generated in a designated smoking area must be cleaned up daily;
- N. In addition to outpatient treatment or recovery services, residents must be engaged in employment, education, volunteer work, active job search (for a defined period), or other approved daily activities conducive to the recovery process;
- O. The RR and PRR is responsible for ensuring neighborhood parking complies with town/city ordinances and is NOT intrusive to neighbors;
- P. RR and PRR providers are encouraged to have Naloxone accessible at each location, and appropriate staff are knowledgeable and trained in its use; and
- Q. Residents must share household expenses.

IV. PHYSICAL ENVIRONMENT

- A. Exit doors must be clearly marked;
- B. Heating and cooling units must be in working order and sufficient to keep residents comfortable at all times;
- C. Zoning conformance shall be maintained, possess all required permits and follow all minimum fire prevention requirements;
- D. Smoking of any kind shall not be permitted inside the building. All smoking materials must be disposed of safely and neatly outside the residence;
- E. Stoves and cooking areas must be kept clean and adequately maintained;
- F. Smoke detectors and fire extinguishers must be installed in accordance with the local Fire Marshal regulations and requirements;
- G. A bloodborne pathogen and at least one first aid kit must be located in a common area of the residence that all residents have access to at all times;
- H. Emergency exit routes, emergency telephone numbers and disaster plans shall be clearly posted in common areas and reviewed at least annually;
- I. Appropriate locks must be placed on all doors and windows;
- J. RR and PRR must be clean, safe, sanitary and in good condition at all times for the safety and wellbeing of participants, employees and visitors;
- K. The RR must be free from:
1. Broken glass, filth, litter, or debris;
 2. Flies, insects, or other vermin;

3. Toxic chemicals or noxious fumes and odors;
 4. Exposed electrical wiring;
 5. Peeling paint or broken plaster; and
 6. Other health or safety hazards.
- L. The RR and PRR shall maintain all carpets and floors free from filth, holes, cracks, tears, broken tiles, or other safety hazards;
- M. All outdoor and indoor passageways, stairways, inclines, ramps, open porches and other areas of potential hazard must be kept free of obstruction and lighted for the visibility and safety of all participants;
- N. RR and PRR equipment and supplies must be stored in appropriate space and shall not be stored in space designated for other activities (i.e., chemicals for cleaning or pest control cannot be stored where food or clothing is stored);
- O. Every resident must have adequate space to store their personal belongings.
- P. The RR and PRR shall provide lamps or lights as necessary in all rooms and other areas to ensure the safety of all residents;
- Q. Hot water faucets used by residents for personal care shall meet the following requirements:
1. Hot water delivered to plumbing fixtures used by residents shall not be less than 105 degrees Fahrenheit (40.5 degrees Celsius) and not more than 130 degrees Fahrenheit (54.4 degrees Celsius); and
 2. Taps delivering water at 131 degrees Fahrenheit (54.9 degrees Celsius) or above must be prominently identified by warning signs.
- R. All toilets, handwashing and bathing facilities must be maintained in safe and sanitary operating conditions; and
- S. The RR and PRR shall provide each resident with an individual bed maintained in good condition, equipped with good springs and a clean mattress and supplied with pillow(s), linens and blankets, as appropriate, which are clean and in good condition. Bunk beds may be utilized provided they meet these requirements.

V. ELIGIBILITY FOR RESIDENCY

Eligibility shall be determined through a formal interview process conducted by the house manager of the RR. At a minimum, prospective residents must be willing to comply with and meet the following criteria:

- A. Residents must demonstrate willingness to be clean and sober by one of the following means:
1. The prospective resident has an intake appointment scheduled with a County-contracted outpatient SUD treatment provider (must be within 10 days of admission into the RR or PRR and confirmed by the RR or PRR house manager);
 2. The prospective resident is concurrently enrolled in a County-contracted outpatient SUD treatment program;
 3. The prospective resident successfully completed a County-contracted outpatient SUD treatment program; or
 4. The prospective resident is receiving medically necessary recovery services.

Residents must possess a willingness and demonstrate the ability to comply with all admission requirements, RR rules, policies and procedures.

VI. ADMISSION AND DISCHARGE

- A. Prospective residents shall be interviewed and assessed by the house manager to determine

whether he or she is an appropriate fit for the living environment. The interviewer must make any and all attempts to ensure the prospective resident isn't a violent offender that poses a threat to any of the residents.

- B. If the interviewer has any concerns about the prospective resident, they must contact the referral source as a means of gathering information about the suitability of the prospective resident. In accordance with Title 42 of the Code of Federal Regulations and the Health Insurance Portability and Accountability Act, the RR must first obtain a release of information (ROI), as applicable. Referral sources can include, but are not limited to, substance use disorder treatment programs, the criminal justice system (probation/parole) and Fresno County treatment access points.
- C. As part of the admission process, individuals seeking to enter RR and PRR must agree to sign a ROI with their SUD treatment program and probation/parole as applicable, prior to residency. The ROI will allow designated RR and PRR staff to verify required attendance in outpatient SUD treatment or engagement in recovery services and inquire about drug testing results.
- D. Prospective residents must disclose all prescription medications and have a minimum of a 7-day supply on hand prior to moving in. Prospective residents CANNOT be denied services based on prescribed medications.
- E. Copies of all policies, procedures, RR and PRR rules and expectations must be presented to the prospective resident during the interview process.
- F. The house manager must establish a file for each resident that includes admission and residency documents. Resident files must be kept on the premises at all times in a secured, locked file cabinet accessible only to the house manager.

VII. POLICIES AND PROCEDURES

Each RR and PRR shall have a current Policies and Procedures Manual that sets forth the rules, regulations, expectations, governance and grievance procedures. All residents shall be familiar with the policies and procedures contained in the manual and must sign an agreement to abide by them while a resident of the RR. Additionally, a copy of the Policies and Procedures Manual must be centrally located in a common area of the RR that's accessible to every resident at all times. The RR must provide residents with the opportunity to provide suggestions and feedback regarding the policies and procedures (e.g., a suggestion box).

DBH reserves the right to request copies of the program's policies and/or procedures at any time. At a minimum, the RR's and PRR's Policies and Procedures Manual shall contain the following:

- A. A policy and procedure that ensures appropriate background checks (due diligence practices) are conducted for all staff who will have direct and regular interaction with residents;
- B. If the RR and PRR employs, contracts with or enters into a paid work agreement with residents, a policy must be in place to ensure the following conditions are met:
 - 1. Paid work arrangements are completely voluntary;
 - 2. Residents do not suffer consequences for declining work;
 - 3. Residents who accept paid work are not treated more favorably than residents who do not;
 - 4. All qualified residents are given equal opportunity for available work;
 - 5. Paid work for the operator or staff does not impair participating residents' progress towards their recovery goals;
 - 6. The paid work is treated the same as any other employment situation;
 - 7. Wages are commensurate with marketplace value and at least minimum wage;
 - 8. Paid work does not confer special privileges on residents doing the work;
 - 9. Work relationships do not negatively affect the recovery environment or morale of

the home; and

10. Unsatisfactory work relationships are terminated without recriminations that can impair recovery.

- C. The RR and PRR shall have a written admission and discharge procedure;
- D. The RR and PRR shall have a written policy for discharge due to disciplinary reasons. The policy must include the grounds for potential discharge and discharge protocols that address the handling of personal property of residents, community re-entry supports such as a referral to affordable housing, a final accounting of monies paid by resident for rent, and information sharing through a release of information, if applicable;
- E. The RR and PRR shall have a written policy for discharge due to successful completion of treatment. The policy must include a plan to transition the resident into independent living and integration into the community, handing of the personal property of residents, a final accounting of monies paid by resident for rent, and coordination with the substance use treatment program;
- F. A policy that addresses weapons, alcohol and other drug use, and illegal activity by residents and staff. The policy must strictly prohibit the possession, and/or use of firearms, other weapons, alcohol and items containing alcohol, illegal drugs, illegal activities, erratic behavior due to being under the influence, and acts or threats of violence on the property. The occurrence of illegal activities must be reported to the local law enforcement agencies immediately. Residents will be terminated from the RR for such offenses and their SUD treatment provider will be notified. House managers found to have violated the policy may face immediate termination;
- G. A policy addressing visitation including hours, terms of contact, visitation areas, visitor access, child visitation and monitoring;
- H. A confidentiality policy stating the RR and PRR will protect the privacy of its residents and will not disclose confidential information without express written consent, except as required or permitted by law. Prior to the release of information, the house manager must ensure a completed ROI form is on file and covers the release of the specific information requested. The house manager shall also affirmatively inform residents of the privacy of information disclosed in meetings or other activities. Management shall remain knowledgeable of and obey all state and federal laws and regulations relating to confidentiality of records. Confidential information acquired during residency must be safeguarded from illegal or inappropriate use, access and disclosure, or from loss, unsecured maintenance of records or recording of an activity or presentation without appropriate releases. Forms will be provided to residents for the authorization to release information;
- I. A policy regarding collection of resident's information. At a minimum data collection will protect the residents' identity, be used for continuous quality improvement, and be part of day-to-day operations and regularly reviewed by staff and residents (where appropriate);
- J. A sexual harassment and verbal abuse policy that includes zero-tolerance of any behavior that is abusive, harassing or intimidating toward house manager, volunteers, residents or visitors;
- K. Each RR and PRR must have a written policy regarding the use, storage and proper disposal of residents' prescribed medications. Medications must be properly secured by the resident at all times. The policy concerning the storage of medications does not apply to those medications, such as an asthma inhaler, to which medical necessity requires the resident to have immediate access. The RR and PRR shall not dispense medication but must ensure all residents store their medications securely;
- L. A policy that addresses drug and alcohol testing as follows:
 - 1. Each RR and PRR shall have a written policy addressing specimen collection and shall maintain appropriate urinalysis equipment and/or access to an outside drug and alcohol testing service so that all residents may be tested at random to protect the safety and integrity of the RR and its residents;
 - 2. Parole, Probation or the Courts may impose and provide drug and alcohol

- testing to the residents referred by the Courts and/or Probation; and
- 3. Positive drug tests of residents must be reported immediately to the resident's substance use disorder treatment provider, parole or probation officer, or to the courts, as applicable.
- M. The RR and PRR must have a policy and procedure to address the payment of rent and other expenses by residents, which must include acceptable methods of payment, due dates and potential actions the RR may take if rent and other expenses are not paid on time;
- N. The RR must have a specific policy addressing relapse and the actions taken by the house manager to address an incident of relapse; and
- O. A safety inspection policy that requires regular verification of:
 - 1. Functional smoke detectors in all bedroom spaces and elsewhere as code demands;
 - 2. Functional carbon monoxide detectors, if residence has gas HVAC, hot water or appliances;
 - 3. Functional fire extinguishers placed in plain sight and/or clearly marked locations;
 - 4. Regular, documented inspections of smoke detectors, carbon monoxide detectors and fire extinguishers; and
 - 5. Fire and other emergency evacuation drills take place regularly and are documented.
- P. A grievance and appeal policy (see section XI. GRIEVANCE AND APPEAL POLICY for more information).

VIII. OPTIONAL POLICIES OR PROCEDURES

Any optional policies or procedures the RR chooses to adopt shall be in the best interest of the residents, shall not be overly burdensome, and must be consistently applied to all residents.

IX. DOCUMENTATION/RECORD KEEPING

- A. The house manager shall maintain the following in all resident files:
 - 1. Resident's date of birth, emergency contact information, pertinent emergency medical information, list of current medications and pharmacy where prescriptions are on file, employer or school contact information;
 - 2. Name and contact information for the resident's SUD treatment provider and/or counselor;
 - 3. Documentation of current engagement in an outpatient treatment program or medically necessary services signed by the resident's substance use disorder treatment counselor;
 - 4. Documentation of employment, education, volunteer work, job search and other activities that support recovery;
 - 5. Any ROIs that are deemed necessary by the house manager;
 - 6. Incidents of relapse;
 - 7. Incidents of non-compliance with the RR's policies and procedures; and
 - 8. Record of rent and expenses paid, including copies of receipts provided to the resident, as appropriate, when rent and other expenses are paid.
- B. A resident sign-in sheet must be placed near the main entrance/exit of the residence. All residents must use the sign-in sheet when coming and going.

X. INCIDENT REPORTING

- A. An incident is any event which jeopardizes the health and/or safety of person served (PS), employees, or members of the community. Incidents include, but are not limited to:
 - 1. All PS deaths
 - 2. Attempted suicide (resulting in serious injury)
 - 3. Homicide or attempts at homicide
 - 4. Injury connected to services or at a service site (self-inflicted or by accident)
 - 5. Medical emergency connected to services or at a service site
 - 6. Violence, abuse or assault connected to services or at a service site (toward PS, other or property resulting in serious injury)
 - 7. Other (e.g., PS escaping from a locked facility, medication errors, etc.)
- B. All providers are required to complete the DBH Incident, which must be signed by the RR and PRR staff member involved in or first notified of the incident as well as the house manager. If the house manager is the first staff member notified, they must sign in both sections. The house manager is responsible for ensuring the incident report is completed, signed, dated and submitted within 24 hours of the incident.
- C. All incident reports must be centrally located in a secure area and documented in each involved resident's file.
- D. The house manager will be responsible for reviewing incident reports to determine opportunities for improvement, if applicable.

XI. GRIEVANCE AND APPEAL POLICY

- A. RR and PRR must have a written grievance procedure. Residents must be provided grievance information during the admission process. The house manager will explain the grievance procedure clearly and, after this explanation and review, both the resident and the house manager will sign the grievance procedure acknowledgement form that will be maintained in the resident's file. The house manager will advise residents whether they have cause or not to file a grievance about any violation of their rights or organizational policies and procedures, but the resident may do so at their discretion. The house manager shall post the DBH grievance/complaint information at each RR and PRR, which includes the Notice to the Public Grievance/Complaint Process along with grievance forms and postage-paid envelopes. The house manager will provide necessary help and materials in order for the grievance form to be completed and properly submitted. If a grievance is made, DBH will address it as follows:
 - 1. Evaluate the grievance thoroughly and objectively;
 - 2. Assign an appropriate DBH staff member to investigate the grievance and obtain additional information, as needed;
 - 3. Provide written acknowledgement of the grievance request upon receiving/reviewing the grievance. Additionally, DBH will respond to the beneficiary in writing within 60 calendar days regarding the grievance final decision;
 - 4. If the problem is not resolved by the house manager or the resident is uncomfortable discussing the matter with the house manager, the resident may contact DBH to have their grievance handled directly by DBH Administration or contact DHCS to have their grievance addressed at the State level.
- B. All grievances will be filed and documented by DBH, including the final disposition and kept record of it in a central file. Fresno County does not restrict, discourage or interfere with residents who communicate with an attorney or other organizations for the purposes of filing or pursuing a grievance. DBH adheres to these standards to protect the welfare of the resident, house manager and the community at large.
- C. RR and PRR are required to maintain a log of internal grievances and submit the log to DBH as requested.

XII. OPERATIONAL CODE OF CONDUCT

The RR and PRR shall adopt the Fresno County Department of Behavioral Health Recovery Residence Code of Ethics (see Exhibit B – Attachment C), which states that operators and staff “shall value and respect each resident and put each individual’s recovery strengths and needs at the forefront of all decision making.” Failure of any RR and PRR staff member to abide by these Code of Ethics shall result in termination of employment or termination of contract.

XIII. A CONFLICT OF INTEREST STATEMENT

No volunteer, agent, or resident is to attempt to secure privileges or advantages from any resident in the RR and PRR.

XIV. CONTINUITY OF CARE

In the event the RR and PRR discontinues services, the residents must be referred to another DBH-contracted RR and PRR prior to the date of discontinuing service.

XV. MONITORING REVIEWS

DBH will conduct monitoring reviews at each RR and PRR at least once per year, which will include on-site and administrative components. Reviews will be based on the guidelines and standards set forth in this document as well as the formal agreement between the RR, PRR, and DBH. Contracted RR and PRR providers are expected to adhere any new standards created through future federal, state, or local legislation as well as changes to standards, required certifications, and oversight required by DBH.

- A. The on-site review will include, but is not limited to:
 - A review of the RR and PRR qualify and safety standards;
 - Verification that the facility is a clean, safe alcohol and drug-free environment; and
 - A review of the PS files for documentation related to intake documentation confirmation of engagement in treatment, and participation in house activities.
- B. The administrative review will include, but is not limited to:
 - Timely and accurate billing as well as other monthly report submissions;
 - A review of resident lengths of stay to ensure billing is submitted with the proper rates and that the residency does not exceed 24 months;
 - Current insurance certificates are on file; and
 - A review of the RR’s Policies and Procedure Manual.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
RECOVERY RESIDENCE AND PERINATAL RECOVERY RESIDENCE
CODE OF ETHICS

House managers and other residence staff shall value and respect each resident and put each individual's recovery strengths and needs at the forefront of all decision making. To meet this obligation, we will adhere to the following principles:

1. Assess each potential resident's strengths and needs to determine whether the level of support available within the residence is appropriate. When needed, provide assistance to residents, including referrals to appropriate services and/or community partners.
2. Value diversity and practice non-discrimination.
3. Provide a safe, homelike environment that meets the Fresno County Department of Behavioral Health Recovery Residence Standards & Guidelines.
4. Maintain an alcohol and drug-free environment.
5. Honor each resident's right to choose their recovery path within the parameters defined by the residence organization.
6. Protect the privacy, confidentiality and personal rights of each resident.
7. Provide consistent and uniformly applied rules.
8. Provide for the health, safety and welfare of each resident.
9. Address each resident fairly in all situations.
10. Encourage residents to sustain relationships with professionals, recovery support service providers and allies.
11. Take appropriate action to stop intimidation, bullying, sexual harassment and/or otherwise threatening behavior of residents, staff and visitors within the residence.
12. Take appropriate action to stop retribution, intimidation, or any negative consequences that could occur as the result of a grievance or complaint.
13. Provide consistent, fair practices for drug testing that promote the residents' recovery and the health and safety of the recovery environment.
14. Provide an environment in which each resident's recovery needs are the primary factors in all decision-making.
15. Promote the residence with marketing or advertising that is supported by accurate, open and honest claims.
16. Decline taking a primary role in the recovery plans of relatives, close friends, and/or business acquaintances.

17. Sustain transparency in operational and financial decisions.
18. Maintain clear personal and professional boundaries.
19. Operate within the residence's scope of service, professional training and credentials.
20. Maintain an environment that promotes the peace and safety of the surrounding neighborhood and the community at large.

The Code of Ethics must be read and signed by all those associated with the operation of the recovery residence, including owners, operators, staff and volunteers.

Individuals subject to this code are obligated to report unethical practices according to the reporting rules set forth by the County of Fresno.

By signing below, I affirm that I have read, understand and agree to abide by this Code of Ethics.

Name (print): _____ **Title:** _____

Signature: _____ **Date:** _____

Name of Recovery Residence: _____

SUBSTANCE USE DISORDER PERINATAL PRACTICE GUIDELINES

August 2024

Community Services Division

TABLE OF CONTENTS

Introduction	3
Service Delivery Requirements	4
Priority Population and Coverage Period	4
Admission Priority	4
Outreach and Engagement	5
Partnerships.....	6
Screening.....	6
Intervention	8
Assessment.....	9
Care Planning.....	10
Referrals.....	11
Interim Services.....	12
Capacity Management	13
Waiting List.....	14
Case Management.....	15
Transportation	16
Recovery Support.....	17
Treatment Modalities.....	18
Parenting Skills.....	19
Best Practices for Child Care	20
Endnotes	27

INTRODUCTION

The Community Services Division, within the California Department of Health Care Services (DHCS), is mandated by State and Federal law to update, disseminate, and implement the Substance Use Disorder (SUD) Perinatal Practice Guidelines (PPG).¹ These guidelines address SUD treatment services for women, specifically pregnant and parenting women seeking or referred to SUD treatment.

The purpose of the SUD PPG is to ensure California providers deliver quality SUD treatment services and adhere to state and federal regulations.² The SUD PPG provides guidance on perinatal requirements in accordance with Drug Medi-Cal (DMC)³, Drug Medi-Cal Organized Delivery Systems (DMC-ODS), California Advancing and Innovating Medi-Cal (CalAIM)⁴, and the Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG) Perinatal Set-Aside from the Substance Abuse and Mental Health Services Administration (SAMHSA). The SUBG requires specified funds to be used for perinatal clients, regardless of whether perinatal funds are exchanged for discretionary funds.^{5, 6} Providers must adhere to the requirements as outlined in the SUD PPG.

Additionally, the SUD PPG outlines best practices for serving pregnant and parenting women. These best practices are based on resources and research published by the National Association of State Alcohol and Drug Abuse Directors⁷ and SAMHSA.⁸ The best practices also align with California statutes and regulations.⁹

The purpose of the best practices is to supplement the SUD PPG requirements and provide recommendations for the delivery of SUD services to pregnant and parenting women. Providers are encouraged to use the best practices as a reference tool to develop comprehensive, individualized, gender-specific, and family-centered SUD services.

The DHCS, Community Services Division provides training and technical assistance (TTA) to counties, providers, and members of the public regarding services for pregnant and parenting women with SUDs. TTA offered to counties and providers assists them with program development and increases public awareness of the potential impact of SUDs. TTA services may include telephone calls, literature, webinars, and/or other program development resources. TTA can be requested by submitting a request during the annual county monitoring reviews or by contacting DHCS through the following methods:

Email: DHCSPerinatal@dhcs.ca.gov

Webpage: <https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

SERVICE DELIVERY REQUIREMENTS

Priority Population and Coverage Period

The priority population for the SUD PPG is pregnant and parenting women. Due to the harmful effects of substance use on the fetus, pregnant women require more urgent treatment services.¹⁰

In accordance with SUBG requirements, all SUD treatment providers must treat the family as a unit and admit both women and their child(ren) into treatment services.¹¹ SUD treatment providers must serve the following individuals with a SUD:¹²

- » Pregnant women.
- » Women with dependent children.
- » Women attempting to regain custody of their children.
- » Postpartum women and their children.
- » Women with substance exposed infants.

Additionally, SUD providers offering services funded by DMC or DMC-ODS shall address specific treatment and recovery needs of pregnant and parenting women.^{13, 14}

The postpartum coverage period for individuals receiving postpartum care services begins after the last day of pregnancy through the last day of the month in which the 365th day occurs.¹⁵ Individuals will maintain coverage through their pregnancy and the 12-month postpartum coverage period regardless of income changes, citizenship, immigration status, or how the pregnancy ends.¹⁶ Questions concerning the postpartum coverage period should be sent to Pregnancy@dhcs.ca.gov.

Admission Priority

It is required that SUD providers serving women shall provide preference to pregnant women with access to more urgent treatment services due to the harmful effects of substance use on the fetus.¹⁷ Specifically, priority must be given to pregnant women who are seeking or referred to treatment in the following order:¹⁸

- » Pregnant injecting drug users
- » Pregnant substance users
- » Injection drug users
- » All others

Best Practices for Admission Priority

It is encouraged to identify prenatal drug exposure and provide timely care to pregnant women with a SUD as it provides a significant buffer against adverse pregnancy outcomes, including premature births and low birth weight.¹⁹

Outreach and Engagement

It is required to use outreach and engagement. Effective outreach engages individuals in need of treatment services, making it more likely they will attend treatment, participate in activities, complete the treatment, and participate in recovery support services. Pregnant and parenting women with a SUD are at risk for potential harmful effects to both mother and child.²⁰ Outreach efforts educate pregnant and parenting women on the harmful effects of drug use and the services available.

SUD treatment providers that serve pregnant and parenting women using injection drugs must use the following research-based outreach efforts:²¹

- » Select, train, and supervise outreach workers.
- » Contact, communicate, and follow-up with high-risk individuals with SUDs, their associates, and neighborhood residents, within the Federal and State confidentiality requirements.
- » Promote awareness among women using injection drugs about the relationship between injection drug use and communicable diseases, such as Human Immunodeficiency Virus (HIV), Hepatitis B, Hepatitis C, and Tuberculosis (TB).
- » Recommend steps to ensure that HIV transmission does not occur.
- » Encourage entry into treatment.

SUD treatment providers delivering treatment services to pregnant and parenting women must publicize the availability of such services.²² It is important for women to be aware of the services available to them within their community.

Best Practices for Outreach and Engagement

It is encouraged for providers to use the following methods to publicize the availability of services and engage pregnant and parenting women:^{23, 24}

- » Street outreach programs
- » Public services announcements
- » Advertisements

- » Posters placed in strategic areas.
- » Notification of treatment availability distributed to the network of community-based organizations, health care providers, and social service agencies.
- » Clearinghouse/information resource center(s)
- » Resource directories
- » Media campaigns
- » Brochures
- » Speaking engagements
- » Health fairs/health promotion
- » Information lines
- » Multidisciplinary coalitions

Partnerships

It is required for SUD providers to coordinate treatment services with other appropriate services, including health, criminal justice, social, educational, and vocational rehabilitation, as well as additional services that are medically necessary to prevent risk to a fetus, infant, or mother. Providers shall also provide or arrange for transportation to ensure access to treatment.^{25, 26} Refer to transportation section for more information.

Best Practices for Partnerships

It is encouraged to develop partnerships among other local agencies and neighboring communities to share resources to aid in the delivery of services in remote areas. In addition, provide education to bring awareness to the community-based organizations that serve pregnant and parenting women. Cultivating true partnership is important as it can lead to constructive collaboration and ensure pregnant and parenting women receive services wherever they are in the community. Training should include other social healthcare facilities and personnel within the community to enhance awareness, identify women with SUDs, and increase appropriate referrals.²⁷

Screening

It is required to conduct an alcohol and drug use screening to identify women who have or are developing SUD. Unhealthy alcohol and drug use screening must be conducted using validated screening tools. APL 21-014 includes a list of validated screening tools. Screening is typically a brief process for identifying whether certain conditions may exist

and usually involves a limited set of questions to establish whether a more thorough evaluation and referral(s) are needed.²⁸

Providers are required to implement infection control procedures designed to prevent the transmission of tuberculosis. In doing so, providers must screen pregnant and parenting women and identify those at high risk of becoming infected.

Best Practices for Screening

It is encouraged to regularly screen women to effectively minimize the risk of fetal exposure to alcohol or drugs. When women are screened for SUD during pregnancy, education can be provided about the risks of substance use. In addition, it serves to identify women whose pregnancies are at risk due to their substance use, which allows for pregnant and parenting women to receive early intervention services, or to receive a referral for appropriate treatment services.

Screening often is the initial contact between a woman and the treatment system, and the client forms her first impression of treatment during screening and intake. The screening method can be as important as the actual information gathered, as it sets the tone of treatment and begins the relationship with the client.

Although screening can reveal an outline of a client's involvement with alcohol, drugs, or both, it does not result in a diagnosis or provide details of how substances have affected the client's life. The most important domains to screen for when working with women include:²⁹

- » Substance use.
- » Pregnancy considerations.
- » Immediate risks related to serious intoxication or withdrawal.
- » Immediate risks for self-harm, suicide, and violence.
- » Past and present mental disorders, including posttraumatic stress disorder and other anxiety disorders, mood disorders, and eating disorders.
- » Past and present history of violence and trauma, including sexual victimization and interpersonal violence.
- » Health screenings, including HIV/AIDS, hepatitis, tuberculosis, and sexually transmitted diseases.

Some refer to screening and assessment interchangeably, however, it is significant to understand the difference to determine and ensure the most appropriate treatment services.

- » Screening is a process for evaluating the possible presence of a particular problem. The outcome is normally a simple yes or no.³⁰
- » Assessment is a process for defining the nature of that problem, determining a diagnosis, and developing specific treatment recommendations for addressing the problem or diagnosis.³¹

Intervention

It is required to provide intervention services to pregnant and parenting women. Intervention services are designed to motivate and encourage individuals with a SUD to seek and/or remain in treatment.

Women have a unique set of needs that are often not addressed in co-ed settings. SUD treatment providers must provide or arrange for gender-specific treatment and other therapeutic interventions for pregnant and parenting women, such as issues of relationships, sexual and physical abuse, and parenting.³² Child care services must be provided while the women are receiving gender-specific treatment services.³³ SUD treatment providers must also provide or arrange for therapeutic interventions for the children of the women receiving SUD treatment services to address the child's needs.³⁴

Best Practices for Intervention

It is encouraged for SUD treatment providers to use brief interventions. SUD treatment providers who identify specific risk factors associated with initiation of use, such as people of introduction, may determine client's potential barriers and specific problem areas, anticipate intervention strategies, and develop compatible individually tailored treatment plans (hereafter referred to as "care plans").³⁵

The following is a list of the potential benefits of using brief interventions:³⁶

- » Reduce no-show rates for the start of treatment.
- » Reduce dropout rates after the first session of treatment.
- » Increase treatment engagement after intake assessment.
- » Increase group participation.
- » Increase compliance with outpatient mental health referrals.
- » Serve as interim intervention for clients on treatment program waiting lists.

Assessment

It is required to conduct assessments of pregnant and parenting women. Required assessment guidelines and documentation provided is in alignment with DMC and DMC-ODS services. Please reference [BHIN No. 23-068](#) and [TN No. 20-0006-A](#) for specific requirement details based on level of care and course of treatment.

Assessments may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.³⁷

The intake process begins with assessing the individual's needs to assure that clients are placed in the most appropriate treatment modality and are provided with a continuum of services that will adequately support recovery.³⁸

Outpatient drug free (ODF), Naltrexone treatment, day care habilitative, and licensed residential SUD providers delivering perinatal services, shall meet the following requirements:³⁹

- » The provider shall develop and document procedures for the admission of beneficiaries to treatment; and
- » The provider shall complete a personal, medical, and substance use history for each beneficiary upon admission to treatment.
- » The physician shall review each beneficiary's personal, medical and substance use history within 30 calendar days of the beneficiary's admission to treatment date.

All SUD providers should attempt to obtain physical examinations for beneficiaries prior to or during admission.⁴⁰ In addition, providers must obtain medical documentation that substantiates the woman's pregnancy.⁴¹

Physical examination requirements are as follows:⁴²

- » The physician shall review the beneficiary's most recent physical examination within 30 days of admission to treatment. The physical examination should be within a 12-month period prior to admission date.
- » Alternatively, the physician, a registered nurse, or a physician's assistant may perform a physical examination for the beneficiary within 30 calendar days of admission.

If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination or the provider does not perform a physical examination of the beneficiary, then the LPHA or counselor shall include in the beneficiary's initial and updated care plans the goal of obtaining a physical examination, until this goal has been met.⁴³

Covered services provided under a county DMC Treatment Program or a DMC-ODS shall use criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of care for SUD treatment services.⁴⁴

The ASAM Criteria is a multidimensional assessment used to determine the appropriate level of care across a continuum.

- » DMC treatment programs reference [BHIN No. 21-071](#) for medical necessity and level of care determination requirements.
- » DMC-ODS assessment requirements reference [BHIN No. 21-075](#).
- » DMC-ODS Waiver counties reference [MHSUDS IN No. 18-046](#) regarding the submission of ASAM level of care data to the Behavioral Health Information System (BHIS).⁴⁵

Best Practices for Assessment

It is encouraged to perform initial and ongoing assessments as it ensures pregnant and parenting women are continuously placed in the appropriate level of care.⁴⁶ The assessment process offers pertinent information in determining the types of services and treatment pregnant and parenting women may need. Appropriate placement of care is dependent on the assessment, which considers the nature and severity of a woman's SUD, the presence of co-occurring mental or physical illnesses or disabilities, and the identification of other needs related to her current situation.⁴⁷

Care Planning

It is required to complete a care plan. Care planning is a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions, and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.⁴⁸

Providers shall develop and update individual care plans or problem lists as specified within BHIN 23-068 for pregnant and parenting women with a SUD.⁴⁹ The provider shall prepare an individualized care plan or problem list based on the information obtained during the intake and assessment process.⁵⁰ SUD treatment providers shall make an effort to engage all beneficiaries, including pregnant and parenting women, to meaningfully participate in the preparation of the initial and updated care plans or problem lists.⁵¹

In addition, providers offering perinatal services shall address treatment and recovery issues specific to pregnant and parenting women.⁵² Perinatal-specific services shall include the following:⁵³

- » Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development.
- » Access to services, such as arrangement for transportation.
- » Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
- » Coordination of ancillary services, such as medical/dental, education, social services, and community services.

All SUD providers shall document treatment services, activities, sessions, and assessments.⁵⁴ In accordance with BHIN No. 23-068, DHCS removed care plan requirements from DMC and DMC-ODS, with the exception of Narcotic Treatment Programs (NTP), and replaced them with these new behavioral health documentation requirements, including problem list and progress notes requirements. NTP are required by Federal law to create care plans for their beneficiaries.⁵⁵

NTP physical examination requirements are as follows:⁵⁶

- » An evaluation of the applicant's organ systems for possibility of infectious diseases; pulmonary, liver, or cardiac abnormalities; and dermatologic sequelae of addiction.
- » A record of the applicant's vital signs (temperature, pulse, blood pressure, and respiratory rate).
- » An examination of the applicant's head, ears, eyes, nose, throat (thyroid), chest (including heart and lungs), abdomen, extremities, skin, and general appearance.
- » An assessment of the applicant's neurological system.
- » A record of an overall impression that identifies any medical condition or health problem for which treatment is warranted.

Pregnant women who are dependent on opioids and have a documented history of addiction to opioids, may be admitted to maintenance treatment without documentation of a two-year addiction history or two prior treatment failures.⁵⁷

Physicians shall reevaluate the pregnant woman no later than 60 days postpartum to determine whether continued maintenance treatment is appropriate.⁵⁸

Referrals

It is required for a SUD treatment provider to submit a referral when the provider has insufficient capacity to provide treatment services to a pregnant and/or parenting woman.⁵⁹ Providers shall establish, maintain, and update individual patient records for

pregnant and parenting women, which shall include referrals.⁶⁰

If no treatment facility has the capacity to provide treatment services, the provider will make available or arrange for interim services within 48 hours of the request, including a referral for prenatal care.⁶¹ Refer to the following sections for more information:

- » Interim Services
- » Capacity Management
- » Waiting List

Best Practices for Referrals

It is encouraged to use SAMHSA's Screening, Brief Intervention, and Referral to Treatment Initiative (SBIRT) to provide opportunities for early intervention with at-risk SUD pregnant and parenting women before more severe consequences occur. Many people with SUDs do not seek specialty addiction treatment but often enter the healthcare system through general medical settings. This is an important but neglected opportunity to screen for substance misuse and provide brief interventions or referrals to specialty care.⁶² SBIRT is a comprehensive, integrated, public health approach to address the disconnection that often happens beginning with the lack of identification of substance-related problems of the patient and extending to the failure of appropriate referrals and brief interventions.⁶³

The State utilizes the data from the Drug and Alcohol Treatment Access Report (DATAR) report to effectively locate and refer applicants to available and appropriate treatment options. Data in DATAR is collected monthly, however, to meet our obligations to our communities and funding sources, it is best we update our data more frequently. Please also note that when reporting referrals, do not include referrals to non-treatment services such as medical appointments, twelve-step programs, or other recovery support services.

Interim Services

It is required for SUD treatment providers to make interim services available for pregnant and parenting women awaiting admission into treatment.⁶⁴ The purpose of providing interim services is to reduce the adverse health effects of substance use, promote the health of the woman, and reduce the risk of disease transmission.⁶⁵

If a SUD treatment provider has insufficient capacity to provide treatment services to pregnant and parenting women using drugs intravenously, and a referral to treatment has been made, the provider must:

- » Admit the woman no later than 14 days of the request;⁶⁶ or

- » Admit the woman no later than 120 days of the request and provide interim services no later than 48 hours after the request.⁶⁷
- » At a minimum, interim services include the following:⁶⁸
 - Counseling and education about the risks and prevention of transmission of HIV and TB.
 - Counseling and education about the risks of needle-sharing.
 - Counseling and education about the risks of transmission to sexual partners and infants.
 - Referral for HIV or TB services.
 - Counseling on the effects of alcohol and drug use on the fetus; and referrals for prenatal for pregnant women.

Referrals based on individual assessments that may include, but are not limited to self-help recovery groups, pre-recovery and treatment support groups, sources for housing, food and legal aid, case management, children's services, medical services, and Temporary Assistance to Needy Families (TANF)/Medi-Cal services.

Best Practices for Interim Services

It is encouraged to use these additional methods for providing Interim Services for pregnant and parenting women while they are awaiting admission into treatment:⁶⁹

- » Peer mentorship
- » Services by telephone or e-mail
- » Risk assessment activities
- » Drop-in centers

Capacity Management

It is required to maintain a capacity management system to track and manage the flow of clients with SUDs entering treatment. These systems serve to ensure timely placement into the appropriate level of care.⁷⁰

When a SUD treatment provider cannot admit a pregnant and parenting woman because of insufficient capacity, the provider will provide or arrange for interim services within 48 hours of the request, including a referral for prenatal care.⁷¹

Refer to the following sections for more information:

- » Interim Services

- » Waiting List
- » Referrals

In the event a treatment facility has insufficient capacity to provide treatment services, the provider must refer the woman to DHCS through its capacity management program the DATAR.⁷² The DATAR system is used to collect data on SUD treatment capacity and waiting lists.⁷³ When a SUD treatment provider serving intravenous substance users reaches or exceeds 90 percent of its treatment capacity, the provider must report this information to the DATAR for each month by the 10th of the following month.⁷⁴

Best Practices for Capacity Management

It is encouraged to update DATAR data more frequently to effectively track excess treatment capacity. This allows programs to effectively refer individuals to a treatment facility that currently has capacity. For more information regarding the DATAR program and technical assistance, visit the DHCS DATAR webpage at <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>.

Waiting List

It is required to maintain a waiting list to ensure pregnant and parenting women receive timely treatment. Long waiting periods and delayed services serve as a barrier for substance users seeking treatment.⁷⁵

SUD treatment providers must submit waiting list information to DATAR upon reaching capacity.⁷⁶ Waiting lists must include a unique patient identifier for each injection substance user seeking treatment and include those receiving interim services while awaiting admission into treatment.⁷⁷ SUD treatment providers must also:

- » Develop a mechanism for maintaining contact with the women waiting for admission to treatment.⁷⁸
 - As space becomes available, SUD treatment providers will match clients in need of treatment with a SUD treatment provider that renders the appropriate treatment services within a reasonable geographic area.⁷⁹
- » Ensure injection drug users are placed in comprehensive treatment within 14 days.⁸⁰
 - If any individual cannot be placed in comprehensive treatment within 14 days, then the provider must admit the woman no later than 120 days and provide interim services no later than 48 hours after the request.⁸¹
 - Refer to the Interim Services Section for more information.

- » A woman may be removed from the waiting list and not provided treatment within the 120 days if she cannot be located or refuses treatment.⁸² It is important to note that:⁸³
 - Days waited will only include those days waiting for treatment due to an unavailability of a slot.
 - Circumstances unique to the individual's life are not counted as day on the waiting list.
- » If a woman requests treatment at a later date and space is not available, refer to the following sections for more information:
 - Interim Services
 - Capacity Management
 - Referrals

Case Management

It is required that SUD treatment providers provide or arrange for case management to ensure that pregnant and parenting women, and their children, have access to the following services:⁸⁴

- » Primary medical care, including prenatal care and child care.
- » Primary pediatric care, including immunizations.
- » Gender-specific treatment.
- » Therapeutic interventions for children to address developmental needs, sexual and psychological abuse, and neglect.

Best Practices for Case Management

It is encouraged to apply the following case management principles:

- » Case management is client-driven and driven by client needs.
 - The aim of case management is to provide the least restrictive level of care necessary so that the client's life is disrupted as little as possible.
- » Case management involves advocacy.
 - The paramount goal when dealing with substance use clients and diverse services with frequently contradictory requirements is the need to promote the client's best interests.

- » Case management is community-based.
 - All case management approaches can be considered community-based because they help the client negotiate with community agencies and seek to integrate formalized services with informal care resources such as family, friends, self-help groups, and church.
- » Case management is pragmatic.
 - Case management begins "where the client is," by responding to such tangible needs as food, shelter, clothing, transportation, or childcare.
- » Case management is anticipatory.
 - Case management requires an ability to understand the natural course of addiction and recovery, to foresee a problem, to understand the options available to manage it, and to take appropriate action.
- » Case management must be flexible.
 - The need for flexibility is largely responsible for the numerous models of case management and difficulties in evaluating interventions.
- » Case management is culturally sensitive.
 - Accommodation for diversity, race, gender, ethnicity, disability, sexual orientation, and life stage (for example, adolescence or old age), should be built into the case management process.

Transportation

It is required for SUD treatment providers to provide or arrange for transportation to ensure that pregnant and parenting women, and their children, have access to all the services aforementioned in the case management section.⁸⁵

In addition, SUD treatment providers shall provide or arrange transportation to ensure service access to and from medically necessary treatment for pregnant and parenting women.^{86, 87}

Medi-Cal offers transportation to and from appointments for services covered by Medi-Cal. This includes transportation to medical, dental, mental health, or SUD appointments, and to pick up prescriptions and medical supplies. The [DHCS Transportation webpage](#) provides information on how to schedule transportation services, find approved transportation providers, and other related resources. For additional Medi-Cal Transportation Service questions, please email DHCSNMT@dhcs.ca.gov.

Best Practices for Transportation

It is encouraged to use these additional methods for providing transportation services:

- » Provide vouchers and tickets for public transportation.
- » Implement contracts with community-based transportation services (i.e., Uber, Lyft, shuttle services, etc.).
- » Provide company owned vehicles.

Recovery Support

It is required to provide recovery support services for pregnant and parenting women who have a SUD. Recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. SUD Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and the development of parenting skills.⁸⁸

Upon treatment completion and discharge from a treatment provider, pregnant and parenting women shall continue receiving recovery support services to encourage continued health and wellness.

Providers shall complete a discharge summary for pregnant and parenting women being discharged.⁸⁹ The discharge summary shall be completed within thirty (30) calendar days of the date of the last face-to-face treatment contact with the beneficiary.

The discharge summary shall include:

- » The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
- » The reason for discharge.
- » A narrative summary of the treatment episode.
 - The beneficiary's prognosis.⁹⁰
- » For narcotic treatment program services, the discharge summary shall meet the requirements of Section 10415, Title 9, CCR⁹¹

Best Practices for Recovery Support

It is encouraged to use a variety of recovery support methods as the process of recovery is highly personal. Methods may include clinical treatment, medications, faith-based approaches, peer support, family support, self-care, and other approaches. Recovery is characterized by continual growth and improvement in one's health and wellness and

managing setbacks. Because setbacks are a natural part of life, resilience becomes a key component of recovery.⁹²

SAMHSA's Four Major Dimensions of Recovery:

- » Health – Overcoming or managing one's disease(s) or symptoms, and making informed, healthy choices that support physical and emotional well-being.
- » Home – Having a stable and safe place to live.
- » Purpose – Conducting meaningful daily activities, such as a job, school volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society.
- » Community – Having relationships and social networks that provide support, friendship, love, and hope.

Recovery support services help people enter into and navigate systems of care, remove barriers to recovery, stay engaged in the recovery process, and live full lives in communities of their choice.

Treatment Modalities

It is required to provide Residential,⁹³ Outpatient Drug Free Treatment Services,⁹⁴ Narcotic Treatment Programs,⁹⁵ Intensive Outpatient Treatment Services, and Naltrexone Treatment Services⁹⁶ to pregnant and parenting women.

Pregnant women who were eligible for Medi-Cal and received Medi-Cal during the last month of pregnancy shall continue to receive the full breadth of medically necessary services through the end of the 365-day postpartum period. Postpartum begins on the last day of pregnancy.⁹⁷

A pregnant or parenting woman can stay in residential treatment longer than the 30 or 60 days if the assessment indicates such a need. Please see the funding table in Appendix A for more information.

Providers must adhere to the following requirements when delivering SUD services in Licensed Residential Facilities or Outpatient Programs that deliver treatment services to pregnant and parenting women:

- » Licensed Residential SUD Treatment Services – Providers offering residential SUD services to pregnant and parenting women shall provide a range of activities and services. Supervision and treatment services shall be available day and night, seven days a week.⁹⁸

- » Outpatient Programs – Mother and child habilitative services shall be provided to pregnant and parenting women.⁹⁹ During Intensive Outpatient Treatment services, group counseling shall be conducted with no less than two and no more than 12 clients at the same time.^{100, 101}

Parenting Skills

It is required to incorporate parenting skills into a woman's care plan to help the woman and her child(ren) while the woman is in treatment.¹⁰² Parenting skills are defined as a relationship between a woman and her child(ren) that includes identification of feelings, empathy, active listening, and boundary setting.^{103, 104} The mothers can practice these skills alone or with their children.

Parenting skills can be improved through education in child development, skill-building training, counseling, modeling, and problem-solving in specific instances of parent-child interactions.¹⁰⁵

Best Practices Parenting Skills

It is encouraged to match parenting, coaching, and/or other support groups to the women's services that can help improve her ability to cope with new parenting skills. Parents need time to practice their new parenting skills and change patterns of behavior to improve interactions with their children.

Topics for parenting skills and relationship building can include, but are not limited to, the following:¹⁰⁶

- » Developmentally age-appropriate programs for children.
- » Parenting education for mothers.
- » Strategies to improve nurturing for mothers and children.
- » Appropriate parent-child roles, including modeling opportunities.
- » Integration of culturally competent parenting practices and expectations.
- » Nutrition
- » Children's mental health needs.
- » Integration of culturally competent parenting practices and expectations.
- » Education for mothers about child safety.
- » Children's substance use prevention curriculum.
- » Children's mental health needs.

Best Practices for Child Care

It is encouraged that SUD treatment providers provide on-site, licensed child care in accordance with child care licensing requirements.¹⁰⁷ Conducting child care within close proximity of the SUD treatment provider may serve as a motivation for the mothers to stay in treatment.¹⁰⁸

When a SUD treatment provider is unable to provide licensed on-site child care services, the SUD treatment provider should partner with local, licensed child care facilities. Providers can also offer on-site, license-exempt child care through a cooperative arrangement between parents for the care of their children.¹⁰⁹

All the following conditions must be met in the event of a cooperative arrangement:¹¹⁰

- » Parents shall combine their efforts, so each parent rotates as the responsible care giver with respect to all the children in the cooperative arrangement.
- » Any person caring for the children shall be a parent, legal guardian, stepparent, grandparent, aunt, uncle, or adult sibling of at least one of the children in the cooperative arrangement.
- » No monetary compensation, including receipt of in-kind income, may be provided in exchange for the provision of care.
- » No more than 12 children can receive care in the same place at the same time.

When possible, it is recommended that women offering child care in the cooperative arrangement be directed under supervision of an experienced staff member with expertise in child development. This staff member can teach the women how to respond appropriately to a child's needs and help women address child-specific issues.¹¹¹ NOTE: This staff member should have passed a background check before working in the program's child care.

For women in SUD treatment, access to child care is a critical factor that may serve as a barrier to a woman's participation in treatment. Children born to mothers with SUDs are at a greater risk of in-utero exposure to substances. As a result, many of these children struggle to achieve basic developmental milestones and they often require child care that extends beyond basic supervision.¹¹²

In addition, it is recommended that child care services include therapeutic and developmentally appropriate services to help identify a child's developmental delays, including emotional and behavioral health issues.^{113, 114} When appropriate, child care services should be tailored to each child and support the child's individual developmental needs. This includes considering a child's culture and language to incorporate culturally responsive practices and deliver culturally appropriate services.

Furthermore, if other clinical treatment services for the child are deemed medically necessary, services should be comprehensive and, at a minimum, include intake; screening and assessment of the full range of medical, developmental, emotional-related factors; care planning; residential care; case management; therapeutic child care; substance use education and prevention; medical care and services; developmental services; and mental health and trauma services.¹¹⁵

Appendix A: Regulation Requirements Chart

Section Requirements	Regulation	DMC / DMC-ODS	SUBG
Priority Population			
Pregnant women	45 C.F.R. § 96.124(e) HSC § 11757.59(a)		X
Parenting/Postpartum women	45 C.F.R. § 96.124(e) HSC § 11757.59(a)		X
Parenting/Postpartum women (up to 365 days)	22 CCR § 51341.1(c)(3)	X	X
Women with dependent children	22 CCR § 50260		X
Women attempting to regain custody of their children	45 C.F.R. § 96.124(e) HSC § 11757.59(a)		X
Admission Priorities			
Pregnant injection drug users	45 C.F.R. § 96.131(a)(1)		X
Pregnant substance users	45 C.F.R. § 96.131(a)(2)		X
Injection drug users	45 C.F.R. § 96.131(a)(3)		X
All others	45 C.F.R. § 96.131(a)(4)		X

*Not exclusive to pregnant and parenting women

Appendix A: Regulation Requirements Chart Continued

Section Requirements	Regulation	DMC / DMC-ODS	SUBG
Outreach and Engagement			
Promote awareness about communicable diseases	45 C.F.R. § 96.126(e)(3)		X
Select, train, and supervise outreach workers	45 C.F.R. § 96.126(e)(1)		X
Contact, communicate, and follow-up with high-risk individuals with SUD	45 C.F.R. § 96.126(e)(2)		X
Recommend steps that can be taken to ensure HIV transmission doesn't occur	45 C.F.R. § 96.126(e)(4)		X
Encourage entry into treatment	45 C.F.R. § 96.126(e)(5)	X*	X
Partnerships			
Coordinate with other systems health care, social services, corrections and criminal justice, education, vocational rehabilitation, and employment services	45 C.F.R. §96.132(c)		X
Screening			
Implement infection control procedures	45 C.F.R. § 96.127(a)(3)		X

*Not exclusive to pregnant and parenting women

Appendix A: Regulation Requirements Chart Continued

Section Requirements	Regulation	DMC / DMC-ODS	SUBG
Intervention			
Provide/arrange for gender-specific treatment services	45 C.F.R. § 96.124(e)(3)		X
Provide/arrange for child care services	45 C.F.R. § 96.124(e)(3)		X
Provide/arrange for therapeutic interventions for children of clients	45 C.F.R. § 96.124(e)(4)		X
Assessment and Placement			
Perform/Acquire physical examinations	22 CCR § 51341.1(h)(1)(A)(iv)	X*	
Treatment and Planning			
Individual care planning	22 CCR 51341.1(h)(2)(A)	X*	
Mother/child habilitative and rehabilitative services	22 CCR 51341.1(c)(4)(A)	X	
Access to Services	22 CCR 51341.1(c)(4)(B)	X	
Education to reduce harmful effects of SUD on mother and fetus	22 CCR 51341.1(c)(4)(C)	X	
Coordination of ancillary services	22 CCR 51341.1(c)(4)(D)	X	

*Not exclusive to pregnant and parenting women

Appendix A: Regulation Requirements Chart Continued

Section Requirements	Regulation	DMC / DMC-ODS	SUBG
Referrals			
Refer to the appropriate SUD treatment services	45 C.F.R. § 96.131(c) 45 C.F.R. § 96.131(d)(1)		X
Interim Services			
Provide interim services	45 C.F.R. § 96.131(d)(2)		X
Capacity Management			
Monitor capacity	45 C.F.R. § 96.131(d)(2)		X
Notify DHCS upon reaching 90% capacity	45 C.F.R. § 96.126(a)		X
Waiting List			
Maintain waiting list	45 C.F.R. § 96.126(d)		X
Maintain contact with woman awaiting admission into treatment	45 C.F.R. § 96.126(c)		X
Transportation			
Provide and/or arrange for transportation to and from medically necessary services	22 CCR § 51341.1(c)(4)(B) 45 C.F.R. § 96.124(e)(5)	X	X

*Not exclusive to pregnant and parenting women

Appendix A: Regulation Requirements Chart Continued

Section Requirements	Regulation	DMC / DMC-ODS	SUBG
Case Management			
Provide case management services	45 C.F.R. § 96.124(e)(5)		X
Provide primary medical care	45 C.F.R. § 96.124(e)(1)		X
Provide primary pediatric care	45 C.F.R. § 96.124(e)(2)		X
Provide gender-specific treatment	45 C.F.R. § 96.124(e)(3)		X
Recovery Support			
Develop and provide beneficiary with discharge plan	22 CCR § 51341.1(h)(6)(A)	X*	
Treatment Modalities			
Residential treatment services	22 CCR § 51341.1(b)(20)		X
Outpatient treatment services	22 CCR § 51341.1(d)(2)	X*	
Narcotic treatment programs	22 CCR § 51341.1(d)(1)	X*	
Group counseling	22 CCR § 51341.1(b)(11)(B)	X*	
Intensive outpatient services	22 CCR § 51341.1(d)(3)	X	X
Transitional housing	MHSUDS Information Notice NO.: 16-059-Room and Board for Transitional Housing		X

*Not exclusive to pregnant and parenting women

ENDNOTES

¹ California Health and Safety Code (HSC) Division 10.5, Part 1, Chapter 2, Alcohol and Drug Affected Mothers and Infants Act

² Code of Federal Regulations (CFR), Title 45, Public Welfare, Part 96, Subpart L; California HSC Division 10.5, Part 1, Chapter 2, Alcohol and Drug Affected Mothers and Infants Act

³ 22 California Code of Regulations (CCR) § 51341.1

⁴ Welfare and Institutions Code (WIC) 14184.100 – 14184.800

⁵ Title 42, United States Code (USC) Section 300x-22(b)

⁶ DHCS, Mental Health and SUD Services (MHSUDS) Information Notice (IN) 21-014, Exhibit C. Retrieved from: [SFY 21-22 FFY 22 SUBG Ex C Part 1 3.24.21.pdf \(ca.gov\)](#)

⁷ NASADAD. Guidance to States: Treatment Standards for Women with SUD (2008). <https://nasadad.org/wp-content/uploads/2010/12/Guidance-to-States-Treatment-Standards-for-Women1.pdf>

⁸ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

⁹ HSC §11757.50 through 11757.61; 22 CCR § 51341.1

¹⁰ Lester, B. M., Andreozzi, L., & Appiah, L. (2004). Substance use during pregnancy: time for policy to catch up with research. *Harm Reduction Journal*, 1, 5. Retrieved from: <http://doi.org/10.1186/1477-7517-1-5>

¹¹ 45 CFR § 96.124(e)

¹² HSC § 11757.59(a)

¹³ 22 CCR § 51341.1(c) (3)

¹⁴ 22 CCR § 50260

¹⁵ [22-23 \(ca.gov\)](#)

¹⁶ [1 23-34 \(ca.gov\)](#)

¹⁷ Forray, A. (2016). Substance use during pregnancy. *F1000Research*, 5, F1000 Faculty Rev–887. Retrieved from: <http://doi.org/10.12688/f1000research.7645.1>

¹⁸ 45 C.F.R. § 96.131(a)

¹⁹ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

²⁰ Forray, A. (2016). Substance use during pregnancy. *F1000Research*, 5, F1000 Faculty Rev–887. Retrieved from: <http://doi.org/10.12688/f1000research.7645.1>

²¹ 45 CFR § 96.126(e)

²² 45 CFR § 96.131(b)

²³ 45 CFR § 96.131(b)

²⁴ [eCFR :: 45 CFR 96.125 -- Primary prevention.](#)

²⁵ 45 CFR 96.124(e)(5)

²⁶ 22 CCR § 51341.1(c)(4)(B)

²⁷ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

²⁸ [eCFR :: 42 CFR 440.130 -- Diagnostic, screening, preventive, and rehabilitative services.](#)

²⁹ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

³⁰ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

³¹ *ibid*

³² 45 C.F.R. § 96.124(e)(3)

³³ *ibid*

³⁴ 45 C.F.R. § 96.124(e)(4)

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- ³⁵ Retrieved from: [2 Patterns of Use: From Initiation to Treatment - Substance Abuse Treatment: Addressing the Specific Needs of Women - NCBI Bookshelf \(nih.gov\)](#)
- ³⁶ [SAMHSA TIP 35 Enhancing Motivation for Change in Substance Use Disorder Treatment](#)
- ³⁷ [CA 20-0006-A Approval Package](#)
- ³⁸ [SABG Policy Manual V2 3-25-21.pdf \(ca.gov\)](#)
- ³⁹ 42 CFR § 8.12
- ⁴⁰ 22 CCR § 51341.1(h)(1)(A)(iv)
- ⁴¹ 22 CCR § 51341.1(g)(1)(A)(iii)
- ⁴² 22 CCR § 51341.1(h)(1)(A)(iv)
- ⁴³ DMC-ODS Waiver Exhibit A, Attachment 1. Retrieved from: [https://www.dhcs.ca.gov/provgovpart/Documents/DMC-ODS Waiver/DMC-ODS ExhibitA Attachment1 Boilerplate.pdf](https://www.dhcs.ca.gov/provgovpart/Documents/DMC-ODS%20Waiver/DMC-ODS%20ExhibitA%20Attachment1%20Boilerplate.pdf) page 102 Intergovernmental agreement terms
- ⁴⁴ WIC § 14184.402(e)(1)
- ⁴⁵ [MHSUDS IN 18-046](#)
- ⁴⁶ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)
- ⁴⁷ Redko, C., Rapp, R. C., & Carlson, R. G. (2006). Waiting Time as a Barrier to Treatment Entry: Perceptions of Substance Users. *Journal of Drug Issues*, 36(4), 831–852. Retrieved from: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2396562/>
- ⁴⁸ [CA 20-0006-A Approval Package](#)
- ⁴⁹ 22 CCR § 51341.1(h)(2)(A)
- ⁵⁰ *ibid*
- ⁵¹ *ibid*
- ⁵² 22 CCR 51341.1(c)(3)
- ⁵³ 22 CCR 51341.1(c)(4)
- ⁵⁴ 22 CCR § 51341.1(g)(1)(B)

⁵⁵ 42 CFR § 8.12

⁵⁶ 9 CCR § 10270

⁵⁷ 9 CCR § 10270(d)(5)

⁵⁸ 9 CCR § 10270(e)

⁵⁹ 45 CFR § 96.131(d)(1)

⁶⁰ 22 CCR § 51341.1(g)(1)(B)

⁶¹ 45 CFR § 96.131(d)(2)

⁶² [SAMHSA TIP 35 Enhancing Motivation for Change in Substance Use Disorder Treatment](#)

⁶³ [SAMHSA TIP 35 Enhancing Motivation for Change in Substance Use Disorder Treatment](#)

⁶⁴ *ibid*

⁶⁵ 45 CFR §96.121

⁶⁶ 45 CFR § 96.126(b)(1)

⁶⁷ 45 CFR § 96.126(b)(2)

⁶⁸ 45 CFR § 96.121 (Interim Services or Interim Substance Abuse Services)

⁶⁹ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

⁷⁰ 45 CFR § 96.126(a)

⁷¹ 45 CFR § 96.131(d)(2)

⁷² 45 CFR § 96.131(c)

⁷³ *ibid*

⁷⁴ DATAR Web User Manual, DHCS (2014). Retrieved from:
https://www.dhcs.ca.gov/provgovpart/Documents/DATARWeb_Manual_04-15-2014.pdf

⁷⁵ Redko, C., Rapp, R. C., & Carlson, R. G. (2006). Waiting Time as a Barrier to Treatment Entry: Perceptions of Substance Users. *Journal of Drug Issues*, 36(4), 831– 852. Retrieved from: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2396562/>

⁷⁶ 45 CFR § 96.126(c)

⁷⁷ *ibid*

⁷⁸ 45 CFR § 96.126(c)

⁷⁹ *ibid*

⁸⁰ 45 CFR § 96.126(d)

⁸¹ 45 CFR § 96.126(b)(2)

⁸² 45 CFR § 96.126(d)

⁸³ [CalOMS Tx Data Collection Guide JAN 2014](#)

⁸⁴ 45 CFR § 96.124(e)(5)

⁸⁵ 45 CFR § 96.124(e)(5)

⁸⁶ 22 CCR § 51341.1(c)(4)(B)

⁸⁷ All Plan Letter 22-008, Non-Emergency Medical and Non-Medical Transportation Services. May 18, 2022. Retrieved from:
<https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2022/APL22-008.pdf>

⁸⁸ 22 CCR § 51341.1(c)(3)

⁸⁹ 22 CCR § 51341.1(h)(6)(A)

⁹⁰ *ibid*

⁹¹ 22 CCR § 51341.1(h)(6)(B)

⁹² SAMHSA. Recovery and Recovery Support; Retrieved from:
<https://www.samhsa.gov/recovery>

⁹³ 22 CCR § 51341.1(c)(4)

⁹⁴ 22 CCR § 51341.1(d)(2)

⁹⁵ 22 CCR § 51341.1(d)(1)

⁹⁶ 22 CCR § 51341.1(d)(5)

⁹⁷ 22 CCR § 50260

⁹⁸ 22 CCR § 51341.1(b)(20)

⁹⁹ 22 CCR § 51341.1(c)(4)(A)

¹⁰⁰ 22 CCR § 51341.1(b)(11)(B)

¹⁰¹ 22 CCR § 51341.1(d)(3)

¹⁰² 110HSC § 11757.59(b)(2)(E); 22 CCR § 51341.1(c)(3); 51341.1(c)(4)(A)

¹⁰³ *ibid*

¹⁰⁴ NASADAD. Guidance to States: Treatment Standards for Women with Substance Use Disorders (2008). Retrieved from: <http://nasadad.org/wp-content/uploads/2010/12/Guidance-to-States-Treatment-Standards-for-Women1.pdf>

¹⁰⁵ 22 CCR 51341.1(d)(4)

¹⁰⁶ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

¹⁰⁷ 22 CCR §§ 101151 through 101163

¹⁰⁸ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

¹⁰⁹ 22 CCR § 51341.1(c)(4)(A); 22 CCR § 102358; HSC § 1596.792(e)

¹¹⁰ 22 CCR § 102358; HSC § 1596.792(e)

¹¹¹ Caring for our Children: National Health and Safety Performance Standards; Guidelines for Early Care and Education Programs, Third Edition. American Academy of Pediatrics, American Public Health Association, National Resource Center for Health and Safety in Child Care and Early Education (2011). Page 416. Retrieved from: https://nrckids.org/files/CFOC3_updated_final.pdf

¹¹² [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

¹¹³ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

¹¹⁴ NASADAD. Guidance to States: Treatment Standards for Women with Substance Use Disorders (2008). Retrieved from: <http://nasadad.org/wp-content/uploads/2010/12/Guidance-to-States-Treatment-Standards-for-Women1.pdf>

¹¹⁵ [SAMHSA. TIP 51: Substance Abuse Treatment: Addressing the Specific Needs of Women, \(2009\)](#)

Fresno County Behavioral Health Requirements

I. General Requirements

- a. **Guiding Principles.** Contractors shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit C – Attachment A to this Agreement, titled “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Rights of Persons Served.** Contractors shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractors shall inform every person served of their rights as set forth in Exhibit C – Attachment B to this agreement, titled “Fresno County Behavioral Health Plan Rights of Persons Served”.
- c. **Licenses/Certificates.** Throughout the term of this Agreement, Contractors and Contractors’ staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the 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. Contractors 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, Contractors and Contractors’ staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
- d. **Training.** Contractors agree that their employees, volunteers, interns, and student trainees or subcontractors of Contractors, in each case, are expected to perform professional services per an agreement with County. Contractors will comply with the training requirements and expectations referenced in Exhibit C – Attachment C to this Agreement, titled “Fresno County Department of Behavioral Health Contractor Training Requirements Reference Guide”.
- e. **Additional Responsibilities.** The parties acknowledge that, during the term of this Agreement, the Contractors will hire, train, and credential staff, and County will perform additional staff credentialing to ensure compliance with State and Federal regulations, if applicable.

- f. **Subcontracts.** Contractors shall obtain written approval from County's Department of Behavioral Health Director, or designee, before subcontracting any of the services delivered under this Agreement. County's Department of Behavioral Health Director, or designee, retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractors will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.

Contractors shall be held primarily responsible by County for the performance of any transferee, assignee, or subcontractors unless otherwise expressly agreed to in writing by County's Department of Behavioral Health Director, or designee. The use of subcontractors by Contractors shall not entitle Contractors to any additional compensation that is provided for under this Agreement.

- g. **Reports.** The Contractors shall submit the following reports and data:
- i. **Outcome Data.** Contractors shall submit to County program performance outcome data, as requested. Outcome data and outcome requirements are subject to change at County's discretion.
 - ii. **Additional Reports.** Contractors shall also furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that Contractors fail to provide such reports or other information required hereunder, it shall be deemed sufficient cause for County to withhold monthly payments until there is compliance. In addition, Contractors shall provide written notification and explanation to County within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.
- h. **Compliance with Behavioral Health Specific Laws.**
- i. Contractors shall provide services in conformance with all applicable State and Federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:
 - 1. California Code of Regulations, Title 9;
 - 2. California Code of Regulations, Title 22;
 - 3. California Welfare and Institutions Code, Division 5;
 - 4. United States Code of Federal Regulations (CFR), Title 42, including but not limited to Parts 438 and 455;

5. United States CFR, Title 45;
 6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
 7. Balanced Budget Act of 1997;
 8. Health Insurance Portability and Accountability Act (HIPAA); and
 9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of County's, state or federal contracts governing services for persons served.
- ii. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.
 - iii. Contractors recognize that County operates its behavioral health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors. Contractors shall adhere to all State requirements, including those identified in Exhibit C – Attachment D to this Agreement, titled "State Behavioral Health Requirements".
- i. **Meetings.** Contractors shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractors shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.
 - j. **Monitoring.** Contractors agree to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractors' programs, in order to ensure compliance with the terms and conditions of this Agreement.

- k. **Electronic Health Record.** Contractor shall access County's EHR system, as licenses become available, in order to ensure persons served are continuing to participate in substance use disorder treatment services in accordance with the requirements listed in Exhibit B.

Disclaimer

Any information in Contractor's possession or control, or transmitted or received by Contractor, shall be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor is solely responsible for person served information accessed by Contractor in the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI) maintained by Contractor or accessed via County's DBH EHR system will be maintained in conformance with all HIPAA laws, as stated in section IX, "Federal and State Laws."

I. Generative Artificial Intelligence Technology Use & Reporting

- i. During the term of the Agreement, Contractors must notify the County in writing if their services or any work under this Agreement includes, or makes available, any previously unreported Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors. Contractors must provide information by submitting a "Generative Artificial Intelligence (GenAI) Reporting and Factsheet (STD 1000)". In addition, Contractors must notify the County of any new or previously unreported GenAI technology. At the direction of the County, Contractors shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the County.
- ii. Failure to disclose GenAI use to the County and failure to submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of this Agreement and are grounds for immediate termination in accordance with Article 6 of this Agreement.
- m. **Confidentiality.** All services performed by Contractors under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

- n. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractors must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.
- o. **Publicity Prohibition.**
 - i. **Self-Promotion.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for Contractors' advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
 - ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit B of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County's DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.
- p. **Child Abuse Reporting Act.**
 - i. Contractors shall establish a procedure acceptable to the County's DBH Director, or designee, to ensure that all of the Contractors' employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall include:
 - 1. A requirement that all Contractors' employees, consultants, subcontractors or agents performing services shall sign a statement that they know of and will comply with the reporting requirements as defined in Penal Code section 11166(a).
 - 2. Establishing procedures to ensure reporting even when employees, consultants, subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

II. **Assurances**

Certification of Non-exclusion or Suspension from Participation in a Federal Health Care Program.

- a. In entering into this Agreement, Contractors certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of this Agreement.
- b. In entering into this Agreement, Contractors certify, that they do not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractors shall conduct initial and monthly exclusion and suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US Department of Health and Human Services (DHHS):
 - i. www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded Individuals/Entities (LEIE) Federal Exclusions
 - ii. www.sam.gov/content/exclusions - General Service Administration (GSA) Exclusions Extract
 - iii. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
 - iv. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
 - v. Any other database required by DHCS or US DHHS.
- c. In entering into this Agreement, Contractors certify, that they do not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractors shall check the database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
- d. Contractors are required to notify County immediately if they become aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- e. Contractors shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

- f. Contractors must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- g. If a Contractor finds a provider that is excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractors shall not certify or pay any excluded provider with Medi-Cal funds, must treat any payments made to an excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

III. Inspection and Audit Requirements

- a. **Internal Auditing.** Contractors shall institute and conduct a Quality Assurance Process for all services provided hereunder.

Contractors shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractors' internal audit process. Contractors shall provide this notification and summary to County as requested by the County.
- b. **Access to Records.** Contractors shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractors shall allow County, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractors pertaining to such services at any time and as otherwise required under this Agreement.

IV. Right to Monitor

- a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of

Contractors in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractors in any auditing or monitoring conducted, according to this Agreement.

- b. **Accessibility.** Contractors shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractors have been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractors at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractors' place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv))

- c. **Cooperation.** Contractors shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractors to ensure compliance with laws, regulations, and requirements, as applicable.
- d. **Probationary Status.** County reserves the right to place Contractors on probationary status, as referenced in the Probationary Status Article, should Contractors fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally,

Contractors may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.

- e. **Record Retention.** Contractors shall retain all records and documents originated or prepared pursuant to the Contractors' performance under this Agreement, including grievance and appeal records, and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractors' or subcontractors' performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.
- f. **Facilities and Assistance.** Contractors shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of the Contractors.
- g. **County Discretion to Revoke.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractors have not performed satisfactorily.
- h. **Site Inspection.** Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractors shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractors shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractors.

V. Complaint Logs and Grievances

- a. **Documentation.** Contractors shall log complaints and the disposition of all complaints from a person served or their family. Contractors shall provide a copy of the detailed

complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractors shall allow persons served or their representative to file a grievance either orally, or in writing at any time with the Behavioral Health Plan. In the event Contractors are notified by a person served or their representative of a discrimination grievance, Contractors shall report discrimination grievances to the Behavioral Health Plan within twenty-four (24) hours. The Contractors shall not require a person served or their representative to file a Discrimination Grievance with the Behavioral Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

- b. **Rights of Persons Served.** Contractors shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 CFR § 438.100. The Contractors shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- c. **Incident Reporting.** Contractors shall file an incident report for all incidents involving persons served, following County DBH's Incident Reporting protocol.

VI. Compliance Requirements

a. Internal Monitoring and Auditing

- i. Contractors shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.
 - 1. Contractors shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
 - 2. Contractors shall bill only for those eligible services actually rendered which are also fully documented.
 - 3. Contractors shall ensure all employees/service providers maintain current licensure/certification/registration/waiver status as required by the respective licensing/certification Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

- ii. Should Contractors identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractors shall take prompt steps to correct said problem(s). Contractors shall report to DBH any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractors at their request.

b. Compliance Program

- i. The County DBH has established a Compliance Office for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractors shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to County DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.
- ii. Contractors' Compliance Program must include the following elements:
 - 1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractors' compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractors' Board of Directors.
- iii. Policies and Procedures
 - 1. Contractors shall have written policies and procedures that articulate the Contractors' commitment to comply with all applicable Federal and State standards. Contractors shall adhere to applicable County DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.

- iv. Contractors 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 arise, 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 with the requirements under this Agreement.
- v. Contractors shall implement and maintain written policies for all County DBH-funded employees, and of any contractors or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- vi. Contractors shall maintain documentation, verification or acknowledgement that the Contractors' employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Contractors' Compliance Program.
- vii. Contractors shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractors have the option to develop their own or adopt County DBH's Compliance Plan. Should Contractors develop their own Plan, Contractors shall submit the Plan prior to implementation for review and approval to:

Fresno County DBH Compliance Office

1925 E. Dakota Ave. Ste A

Fresno, California 93726

Or send via email to: DBHCompliance@fresnocountyca.gov

c. Program Integrity Requirements

- i. As a condition for receiving payment under a Medi-Cal managed care program, Contractors shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractors must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- ii. If Contractors identify an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractors shall immediately notify County DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- iii. If Contractors' internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractors' ability to pursue, the Contractors shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.
- iv. Contractors shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- v. Contractors shall immediately report any information about changes in circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.
- vi. Contractors shall immediately report any information about a change in Contractors' or Contractors' staff circumstances that may affect eligibility to participate in the behavioral health program.
- vii. Contractors understand DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractors at any time if there is a reasonable possibility of fraud or similar risk.

d. Code of Conduct

- i. Contractors shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
- ii. Contractors shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
- iii. Contractors shall bill only for eligible services actually rendered and fully documented.
- iv. Contractors shall act promptly to investigate and correct problems if errors in claims or billing are discovered.

- v. Contractor shall comply with County's Code of Conduct and Ethics and the County's Compliance Program in accordance with Exhibit C – Attachment E to this Agreement, titled "Fresno County Mental Health Compliance Program".

VII. Federal and State Laws.

- a. **Health Insurance Portability and Accountability Act.** County and Contractors 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 (PHI) as required by law.

County and Contractors acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

County and Contractors intend to protect the privacy and provide for the security of PHI pursuant to this 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 Contractors to enter into an agreement 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.

- b. Contractors and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information Act (CMIA), and California Welfare and Institutions Code section 5328. The Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.
- c. The County is a "Covered Entity," and each Contractor is a "Business Associate," as these terms are defined by 45 CFR 160.103. As a Business Associate, each Contractor agrees to comply with the terms of Exhibit C – Attachment F to this Agreement, titled "Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement".

VIII. Quality Management Requirements.

- a. **Reporting.**

- i. Outcomes Reports. Contractors shall complete Outcomes Reports in the form set forth in Exhibit C – Attachment G to this Agreement. Outcomes reports shall be submitted to County’s DBH for review within thirty (30) days of the end of each quarter.
- b. **Quality Improvement Activities and Participation.** Contractors shall comply with the County’s ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 CFR. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

Contractors shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to State and Federal requirements and responsibilities, to improve health outcomes and individuals’ satisfaction with services over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, individual and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and recredentialing, and person served grievances. Contractors shall measure, monitor, and annually report to the County on its performance.

IX. Cultural and Linguistic Competency

- a. **General.** All services, policies and procedures shall be culturally and linguistically appropriate. Contractors shall participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all Culturally and Linguistically Appropriate Service (CLAS) standards and requirements as set forth in Exhibit C – Attachment H to this Agreement, titled “National Standards on Culturally and Linguistically Appropriate Services”. Contractors shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity including active participation in the County’s Diversity, Equity and Inclusion Committee.

- b. **Policies and Procedures.** Contractors shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient persons served, including, but not limited to, assessing the cultural and linguistic needs of the persons served, training of staff on the policies and procedures, and monitoring its language assistance program. Contractors' policies and procedures shall ensure compliance of any subcontracted providers with these requirements.
- c. **Interpreter Services.** Contractors shall notify its persons served 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 limited and/or no English proficient persons served and/or persons served with disabilities. Contractors shall avoid relying on an adult or minor child accompanying the person served to interpret or facilitate communication; however, if the person served refuses language assistance services, the Contractors must document the offer, refusal, and justification in the file of the person served.
- d. **Interpreter Qualifications.** Contractors shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a person served or who directly communicate with a person in a language other than English (1) have completed annual training provided by County at no cost to Contractors; (2) have demonstrated proficiency in the language of the person served; (3) can effectively communicate any specialized terms and concepts specific to Contractors' services; and (4) adheres to generally accepted interpreter ethic principles. As requested by County, Contractors shall identify all who interpret for or provide direct communication to any program person served in a language other than English and identify when the Contractors last monitored the interpreter for language competence.
- e. **CLAS Standards.** Contractors shall submit to County for approval, within ninety (90) days from date of contract execution, Contractors' plan to address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and as set forth in Exhibit C – Attachment H "National Standards on Culturally and Linguistically Appropriate Services". As the CLAS standards are updated, Contractors' plan must be updated accordingly. As requested by County, Contractors shall be responsible for conducting an annual CLAS self-assessment and

providing the results of the self-assessment to the County. The annual CLAS self-assessment instruments shall be reviewed by the County and revised as necessary to meet the approval of the County.

- f. **Training Requirements.** Cultural responsiveness training for Contractors' staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractors shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.
- g. **Continuing Cultural Responsiveness.** Contractors shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness. Contractors shall designate a representative from Contractors' team to attend County's Diversity, Equity and Inclusion Committee.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

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 values and preferences of those we serve

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

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

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

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

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

FRESNO COUNTY BEHAVIORAL HEALTH PLAN RIGHTS OF PERSONS SERVED

Grievances

Fresno County Behavioral Health Plan (BHP) provides beneficiaries with a grievance and appeal process and an expedited appeal process to resolve grievances and disputes at the earliest and the lowest possible level.

Title 9 of the California Code of Regulations requires that the BHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file for a State Fair Hearing

The BHP has developed a Consumer Guide, a beneficiary rights poster, a grievance form, an appeal form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give the individuals served copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.

Beneficiaries have the right to use the grievance and/or appeal process without any penalty, change in mental health services, or any form of retaliation. All Medi-Cal beneficiaries can file an appeal or state hearing.

Grievances and appeals forms and self addressed envelopes must be available for beneficiaries to pick up at all provider sites without having to make a verbal or written request. Forms can be sent to the following address:

Fresno County Behavioral Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(800) 654-3937 (for more information)
(559) 488-3055 (TTY)

Provider Problem Resolution and Appeals Process

The BHP uses a simple, informal procedure in identifying and resolving provider concerns and problems regarding payment authorization issues, other complaints and concerns.

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the BHP address (listed above).

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has begun, when the complaint concerns a denied or modified request for BHP payment authorization, or the process or payment of a provider's claim to the BHP.

Payment authorization issues – the provider may appeal a denied or modified request for payment authorization or a dispute with the BHP regarding the processing or payment of a provider's claim to the BHP. The written appeal must be submitted to the BHP within 90 calendar days of the date of the receipt of the non-approval of payment.

The BHP shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

If the appeal concerns a denial or modification of payment authorization request, the BHP utilizes a Managed Care staff who was not involved in the initial denial or modification decision to determine the appeal decision.

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

Other complaints – if there are other issues or complaints, which are not related to payment authorization issues, providers are encouraged to send a letter of complaint to the BHP. The provider will receive a written response from the BHP within 60 calendar days of receipt of the complaint. The decision rendered by the BHP is final.



Fresno County Department of Behavioral Health Contractor Training Requirements Reference Guide

Contractors must consider and include sufficient time and funds for required trainings.

This Training Requirements Reference Guide identifies the required trainings that Contractors are responsible for offering to all employees, volunteers, interns, and student trainees of Contractors or their subcontractors who, in each case, are expected to perform professional services while contracted by County. There are some trainings offered by the County at no cost to Contractors, and those are identified within this document. The remaining trainings are the responsibility of Contractors to provide and cover associated costs. The expectations for Contractors' staff attending County-offered trainings are included within this guide.

I. Contractors are Responsible for Ensuring and/or Providing These Trainings are Offered and Completed

Health Insurance Portability and Accountability Act (HIPAA) Training

Duration: May vary based on selected training

As a covered entity, or a business associate of a covered entity, providers shall meet the training requirements described in the HIPAA Privacy Rule 45 CFR § 164.530(b)(1) and the HIPAA Security Rule 45 CFR § 164.308(a)(5). Providers may use their discretion to select an appropriate HIPAA training. Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire and annually thereafter.

Cultural Responsiveness Trainings

Duration: May vary based on Contractor's training preference

Contractors shall complete annual trainings on cultural competency, awareness, and diversity as identified by Contractors, and/or via the County's eLearning system. Contractors' DBH-funded staff shall be appropriately trained in providing services in a culturally sensitive manner and shall attend civil rights training as identified by Contractors, or online via the County's eLearning system.

DBH is available to assist Contractors' efforts toward cultural and linguistic responsiveness by providing the following:

- Technical assistance regarding culturally responsive training requirements.
- Mandatory cultural responsiveness training for Contractors' DBH-funded staff if training capacity allows.

- Technical assistance for translating information into County's threshold languages (currently Spanish and Hmong and subject to change). Contractors are responsible for securing translation services and all associated costs.

Ethics & Confidentiality

Duration: May vary based on selected training

All staff shall complete one training on Ethics & Confidentiality at a frequency as required by the applicable licensing or certifying board based on DBH-funded providers' qualifications and positions. This training should review California laws directly impacting behavioral health care staff, facilities, and/or persons served including but not limited to information on, access to records, mandated reporters, confidentiality and review of its laws including 42 CFR Part 2, ethical issues, and boundary issues. Training shall be completed by all DBH-funded providers within 30 days of contract execution or hire and annually thereafter.

Naloxone Administration Training

Duration: May vary based on selected training

Assembly Bill 381 (HSC, Section 11834.26) is a California law that requires licensed substance use disorder (SUD) recovery or treatment facilities to have at least two unexpired doses of naloxone or any other FDA-approved opioid antagonist medication on their premises at all times. The program service site shall also have at least one DBH-funded staff member who knows the location of the medication and is trained to administer it in case of an opioid overdose emergency. The training shall be documented in their personnel file. Non-compliance with this law can result in citations. Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire.

Title 42 Code of Federal Regulations Part 2 – SUD Confidentiality

Duration: May vary based on selected training

42 CFR Part 2 provides regulatory information on the privacy and security of a person's health information in substance use treatment. This course will provide information regarding this regulation including permissible disclosures of information specific to individuals seeking, receiving, or have received treatment for a substance use disorder.

Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire and annually thereafter.

Interpreter and Language Assistance Training

Duration: May vary based on selected training

Providers of Substance Use Disorder (SUD) treatment services are obligated to address various barriers in their planning and provision of services such as language differences. Providers should ensure that materials are available in English, Spanish, Hmong, and any other necessary languages, along with translation services for those with limited or no English proficiency or individuals with disabilities that affect their ability to engage with written or spoken content. Compliance with the Dymally-Alatorre Bilingual Services Act is mandatory, which includes providing access to materials in the county's threshold languages and language interpretation services. Additionally, providers shall offer language assistance, translation services, and video remote language interpreting services as required to ensure accessibility.

Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire and annually thereafter.

American Society of Addiction Medicine (ASAM) Criteria Training

Duration: May vary based on selected training

This effective and accessible solution for training will help practitioners understand, assess, and implement the six dimensions of the American Society of Addiction Medicine's The ASAM Criteria. Each section is devoted to a certain component of The ASAM Criteria, and information is reinforced through knowledge checks and a final exam that learners shall pass to receive credit. Skills that reinforce the module's learning objectives are practiced and applied through interactive case studies and followed up with review from Chief Editor of The ASAM Criteria, Dr. David Mee-Lee.

This training consists of three modules and shall be completed by all DBH-funded clinical staff prior to providing any services.

Evidence Based Practices

Duration: May vary based on selected training

All DBH-funded clinical staff shall complete training on three evidence-based practices (EBP's) within 30 days of contract execution or hire and annually thereafter.

Any EBP chosen would require Contractors to ensure a certification training for their providers.

One training shall be on Motivation Interviewing (MI), an EBP that is a method on facilitating and engaging intrinsic motivation within the person-served/client/member in order to change behavior. MI is a goal-oriented, client-centered counseling style

for eliciting behavior change by helping persons served to explore and resolve ambivalence.

Two additional trainings on EBP's shall be completed from the following list:

- Psycho-Education
- Trauma-Informed Treatment
- Cognitive Behavioral Therapy
- Relapse Prevention

Medication Assisted Treatment (MAT)

Duration: May vary based on selected training

This training course will provide a general overview of the medication used in MAT that are available through the DMC-ODS Waiver. The overview shall address each specific medication, including the primary use of treatment and the relationship, if any, with other medications available for treatment. As part of the MAT training content, participants will learn the theory of MAT and how MAT can be utilized to treat substance use disorders.

This training shall be completed by all DBH-funded clinical staff within 30 days of contract execution or hire and annually thereafter.

Notice of Adverse Benefit Determination (NOABD) Training

Duration: 8 Minutes

A Notice of Adverse Benefit Determination (NOABD) is a formal mechanism for notifying a person served of an adverse benefit determination in writing (e.g., denial or limited authorization of a requested service, denial of payment for a service, or failure to provide services in a timely manner).

This training outlines usage practices, timelines, and examples for each type of NOABD. Contractors can find the training in the Announcements section on the following webpage: <https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/Contract-Provider-Resources/Notifications-Associated-Documents>. Contractors shall be responsible for completing this training within 60 days of hire or contract effective date.

The Brief Questionnaire for Initial Placement (BQulP)

Duration: Time will vary

The DMC-ODS waiver requires counties to have a 24/7 beneficiary access line (BAL) for individuals seeking substance use disorder (SUD) treatment services by phone. To quickly and accurately direct callers to the appropriate treatment setting,

the University of California, Los Angeles' Integrated Substance Abuse Programs (UCLA ISAP) developed the BQuIP tool, which recommends the most suitable initial placement setting at least 80% of the time based on placement recommendations using a full ASAM assessment.

The training shall be completed by all DBH-funded clinical staff prior to using the tool.

Withdrawal Management Training

Duration: May vary based on selected training

Withdrawal Management (WM) training is required for ASAM Level of Care 3.2 WM. DBH-funded staff shall complete 6 hours of orientation training that covers the needs of residents who receive WM services for staff providing WM services or monitoring or supervising the provision of these services. On an annual basis, staff shall complete 8 hours of training that covers the needs of residents who receive WM services. Documentation of training shall be maintained in personnel records. DBH-funded staff training shall be implemented and maintained by the licensee pursuant to California Code of Regulations Title 9, Section 10564(k).

The training shall be completed by all clinical staff at the time of hire or contract execution and annually thereafter.

II. Training Expectations for Contractors' Employees when Attending County-provided Training

Expectations for Attendees:

- 1) Attendees are to adhere to wearing business casual attire, broadly defined as a code of dress that blends traditional business wear with a more relaxed style that is still professional and appropriate for an office environment, unless specifically directed otherwise or instructed by Trainers. Attendees are expected to dress in respectful, culturally inclusive attire.
- 2) Interested attendees shall register at least one week in advance of the training date.
- 3) Attendees shall be expected to be ready and prepared to be engaged by the training start time. Attendees are also expected to arrive back on time from breaks, including lunch, and attend the training through completion.
- 4) Attendees who arrive 15 minutes late, or more, shall be requested to return to their work site and their organization will be notified. Similarly, attendees may

not leave a training prior to the scheduled end time. Those who miss 15 minutes or more of training in total throughout the day may be asked to re-enroll for a later training date if one is available.

- 5) Personal use of cell phones, laptops and tablets, except for in cases of emergency, should not be used during training and should be set to silent. Any calls shall be taken outside of the training space. Attendees shall inform trainers and/or Staff Development if they are expecting to be contacted for any reason; this shall be done before the training begins, if possible. Other cell phone use, such as texting, playing games or browsing the internet shall not be permitted while training is in session. If conduct is deemed disruptive to colleagues and/or the trainer, attendees shall be asked to leave the training and return to their work site. Organization will be notified.
- 6) At times, attendees shall be required to complete pre- and post-training class assignments, as part of the learning objectives. Attendees shall be required to complete assigned activities to receive Continuing Education Credits, and certification, and training credit, if applicable.
- 7) Attendees shall be expected to complete pre- and/or post-training evaluations, when available.
- 8) Attendees shall notify Staff Development with their supervisor copied at (559) 600-9680 or DBHStaffDevelopment@fresnocountyca.gov at the earliest possible date if they can no longer attend a training for which they have registered.

Use of DBH Training Facilities

Parking

Attendees shall park in undesignated stalls at DBH training sites. Any parking restrictions shall be communicated prior to the training date or prior to the training start time.

Use of Facilities

Attendees shall be respectful while occupying the training space, keeping it and the surrounding area neat and clean. Attendees are encouraged to bring a reusable water bottle but shall be cognizant of and clean any spills. If the training allows for food, attendees shall ensure that their area is clean and dispose of any waste prior to leaving the training space.

STATE BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The County and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the County Behavioral Health Plan (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

Contractors 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 42, Code of Federal Regulations sections 2.1 *et seq*; 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.

4. NON-DISCRIMINATION

A. Eligibility for Services

Contractors shall prepare and make available to County and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

Contractors shall comply with County policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, County may withhold all further funds, until Contractors can show clear and convincing evidence to the satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractors who are related by blood or marriage to, or who is a member of the Board of Directors or an officer of the Contractors.

5. **PATIENTS' RIGHTS**

Contractors shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

STATE CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractors have, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractors will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractors may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractors have made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractors certify that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractors within the immediately preceding two (2) year period because of Contractors' failure to comply with an order of a Federal court, which orders Contractors to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractors hereby certify that Contractors will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractors agree to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractors hereby declare that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractors further declare under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractors agree to cooperate fully in providing reasonable access to the Contractors' records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractors' compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractors certify that they are in compliance with Public Contract Code Section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractors certify that they are in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractors need to be aware of the following provisions regarding current or former state employees. If Contractors have any questions on the status of any person rendering services or involved with this Agreement, the awarding agency shall be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on their own behalf as independent Contractors with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the

proposed contract within the twelve (12) month period prior to them leaving state service.

If Contractors violate any provisions of above paragraphs, such action by Contractors shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractors need to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractors affirm to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractors assure the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractors' name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractors are currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractors performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) shall be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A County, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local

governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractors shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form shall be completed by all Contractors that are not another state agency or other governmental entity.
9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractors or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State shall confirm the identity and determine the exclusion status of Contractors, any subcontractors, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractors through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases shall be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it shall promptly notify the Contractors and take action consistent with § 438.610(c).

The State shall ensure that Contractors with which the State contracts under this part is not located outside of the United States and that no claims paid by a Contractor to a network provider, out-of-network provider, subcontractors or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

**CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM)
REQUIREMENTS**

1. PROTECTIONS FOR PERSONS SERVED

- a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION
 - i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractors shall be immediately forwarded to the County's Plan Administration Division or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
 - ii. Contractors shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
 - iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) shall be issued by Contractors within the specified timeframes using the template provided by the County.
 - iv. NOABDs shall be issued to individuals anytime the Contractors has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractors shall inform the County immediately after issuing a NOABD.
 - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings shall be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - vi. Contractors shall provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - vii. Contractors shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures. The record shall be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
 - i. Contractors shall comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (I), (3) and (4).
- c. Continuity of Care

- i. Contractors shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

2. QUALITY IMPROVEMENT PROGRAM

a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

- i. Contractors shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractors shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractors' services at least annually.
 - 2. Evaluating grievances of the person served, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.
 - 4. Informing the County and individuals of the results of persons served/family satisfaction activities.
- ii. Contractors, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractors shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractors shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractors at least annually and shared with the County.
- iv. Contractors shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractors shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractors shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractors shall ensure that there is active participation by the Contractors' practitioners and providers in the QIC.
- vii. Contractors shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS

i. Timely access standards include:

1. Contractors shall have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal beneficiaries, the provider shall provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
2. Appointments data, including wait times for requested services, shall be recorded and tracked by Contractors, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Planning and Quality Management Division or other designated persons.
3. Urgent care appointments for services that do not require prior authorization shall be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization shall be provided to persons served within 96 hours of request.
4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) shall be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) shall be made available to Medi-Cal individuals within 15 business days from the date the person served or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- i. Contractors shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of

Contractors are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

- ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

d. **PHYSICIAN INCENTIVE PLAN**

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

3. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. **ELECTRONIC PRIVACY AND SECURITY**

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

4. PROGRAM INTEGRITY

- a. Credentialing and Re-credentialing of Providers
 - i. Contractors shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - 1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - 2. A history of loss of license or felony convictions;
 - 3. A history of loss or limitation of privileges or disciplinary activity;
 - 4. A lack of present illegal drug use; and
 - 5. The application's accuracy and completeness
 - ii. Contractors shall file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and shall make those available to the County upon request at any time.
 - iii. Contractors are required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Fresno County Mental Health Plan Compliance Program

CODE OF CONDUCT:

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of the Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

1. The County is a “Covered Entity,” and each Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractors will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.; 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 et seq.; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

3. Except as otherwise provided in this Agreement, the Contractors, as business associates of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractors.

4. Contractors shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health

care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a County funded program. Contractors shall not use such identifying information for any purpose other than carrying out Contractors' obligations under this Agreement.

5. Contractors shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the person served.

6. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

7. Contractors shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI.

Contractors shall make any amendment(s) to PHI in a designated record set at the request of County, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.

Contractors shall provide to County or to an individual, in a time and manner designated by County, information collected in accordance with 45 CFR Section 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

8. Contractors shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose

unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractors shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. Contractors shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Department of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
2048 North Fine Street
Fresno, California 93727

9. Contractors shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by the Contractors on behalf of County, available to the United States Department of Health and Human Services upon demand.

10. Safeguards

Contractors shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. Contractors shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractors' operations and the nature and scope of its activities. Upon County's request, Contractors shall provide County with information concerning such safeguards.

Contractors shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

11. Mitigation of Harmful Effects

Contractors shall mitigate, to the extent practicable, any harmful effect that is known to Contractors of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractors or its subcontractors in violation of the requirements of these provisions.

12. Contractors' Subcontractors

Contractors shall ensure that any of its subcontractors, if applicable, to whom Contractors provide PHI received from or created or received by Contractors on behalf of County, agree to the same restrictions and conditions that apply to Contractors with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

13. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractors shall return or destroy all PHI received from County (or created or received by Contractors on behalf of County) that Contractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of Contractors. If Contractors destroy the PHI data, a certification of date and time of destruction shall be provided to the County by Contractors.

14. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA

regulations.

15. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

16. Survival

The respective rights and obligations of the Contractors as stated in this Section shall survive the termination or expiration of this Agreement.

Program-Specific Outcomes and Performance Measurements Recovery Residences

To determine effectiveness and efficiency of services provided, the Department of Behavioral Health (DBH) will measure performance outcomes and/or results achieved. Performance outcome measures must be approved by DBH and satisfy all federal, state, and local mandates. Outcomes reports and requirements may change at DBH discretion. Contractor shall collect to the following outcome data elements each fiscal year, unless otherwise noted:

- Number of applicants on the waitlist for each program by month
- Amount of time spent on the waitlist
 - No applicant should be on the waitlist for longer than 6 months
- Number of unique individuals served by the program
- Number of groups at the residence offered/available to residents per month
- Number of residents who secure permanent housing
- Residents' level of satisfaction with the program and process towards removing barriers
 - Residents shall receive a satisfaction survey upon program exit

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

The Case for the Enhanced National CLAS Standards

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286>
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Fresno County Department of Behavioral Health Financial Terms and Conditions

Fresno County Department of Behavioral Health is committed to ensuring timely and accurate compensation for the delivery of services in our communities and fulfilling all associated responsibilities of the funding sources related to this Agreement. This document provides guidance on this Agreement's financial terms and conditions, responsibilities of each party, which includes but not limited to, maximum compensation, compensation structure, invoicing, payments, billing, recoupments, audits, reviews, examinations, and other fiscal related requirements.

Compensation

The County agrees to pay, and the Contractors agree to receive, compensation in accordance with the rates set forth in Exhibit D – Attachment A.

1. Maximum Compensation

The maximum compensation payable to the Contractors under this Agreement for the period of July 1, 2025 through June 30, 2026 is One Million, Three Hundred Seventy Thousand, One Hundred Thirty-Five and No/100 Dollars (\$1,370,135.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractors under this Agreement for the period of July 1, 2026 through June 30, 2027 is One Million, Four Hundred Eighteen Thousand, One Hundred Ninety-Six and No/100 Dollars (\$1,418,196.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractors under this Agreement for the period of July 1, 2027 through June 30, 2028 is One Million, Four Hundred Fifty-Six Thousand, Three Hundred Sixty-Six and No/100 Dollars (\$1,456,366.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractors under this Agreement for the period of July 1, 2028 through June 30, 2029 is One Million, Four Hundred Ninety Five Thousand, Four Hundred Fifty-Five and No/100 Dollars (\$1,495,455.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to the Contractors under this Agreement for the period of July 1, 2029 through June 30, 2030 is One Million, Five Hundred Thirty Five Thousand, Four Hundred Thirty-Seven and No/100 Dollars (\$1,535,437.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

2. Total Maximum Compensation.

In no event shall the maximum contract amount for all the services provided by the Contractors to County under the terms and conditions of this Agreement be in excess of Seven Million, Two Hundred Seventy-Five Thousand, Five Hundred Eighty-Nine and No/100 Dollars (\$7,275,589.00) during the entire term of this Agreement.

The Contractors acknowledge that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractors may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section.

The Contractors further acknowledge that County employees have no authority to pay the Contractors except as expressly provided in this Agreement.

Invoices

The Contractors shall submit monthly invoices to, in arrears by the fifteenth (15th) day of each month, in the format directed by County. The Contractors shall submit invoices electronically to:

- 1) dbhinvoicereview@fresnocountyca.gov;
- 2) dbh-invoices@fresnocountyca.gov; and
- 3) the assigned County's DBH Staff Analyst.

At the discretion of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or designee, shall have the right to withhold payment as to only the portion of the invoice that is incorrect or improper after five (5) days prior notice to Contractors. Contractors agree to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected to County's satisfaction, County's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Article 6 of this Agreement. If County's DBH does not provide notice of incorrect or otherwise improper invoices and causes delay in the reimbursement process, Contractors will follow the escalation process through the County's DBH Finance Division's Invoice Review Team, up to the DBH Finance Division Manager, and including the County's DBH Director and/or designee for the timely reimbursement of payment to Contractors.

Withholdings to an invoice by County's DBH shall be addressed by the Contractors and/or Contractors shall communicate any delays in resolving the incorrect or improper form with County's DBH within ninety (90) days of receiving notice or the withholdings will stand in perpetuity, or subject to County's discretion.

All final invoices for any fiscal year shall be submitted by Contractors within one hundred and twenty (120) days following the final month for which payment is claimed in that fiscal year. No action may be taken by County on any invoices submitted after one hundred and twenty (120) days of the end of the fiscal year where services are performed.

Invoices for daily rates shall be based on actual bed days expensed in the month of service. Failure to submit reports and other supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance.

Payment

Payments shall be made by County to Contractors in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Contractors within one hundred and

twenty (120) days following the final month of service for which payment is claimed for each fiscal year. No action shall be taken by County on claims submitted beyond the one hundred and twenty (120) day closeout period of each fiscal year. Any compensation which is not expended by Contractors pursuant to the terms and conditions of this Agreement shall automatically revert to County.

Payments shall be made upon certification or other proof satisfactory to the County that services have been performed or actual expenditures incurred by the Contractor, as specified in this Agreement.

Compensation for recovery residence services shall be reduced based on the length of stay as shown below.

The minimum length of stay in a recovery residence shall be one (1) day and the maximum length shall not exceed 365 days, unless prior approval for an extension, not to exceed thirty (30) days, is granted past the 365 days. The County of Fresno will reimburse costs of RR services according to the following schedule:

From Day	Through Day	County Reimbursement of Bed Rate	Resident's Share of Cost
1	180	100%	0%
181	210	75%	25%
211*	365	50%	50%
366	395	25%	75%

County will no longer reimburse the Contractors daily rate if:

- Residents who go beyond 365 days, with no approved extension as stated above.
- Resident has successfully completed outpatient treatment.

Residents who remain in the facility beyond the County-funded period must pay 100% of the daily rate. Requests for extension will be handled on a case-by-case basis. Contract Analyst approval is required for residents who have reached the 365-day max or who have completed outpatient and wish to remain at the facility. No more than one additional 30-days extension will be approved at 25% of the current County reimbursement rate and 75% Resident share of cost.

1. Applicable Fees.

Contractor shall not charge any persons served or third-party payers any fee for service unless directed to do so by the County's DBH Director or designee at the time the individual is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

Contractor will perform eligibility and financial determinations, in accordance with DHCS' Uniform Method of Determining Ability to Pay (UMDAP), see BHIN 98-13, available at

dhcs.ca.gov, for all individuals unless directed otherwise by the County's DBH Director or designee.

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

The Contractor must not bill persons served, for covered services, any amount greater than would be owed if the County provided the services directly and otherwise not bill persons served as set forth in 42 C.F.R. § 438.106.

2. Incidental Expenses.

The Contractors are solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement. If Contractors fail to comply with any provision of this Agreement, County shall be relieved of its obligation for further compensation.

Recoupments, Audits, Reviews, and Examinations

County shall recapture from Contractors the value of any services or other expenditures determined to be ineligible based on the County or State monitoring results. The County reserves the right to enter into a repayment agreement with Contractors, with the term of the repayment agreement not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The County has the discretion to extend the term of repayment plan up to a total of twenty-four (24) months from the date of the repayment Agreement. The repayment agreement may be made with the signed written approval of County's DBH Director, or designee, and respective Contractors through a repayment Agreement. The monthly repayment amounts may be netted against the Contractors' monthly billing for services rendered during the month, or the County may, in its sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive, and County may seek recoupment from any other means, including, but not limited to, a separate agreement with Contractors.

Contractor shall be held financially liable for any and all future disallowances/audit exceptions due to Contractor's deficiency discovered through the State audit process and County utilization review for services provided during the course of this Agreement. At County's election, the disallowed amount will be remitted within forty-five (45) days to County upon notification or shall be withheld from subsequent payments to Contractor. Contractor shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County MHP utilization review process or claims review process or through the State of California DHCS audit and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

1. Reasons for Recoupment.

County will conduct periodic audits of Contractors' files to ensure high quality service provision and compliance with applicable federal, state and county or other funding source regulations.

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

- (A) Identification of Fraud, Waste or Abuse as defined in federal regulation
 - (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
 - (2) Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals>
- (B) Overpayment of Contractors by County due to errors in documentation.

Contractors shall reimburse County for all overpayments identified by Contractors, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to County will be due within forty-five (45) days of notification by County, or County shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to County under this or any other Agreement between the County and Contractors.

2. Confidentiality in Audit/Review Process.

Contractors and County mutually agree to maintain the confidentiality of Contractors’ records and information of persons served, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractors shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

Contractors’ fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Contractors’ records shall be maintained as required by DBH and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the County’s DBH Director, or designee shall be provided by the Contractors in a complete and timely manner.

3. Cooperation with Audits/Reviews.

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

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

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

Contractors shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event Contractors

has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230l(3)(i-iii).

4. Single Audit Clause

If Contractors expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractors agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractors shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Contractors must include a corrective action plan signed by an authorized individual. Contractors agree to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at County's option, contracting with a public accountant to perform said audit, or may result in the inability of County to enter into future agreements with Contractors. All audit costs related to this Agreement are the sole responsibility of Contractors.

A single audit report is not applicable if Contractors' Federal contracts do not exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractors' only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by Contractors to County as a minimum requirement to attest to Contractors' solvency. Said audit report shall be delivered to County's DBH Finance Division for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in County performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of Contractors who agree to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County under this paragraph shall be billed to Contractors at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

Contractors shall make available all records and accounts for inspection by County, the State of California, if applicable, the Controller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

5. Financial Audit Report Requirements for Pass-Through Entities

If County determines that Contractors are a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractors represent that they will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractors shall observe and comply with all applicable financial audit report requirements and standards.

Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractors will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractors must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

In the event this Agreement is terminated, Contractors shall be entitled to compensation for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractors.

Property of County

County and Contractor recognize that fixed assets are tangible and intangible property obtained or controlled under County for use in operational capacity and will benefit County for a period more than one (1) year.

1. Agreement Assets.

Assets shall be tracked on an agreement-by-agreement basis. All assets shall fall into the "Equipment" category unless funding source allows for additional types of assets. Items of sensitive nature shall be purchased and allocated to a single agreement. All items containing Health Insurance Portability and Accountability Act (HIPAA)/Protected Health Information (PHI) data are considered sensitive. At a minimum, the following types of items are considered to be assets:

- (A) Computers (desktops and laptops);
- (B) Copiers, cell phones, tablets, and other devices with any HIPAA data
- (C) Modular furniture
- (D) Land
- (E) Any items over \$5,000
- (F) Items of \$500 or more with a lifespan of at least two (2) years:
 - a. Televisions
 - b. Washers/Dryers
 - c. Printers
 - d. Digital Cameras;
 - e. Other equipment/furniture
 - f. Items in total when purchased or used as a group fall into one or more of the above categories

Contractor shall ensure proper tracking for contact assets that include the following asset attributes at a minimum:

- (A) Description of the asset;
- (B) The unique identifier of the asset if applicable, i.e., serial number;
- (C) The acquisition date;
- (D) The quantity of the asset;
- (E) The location of the asset or to whom the asset is assigned;
- (F) The cost of the asset at the time of acquisition;
- (G) The source of grant funding if applicable;
- (H) The disposition date, and
- (I) The method of disposition (surplus, transferred, destroyed, lost).

2. Retention and Maintenance.

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 and inventoried assets. Upon termination or expiration of this Agreement, Contractor shall be physically present when fixed and inventoried assets are returned to County possession. Contractor is responsible for returning to County all County owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement. Contractor further agrees to the following:

- (A) Maintain all items of equipment in good working order and condition, normal wear and tear excepted;
- (B) Label all items of equipment with County assigned program number, to perform periodic inventories as required by County and to maintain an inventory list showing where and how the equipment is being used in accordance with procedures developed by County. All such lists shall be submitted to County within ten (10) days of any request therefore; and
- (C) Report in writing to County immediately after discovery, the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County.

3. Equipment Purchase.

The purchase of any equipment by Contractor with funds provided hereunder shall require the prior written approval of County's DBH Director or 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 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.

4. Modification of Assets.

Contractor must obtain prior written approval from County's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by Contractor for a use which does not qualify under this Agreement, Contractor shall reimburse County in an amount equal to the

current fair market value of the property, less any portion thereof attributable to expenditures of funds not provided under this Agreement. These requirements shall continue in effect for the life of the property. In the event this Agreement expires, the requirements for this paragraph shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve County of these obligations.

Other Financial Requirements

1. Notification of Changes

Contractors shall notify County in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. Contractors shall notify County of a change of service location at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of this Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Contractors must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractors to provide the quantity or quality of the contracted services in no event more than fifteen (15) days of the change.

2. Record Maintenance

Contractors shall maintain all records and management books pertaining to service delivery and demonstrate accountability for agreement performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all requirements in this Agreement. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of this Agreement.

Contractors shall comply with all Federal, State and County laws, rules and regulations regarding relinquishing or maintaining medical records.

Contractors shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until audit findings are resolved, whichever is later.

3. Financial Reports

Contractors shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.

4. Agreement Termination

In the event this Agreement is terminated, ends its designated term, or Contractors cease operation of their business, Contractors shall deliver or make available to County all financial records that may have been accumulated by Contractors or subcontractors under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

5. Restrictions and Limitations

This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of this Agreement.

Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

In the event that funding for these services is delayed by the State Controller, County may defer payments to Contractors. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the County. The period of time of 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.

6. Additional Financial Requirements

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

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

Contractors must maintain financial records for a minimum period of ten (10) years or until any dispute, audit or inspection is resolved, whichever is later. Contractors will be responsible for any disallowances related to inadequate documentation.

7. Contractors Prohibited from Redirection of Contracted Funds

Contractors may not redirect or transfer funds from one funded program to another funded program under which Contractors provide services pursuant to this Agreement except through a duly executed amendment to this Agreement.

Contractors may not charge services delivered to an eligible person served under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

Rates (Per Bed Slot)

Contractor acknowledges that the provider rates in the table below are all-inclusive rates which account for program operating expenses. This includes, but is not limited to, staff time spent on direct patient care, staff time not spent on direct patient care (e.g. time spent on documentation, travel, and paid time off), total staff compensation (e.g., salaries and wages, benefits, bonuses, and other incentives), vehicle expenses (e.g. gas, maintenance, insurance), training, assets/capital assets, utilities, and any direct and indirect overhead and operating costs.

Budget Year	July 1, 2025-June 30, 2026	July 1, 2026-June 30, 2027	July 1, 2027-June 30, 2028	July 1, 2028-June 30, 2029	July 1, 2029-June 30, 2030
WESTCARE					
Men and Women Program					
County Contract (DBH)	\$782,560.00	\$814,826.00	\$836,726.00	\$859,064.00	\$882,278.00
# of Beds	40	40	40	40	40
Fresno County Daily Rate	\$53.60	\$55.81	\$57.31	\$58.84	\$60.43
TURN BEHAVIORAL HEALTH					
Womens Program					
County Contract (DBH)	\$277,777.00	\$285,192.00	\$292,833.00	\$300,693.00	\$308,803.00
# of Beds	14	14	14	14	14
Fresno County Daily Rate	\$54.36	\$55.81	\$57.31	\$58.84	\$60.43
TURN BEHAVIORAL HEALTH					
Perinatal Program					
County Contract (DBH)	\$309,798.00	\$318,178.00	\$326,807.00	\$335,698.00	\$344,356.00
# of Studios	4	4	4	4	4
# of 1-Bedrooms	4	4	4	4	4
Fresno County Daily Rate					
Studios	\$88.51	\$90.90	\$93.36	\$95.91	\$98.38
1 bedrooms	\$123.68	\$127.03	\$130.48	\$134.02	\$137.48

Insurance Requirements

1. Required Policies

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

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

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractors' obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractors' obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractors' obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractors signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractors shall mail and email, or cause its broker or producer to mail and email, to the County of Fresno, Department of Behavioral Health - Attention Plan Administration, 1925 E Dakota Ave, Fresno CA 93726, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A-: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractors shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractors shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractors shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractors or their insurers to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractors have or obtain insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractors shall deliver, or cause its broker or producer

to deliver, to the County certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waivers of Subrogation.** The Contractors waive any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement. The Contractors are solely responsible to obtain any policy endorsement that may be necessary to accomplish each waiver, but the Contractors' waivers of subrogation under this paragraph are effective whether or not the Contractors obtain such an endorsement.
- (F) **County's Remedy for Contractors' Failure to Maintain.** If the Contractors fail to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractors. The County may offset such charges against any amounts owed by the County to the Contractors under this Agreement.
- (G) **Subcontractors.** The Contractors shall require and verify that all subcontractors used by the Contractors to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractors to provide services under this Agreement using subcontractors.

Data Security

1. Definitions

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

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

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

2. Standard of Care

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

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

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

3. Information Security

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

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

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractors, including any Authorized Person, or anyone with whom the Contractors or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractors, the Contractors shall cause such Authorized Employees to abide strictly by the Contractors' obligations under this Exhibit. The Contractors shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractors shall, in a secure manner, backup daily, or more frequently if it is the Contractors' practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractors, through the Internet.
- (F) The Contractors shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractors and shall

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

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

4. Security Breach Procedures

- (A) Immediately upon the Contractors' awareness or reasonable belief of a Security Breach, the Contractors shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractors), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractors' notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The Contractors agree to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractors' other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

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

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

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

5. Oversight of Security Compliance

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

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

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

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

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

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

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

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 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.

- 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? **YES** **NO**
☐ ☐
- 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? ☐ ☐
- 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) ☐ ☐

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

NAME	DOB	ADDRESS	EIN

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

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

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

NAME	DOB	ADDRESS	PROVIDER

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐
If yes, when? _____

V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☐
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... ☐ ☐

VII. A. Is this facility chain affiliated? ☐ ☐
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

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

DETAILED INSTRUCTIONS

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

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

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

Item II - Self-explanatory

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

Signature:

(Printed Name & Title)

Date:

(Name of Agency or
Company)