

**NAPA COUNTY AGREEMENT NO. 190290B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 190290B is effective as of this 1st day of July, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **ALDEA, INC.**, whose business address is 1546 First Street, Napa, CA 94559, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about April 23, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190290B (hereinafter referred to as "Agreement") for CONTRACTOR to provide youth substance abuse treatment services qualifying as Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment; and

WHEREAS, on or about July 1, 2019, the parties amended the Agreement to modify Section 1 - Contract Administration subparagraphs 1.4 and 1.5 to change the name of the program manager to the name of the current Deputy Director/Alcohol and Drug Administrator and the name of the program contact of CONTRACTOR; modified Section 3-Specific Terms and Conditions 3.1 (k) to revise the amount of Federal funding CONTRACTOR will receive under this Agreement; modified Specific Terms and Conditions 3.4 Compliance with State ODS Waiver Requirements to add subparagraph (i) to include additional DMC-ODS regulations; decreased the maximum amount commencing during Fiscal Year 2019-2020; and replaced Exhibit B with B-1 (Compensation and Expense Reimbursement) to include the revised fees of CONTRACTOR; and

WHEREAS, as of July 1, 2019, the Parties amended the Agreement to modify Section 3 - Specific Terms and Conditions 3.1 (k) to revise the amount of Federal funding CONTRACTOR will receive under this Agreement and replaced Exhibit B-1 with Exhibit B-2 (Compensation and Expense Reimbursement) to include an option for a modified payment structure for three months of Fiscal Year 2019-2020 from April 2020 through June 2020 with no change to the contract maximum; and

WHEREAS, as of October 20, 2020, the Parties amended the Agreement to incorporate Substance Abuse Block Grant (SABG) Provisions Exhibit D.

WHEREAS, as of the effective date of this Amendment No. 4, the Parties wish to replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Expense Reimbursement), and amend Specific Terms and Conditions 3.1 (l) to revise the amount of Federal funding CONTRACTOR will receive under this Agreement.

TERMS

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **TWO HUNDRED AND SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$274,460.00)** of which Two Hundred Ninety One Thousand Twelve Dollars (\$291,012.00) is decreased by virtue of this Amendment No. 4; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A shall be replaced with "Exhibit A-1" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit A shall refer to "Exhibit A-1" as of the effective date of this Amendment.
3. Exhibit B-2 shall be replaced with "Exhibit B-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B-2 shall refer to "Exhibit B-3" as of the effective date of this Amendment.
4. Specific Terms and Conditions 3.1 (k) is hereby amended to read in full, as follows:

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

CONTRACTOR's Catalog of Federal Domestic Assistance (CFDA) number and dollar amount of Federal funding in this Agreement are as follows:

CFDA # 93.959	\$125,000.00
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5. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to Napa County Agreement No. 190290B as of the first date written above.

ALDEA, INC.

By 
KERRY AHEARN,
Chief Executive Officer

By 
SANDY REJIMS,
President of the Board

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <i>Rachel L. Ross (e-signature)</i> Date: 11/10/21	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-1
SCOPE OF WORK
July 1, 2021 through June 30, 2022
and each automatic renewal thereof

I. Service Overview

CONTRACTOR (Aldea, Inc.) operates an outpatient treatment program for youth dealing with substance use disorders. CONTRACTOR holds a current certification to operate and maintain an outpatient substance abuse treatment facility issued by the California Department of Health Care Services (DHCS). CONTRACTOR holds a current certification from DHCS in the Drug Medi-Cal program and is approved for Non-Perinatal Outpatient Drug Free treatment modalities in Napa County. CONTRACTOR shall maintain these certifications in good standing throughout the term of this Agreement, as it may be extended.

COUNTY is entering into this agreement for the purposes of purchasing youth substance abuse treatment services qualifying as Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment. CONTRACTOR agrees to operate a youth treatment program at its facility and to provide treatment services on the terms and conditions of this Agreement.

CONTRACTOR will have the ability to conduct outreach to promote substance use treatment services and engage youth who are eligible for treatment. The provision of outreach services under this agreement is intended to allow CONTRACTOR flexibility in service delivery and is not intended to offset or reduce direct treatment services which shall be maximized. The provision of outreach services and their proportion to direct treatment services shall be monitored and reviewed by COUNTY on an ongoing basis. CONTRACTOR shall submit a monthly narrative report (along with invoice referenced in Exhibit B) detailing the outreach services provided. A template for this report is included (Exhibit A-1, Attachment 1).

Per SABG Policy Manual, outreach is an element of service that identifies individuals in need of treatment services and encourages them to take advantage of these services. Outreach may include engagement of prospective program participants by informing them of available treatment services, and can serve as "pre-treatment" by reinforcing prevention and education messages prior to enrollment in treatment. Outreach also may be used to educate the professional community on services so that they become referral sources for potential clients.

COUNTY is under a multi-year agreement (Napa County Agreement No. 180182B) with DHCS for the provision of these DMC-ODS SUD treatment services (the Napa DMC-ODS Agreement). The agreement is incorporated by reference. CONTRACTOR acknowledges and agrees to abide by the applicable terms the agreement, as it may be amended from time to time. COUNTY shall promptly provide notice to CONTRACTOR of any subsequent amendments in accordance with General Terms and Conditions Paragraph 2.13 (Notices). Such amendments shall be binding upon CONTRACTOR upon receipt of such notice.

A. Service Location

Funded services may be provided at the CONTRACTOR's 2310 First Street Wolfe Center Building and at other appropriate locations if services are provided by CONTRACTOR's staff.

B. Program Service Delivery

CONTRACTOR agrees to operate a youth substance abuse treatment program in accordance with the requirements set forth in this Agreement and in the additional documents attached hereto or referenced herein. Services and work provided by CONTRACTOR under this Agreement shall be performed in a timely manner, and in accordance with applicable local, state and statutes and regulations, including, but not limited to the following:

Sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards (May 1, 2017 version), Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medical Certification Standards for Substance Abuse Clinics; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq. and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Substance Use Disorder Services and the Napa COUNTY Department of Health and Human Services to serve special populations and groups, as applicable; COUNTY laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of CONTRACTOR's profession. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations. COUNTY shall maintain copies of above-mentioned statutes, regulations, and guidelines for CONTRACTOR's use.

II. Requirements for Services

A. Confidentiality

All substance use disorder treatment services shall be provided in a confidential setting in compliance with 42 CFR, Part 2 requirements.

B. Substance Use Disorder Medical Director

CONTRACTOR shall at all times have a designated substance use disorder medical director whose responsibilities shall, at a minimum, include all of the following:

1. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
2. Ensure that physicians do not delegate their duties to non- physician personnel.
3. Develop and implement medical policies and standards for the provider.

4. Ensure that physicians, registered nurse practitioners, and physician assistants follow CONTRACTOR's medical policies and standards.
5. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
6. Ensure that CONTRACTOR's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity for treatment of beneficiaries
7. Ensure that CONTRACTOR's physicians are adequately trained to perform other physician duties, as outlined in this section.
8. The substance use disorder medical director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the substance use disorder medical director shall remain responsible for ensuring all delegated duties are properly performed.

III. Services to Be Provided

CONTRACTOR shall make the following substance abuse treatment services for youth available during the term of this agreement. As used herein, "youth" refers to persons from 10 to 18 years of age, provided that for good clinical cause, which is substantiated in the written record of services, persons up to age 20 may be served. In cases where youth under age 12 are served, CONTRACTOR shall a) document clinical appropriateness individually for each client and 2) have a written protocol that addresses developmentally appropriate services for that age group. CONTRACTOR shall utilize American Society of Addiction Medicine (ASAM) Patient Placement Criteria for adolescent treatment and at minimum, implement the use of two evidence-based treatment curricula for each level of care provided. Youth who are not residents of Napa County shall not be served under this agreement without prior written authorization by COUNTY.

A. Outpatient Treatment – (ASAM Level 1.0)

Counseling services are provided to beneficiaries for less than 6 hours per week for adolescents when determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) to be medically necessary and in accordance with an individualized treatment plan.

B. Intensive Outpatient Treatment (IOT) - (ASAM 2.1)

Structured programming provided to beneficiaries for a minimum of six (6) hours and a maximum of nineteen (19) hours per week for adolescents, when determined by a Medical Director or LPHA to be medically necessary and in accordance with the individual treatment plan. Services consist primarily of counseling and education about addiction-related problems.

1. "Licensed Practitioners of the Healing Arts (LPHA)" includes: Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social

Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and License-Eligible practitioners working under the supervision of Licensed Clinicians.

2. "Medical Necessity" and "Medically Necessary Services" means those SUD treatment services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of a disease, illness or injury consistent with and 42 CFR 438.210(a) (4) or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
3. "Medical Necessity Criteria" means the individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21); and the individual shall meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria. Beneficiaries under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in this Agreement or the DMC-ODS overrides any EPSDT requirements.

C. Components of Outpatient and IOT Services

The components of Outpatient and IOT services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community and include the following:

1. Assessments: Face-to-face assessment of the beneficiary shall be completed by an LPHA or by a certified counselor. If the face-to-face assessment with the beneficiary is provided by a certified counselor, there shall then be a face-to-face or telehealth interaction between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or other LPHA. This interaction must also be documented appropriately in the medical record to establish the determination of medical necessity for the beneficiary.
 - 1.1 Re-Assessments: Re-assessments shall occur a minimum of every 90 days, and more frequently if there are significant changes warranting re-assessment. ASAM Level of Care data shall be entered for each assessment and re-assessment within seven (7) days of the assessment/re-assessment.

2. Intake: The process of determining that a beneficiary meets the medical necessity criteria and admitting the beneficiary into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

2.1 Admission Priority: Priority for admission to treatment services shall be given to (in this order):

- (a) Pregnant injecting drug users
- (b) Pregnant substance abusers
- (c) Injecting drug users
- (d) All other drug users.

CONTRACTOR's agreement to adhere to these mandated priorities does not commit CONTRACTOR to accept for service individuals who do not fall within medical necessity criteria for the level(s) of care offered by CONTRACTOR.

3. Individual and Group Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person or by telephone may qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction. A beneficiary that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a beneficiary who is 17 years of age or younger may participate in group counseling with older participants when the counseling is provided at a school site.
4. Client Education: Provide research-based education on addiction, treatment, recovery, and associated health risks.
5. Family Therapy: The effects of addiction are far-reaching and a patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
6. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

7. **Crisis Intervention Services:** Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance, which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.
8. **Treatment Planning:** The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall be completed within regulatory timeframes, reviewed every 30 days, and then updated every 90 days unless there is a change in treatment modality or significant event requiring a new treatment plan.
9. **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
10. **Discharge Planning and Coordination:** The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

D. Recovery Services

Recovery Services shall be utilized when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, the CONTRACTOR shall provide beneficiaries with Recovery Services. Additionally, the CONTRACTOR shall provide the beneficiary recovery services as medically necessary; provide the beneficiary access to recovery services after completing their course of treatment and provide recovery services either in-person, by telephone, or by telehealth, and in any appropriate setting in the community. Unless otherwise agreed in writing by COUNTY and CONTRACTOR, recovery services shall utilize the same documentation standards as outpatient treatment services, including providing services in accordance with an individualized treatment plan. The components of Recovery Services shall include:

1. **Outpatient counseling services** in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care.
2. **Recovery Monitoring:** Recovery coaching, monitoring via telephone and internet.
3. **Substance Abuse Assistance:** Peer-to-peer services and relapse prevention.
4. **Education and Job Skills:** Linkages to life skills, employment services, job training, and education services.

5. Family Support: Linkages to childcare, parent education, child development support services, and family/marriage education.
6. Support Groups: Linkages to self-help and support, spiritual and faith-based support.
7. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

E. Case Management

1. Case Management: Services to assist beneficiaries to access needed medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services. Case management services shall be provided to all eligible beneficiaries, based on need. Case management can be face-to-face or by telephone or by telehealth with the beneficiary and may be provided at appropriate locations in the community. Case Management services shall be consistent with and shall not violate confidentiality of alcohol or drug clients as set forth in 42 CFR Part 2, and California law.
 - 1.1 CONTRACTOR shall be responsible for the oversight and monitoring of case management staff and services. Case Management activities and services shall be provided by a certified counselor or LPHA. Case management services will focus on coordination of SUD care, integration around primary care especially for beneficiaries with chronic substance use disorder and interaction with the criminal justice system, if needed.
 - 1.2 CONTRACTOR shall maintain a directory of related behavioral health, health, vocational, housing, and other services which might be of benefit to persons served under this Agreement. CONTRACTOR staff shall, as a part of the treatment planning and treatment process, evaluate client needs for physical and/or mental health and these additional services and make appropriate recommendations and referrals to ensure appropriate level of care. Without limiting this, upon request by COUNTY, CONTRACTOR shall include specific ancillary services funded or otherwise supported by COUNTY in its directory and shall cooperate with COUNTY in identifying and referring appropriate clients.

IV. Drug Treatment Service Standards.

The following standards apply to the outpatient drug treatment services to be provided by CONTRACTOR hereunder:

- A. Certification. By executing this Agreement, CONTRACTOR confirms that at the time of entering into this Agreement CONTRACTOR holds a current DHCS Certification #280013BN to operate and maintain an alcohol and drug abuse treatment facility and a DMC certification# 2818 pursuant to the "Alcohol and/or Other Drug Program Certification Standards" and "DMC Standards" promulgated by DHCS. CONTRACTOR

agrees to maintain these certifications in good standing throughout the term of this Agreement and meet all additional requirements of state and federal statute, including counselor certification. For purposes of this Agreement, "in good standing" includes, but is not limited to: there is no suspension, revocation or probation for any reason, including failure to pay fees, or a restriction upon the provisions of the certification. The determination as to whether a license is "in good standing" shall be made solely and exclusively by the COUNTY. The following standards apply to the outpatient drug treatment services to be provided by CONTRACTOR hereunder:

- B. Recertification. CONTRACTOR shall be subject to continuing DMC recertification requirements at least once every five years. DHCS may allow CONTRACTOR to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
- C. Diagnosis. Services shall benefit youth suffering from a substance related or addictive disorder, as those terms are defined in the Diagnostic and Statistical Manual, 5th Edition Revised, except tobacco related disorders and non-substance related disorders shall not qualify for funding hereunder; and youth under age 21 may qualify if they are assessed to be at risk for developing a qualifying substance use disorder.
- D. ASAM Criteria. Outpatient services provided shall meet the ASAM criteria for the indicated level of care; assessment and services for adolescents will follow the ASAM adolescent treatment criteria; any variation shall be documented in the client's chart and shall be substantiated by clinical need or by the unavailability of more appropriate service modalities.
- E. Laboratory Testing Requirements. To perform testing on human specimens all laboratories shall meet the following conditions under the Clinical Laboratory Improvement Amendments of 1988 (CLIA); hold a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory or is CLIA exempt.
- F. Documentation Standards. CONTRACTOR shall document to the same standards applicable to the provision of services funded under DHCS program licensure and/or certification standards and Youth Treatment Guidelines. Services hereunder shall also meet the requirements of the Napa DMC-ODS Agreement, this Agreement, and such other standards as the County may from time-to-time reasonably establish. HHSA shall have the right to inspect clinical documentation for billed services, prior to or after payment for such services is made. CONTRACTOR shall ensure documentation includes and meets all applicable documentation requirements, including the following:
 - 1. Evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders

2. The diagnosis of substance disorders utilizing the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association
3. The assessment of treatment needs to provide medically necessary treatment services by a physician licensed to practice medicine in the State of California
4. An individualized written initial treatment plan and updated treatment plans which shall include all of the following:
 - a. The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.
 - b. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
 - c. Goals to be reached which address each problem.
 - d. Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals.
 - e. Target dates for the accomplishment of action steps and goals.
 - f. A description of the services, including the type of counseling, to be provided and the frequency thereof.
 - g. The assignment of a primary therapist or counselor.
 - h. The beneficiary's diagnosis as documented by the Medical Director or LPHA.
 - i. If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination in beneficiary's treatment plan.
 - j. If documentation of a beneficiary's physical examination, which was performed during the prior twelve months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness.

CONTRACTOR shall ensure that the initial treatment plan meets all of the following requirements:

- k. The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 10 calendar days of the admission to treatment date.
- l. The beneficiary shall review, approve, type or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.
- m. If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.
- n. If a counselor completes the initial treatment plan, the medical director or LPHA shall review the initial treatment plan to determine whether services are a medically necessary and appropriate for the beneficiary.

- o. If the medical director or LPHA determines the services in the initial treatment plan are medically necessary, the medical director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor.

CONTRACTOR shall ensure that the treatment plan is reviewed and updated as described below:

- p. The LPHA or counselor shall complete, type or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event, whichever comes first.
- q. The beneficiary shall review, approve, type or legibly print their name and, sign and date the updated treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of signature by the LPHA or counselor.
- r. If the beneficiary refuses to sign the updated treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.
- s. If a counselor completes the updated treatment plan, the medical director or LPHA shall review each updated treatment plan to determine whether continuing services are a medically necessary and appropriate for the beneficiary.
- t. If the medical director or LPHA determines the services in the updated treatment plan are medically necessary, they shall type or legibly print their name and, sign and date the updated treatment plan, within 15 calendar days of signature by the counselor.

5. Group Counseling Sign-In Sheet

CONTRACTOR shall establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:

- a. The typed or legibly printed name and signature of the LPHA(s) and/or counselor(s) conducting the counseling session. By signing the sign-in sheet, the LPHA(s) and/or counselor(s) attest that the sign-in sheet is accurate and complete.
- b. The date of the counseling session.
- c. The topic of the counseling session.
- d. The start and end time of the counseling session.
- e. A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participant shall sign the sign-in sheet at the start of or during the counseling session.
- f. All groups shall be limited to a maximum of 12 participants and be led by a LPHA and/or certified counselor, and adhere to standards and regulations governing interns or volunteers.

6. Progress Notes

CONTRACTOR shall record individual narrative summaries (progress notes) for every **outpatient service and recovery service** that are provided to beneficiaries and shall include the following:

- a. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within seven calendar days of the counseling session.
- b. The topic of the session or purpose of the service.
- c. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
- d. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
- e. Identify if services were provided in-person, by telephone, or by telehealth.
- f. If services were provided in the community, identify the location and how the provider ensured confidentiality.

CONTRACTOR shall record individual narrative summaries (progress notes) for every **case management** service that is provided to beneficiaries and shall include the following:

- a. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service.
- b. Beneficiary's name.
- c. The purpose of the service.
- d. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
- e. Date, start and end times of each service.
- f. Identify if services were provided in-person, by telephone, or by telehealth.
- g. If services were provided in the community, identify the location and how the provider ensured confidentiality.

CONTRACTOR shall ensure that for physician consultation services, the medical director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary's file and shall include the following:

- a. The medical director or LPHA shall type or legibly print their name, and sign and date the progress note within seven calendar days of the service.
- b. Progress notes shall include all of the following:
- c. Beneficiary's name.
- d. The purpose of the service.
- e. Date, start and end times of each service.
- f. Identify if services were provided face-to-face, by telephone or by telehealth.

7. Discharges

CONTRACTOR shall upon voluntary or involuntary discharge a beneficiary from treatment. In addition to the requirements of this subsection, an involuntary discharge is subject to the requirements of timely and adequate Notice of Adverse Benefit.

Discharge Plan:

An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact.

The discharge plan shall include, but not be limited to, all of the following:

- a. A description of each of the beneficiary's relapse triggers.
- b. A plan to assist the beneficiary to avoid relapse when confronted with each trigger.
- c. A support plan.
- d. The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.
- e. If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program, they are not required to be discharged unless there has been more than a 30 calendar day lapse in treatment services.
- f. During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. A copy of the discharge plan shall be provided to the beneficiary and documented in the beneficiary record.

Discharge Summary:

The LPHA or counselor shall complete a discharge summary, for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements:

- g. The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.
- h. The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
- i. The reason for discharge.
- j. A narrative summary of the treatment episode.
- k. The beneficiary's prognosis.

B. Program Provisions

CONTRACTOR shall adhere to the applicable provisions of the Napa DMC-ODS Agreement, including:

1. **Counselor Certification:** Any registered or certified counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program

is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]

2. Re-Certification Events: CONTRACTOR shall notify DHCS and the COUNTY Alcohol and Drug Services Administrator within the timeframes noted in the State Contract, in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [Department of Health Care Services and Napa County, Exhibit A, Attachment I; MHSUS-ADP- 18]
3. Cultural and Linguistic Proficiency: To ensure access to quality care by diverse populations, each service provider receiving funds from the State-COUNTY Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards (2016 version). [Department of Health Care Services and Napa County, Exhibit A, Attachment I, Part I; MHSUS-ADP-05; 42 CFR 438.206(c) (2)]
4. [This section intentionally left blank.]
5. Charitable Choice Requirements: CONTRACTORS shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. CONTRACTORS that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the CONTRACTOR's program and CONTRACTORS shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the CONTRACTOR's program shall be submitted annually to the COUNTY Alcohol and Drug Services Administrator by June 30 for referrals made during the fiscal year. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part III; MHSUS-ADP-03]
6. Trafficking Victims Protection Act of 2000: CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g) as amended by section 1702. COUNTY is authorized to terminate the contract, without penalty, if the CONTRACTOR: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. [Department of Health Care Services and Napa County, Exhibit A, Attachment I, Part I; MHSUS-ADP-19]
7. Access to Drug/Medi-Cal Services: When a request for covered services is made by a beneficiary, services shall be initiated within 10 business days of the CONTRACTOR's receipt of the request. CONTRACTOR shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. CONTRACTOR shall also have hours of operation during which services are provided to Medi-Cal beneficiaries that are

no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part V; State-, Exhibit A, Attachment I; MHSUS-ADP-18]

8. CONTRACTOR shall also comply with the applicable 42 CFR 438 Managed Care requirements, including, but not limited to the following [Department of Health Care Services and Napa County Exhibit A, Attachment I].

8.1 Culturally Competent Services: CONTRACTOR is responsible to provide culturally competent services. CONTRACTOR must ensure that its policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

8.2 Medication Assisted Treatment: CONTRACTOR will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. CONTRACTOR's staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose.

8.3 Evidence-Based Practices (EBPs): CONTRACTOR will implement at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.

8.4 Beneficiary Informational Materials: CONTRACTOR shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. CONTRACTOR shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The COUNTY will produce required beneficiary informational materials in English and Spanish. CONTRACTOR shall request materials from the COUNTY, as needed.

8.4.1 Beneficiary Grievance Requirements:

CONTRACTOR shall comply with Napa COUNTY HHSA ADS client grievance requirements and ensure that the following procedures are followed:

- a) Make readily available to clients, the Napa COUNTY HHSA ADS Grievance forms along with postage paid addressed envelopes; and post information regarding Napa COUNTY client problem resolution process.
- b) When a client expresses a concern regarding CONTRACTOR's services, provide the client with the ADS Grievance Form for Medi-Cal Eligible Beneficiaries (Grievance Form) and direct them to fill it out and return it

to Napa COUNTY Quality Management Division in the postage paid envelope.

- c) Determine the nature of the concern. If the concern is easily fixed or poses a risk to others, it should be immediately resolved. Document steps taken to resolve the matter in a Grievance Log.
- d) Maintain a Grievance Log in each of the CONTRACTOR's programs incorporated in this Agreement. CONTRACTOR's Grievance Log must include the beneficiary's name, address and phone number, date grievance received, name of staff member who received the grievance, nature of the problem, and any steps immediately taken to resolve the concern.
- e) Provide clients with reasonable assistance in completing forms and taking procedural steps including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
- f) Notify COUNTY's Alcohol and Drug Services Division within 24 hours that a grievance has been made and provide the beneficiary's name, the date and time that the grievance was made, staff member's name, and a brief description of the concern, and any steps taken to resolve the matter.

8.5 Notice of Adverse Benefit Determination (NOABD): CONTRACTOR shall immediately notify COUNTY's Alcohol and Drug Services Division of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within 10 business days of the request; or denial, modification, or termination of services.

8.6 Verifying Medi-Cal Eligibility: CONTRACTOR shall verify the Medi-Cal status of each beneficiary for each month of service prior to billing for services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual. [Department of Health Care Services and Napa County Agreement, Exhibit A, Attachment I]. Medi-Cal eligibility shall not be a requirement for the receipt of services under this Agreement. COUNTY will not seek reimbursement from Medi-Cal for services for any youth served hereunder who is not Medi-Cal eligible. No youth who is not a Napa County resident shall be served under this Agreement without prior written authorization from COUNTY.

8.7 American Society of Addiction Medicine (ASAM) Criteria: CONTRACTOR shall be trained in the ASAM Criteria prior to providing services and will be included in any COUNTY provided training which is offered. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care." [Department of Health Care Services and Napa County Agreement Exhibit A, Attachment I]

8.8 No Unlawful Use or Unlawful Use Messages Regarding Drugs: CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce these requirements. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]

8.9 Restriction on Distribution of Sterile Needles: No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]

8.10 Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812). [Department of Health Care Services and Napa County Exhibit A, Attachment I]

C. Program Specifications

1. Provision of Services. CONTRACTOR shall apply the following provider specifications to CONTRACTOR staff and staff providing services:

- 1.1 Provider Specifications: The following provider specification requirements shall apply to CONTRACTOR staff and staff providing services:

- 1.1.1 Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.

- 1.1.2 Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

- 1.1.3 Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

- 1.1.4 Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.

- 1.1.5 Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

2. Organized Delivery System (ODS) Timely Coverage

2.1 Non-Discrimination - Member Discrimination Prohibition CONTRACTOR shall accept individuals eligible for enrollment in the order in which they apply without restriction in accordance with this Agreement. CONTRACTOR shall take affirmative action to ensure that beneficiaries are provided covered services and will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California. CONTRACTOR shall not unlawfully discriminate against any person pursuant to:

- a. Title VI of the Civil Rights Act of 1964.
- b. Title IX of the Education Amendments of 1972
(Regarding education and programs and activities).
- c. The Age Discrimination Act of 1975.
- d. The Rehabilitation Act of 1973.
- e. The Americans with Disabilities Act.

2.1.1. CONTRACTOR shall provide DMC-ODS services as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in COUNTY. Determination of who may receive the DMC-ODS benefits shall be performed in accordance with DMC-ODS Special Terms and Conditions (STC) 128(d), Article II.E.4 of this Agreement, and as follows:

2.1.2 The COUNTY shall verify the Medicaid eligibility determination of an individual. When the CONTRACTOR provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the COUNTY prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination Education Assistance Act (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.

2.1.3. The initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed through a face-to-face review or telehealth by a Medical Director or a LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services.

- a) Individuals under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid

authority. Nothing in the DMC-ODS overrides any EPSDT requirements. Medical necessity for an adolescent individual (an individual under the age of 21) is determined using the following criteria:

- i. The adolescent individual shall be assessed to be at risk for developing a SUD.
- ii. The adolescent individual shall meet the ASAM adolescent treatment criteria.
- iii. For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual. For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least annually through the reauthorization process and determine that those services are still clinically appropriate for that individual.

2.1.4. CONTRACTOR shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on a basis of the race, color, religion, national origin, sexual orientation, age or mental or physical handicap of the beneficiaries to be served.

3. Covered Services

3.1 CONTRACTOR shall identify, define, and specify the amount, duration, and scope of each medically necessary service that the CONTRACTOR is required to offer.

3.2 CONTRACTOR shall ensure medically necessary services identified be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.

3.3 CONTRACTOR shall comply with federal and state mandates to provide SUD treatment services deemed medically necessary for Medi-Cal eligible adolescents under age 21 who are eligible under EPSDT Program.

D. Program Evaluation

1. CONTRACTOR shall maintain books, records, files, documents and evidence directly pertinent to work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with DHCS regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of ten (10) years after the termination of the Agreement. CONTRACTOR agrees to extend to DHCS and to the COUNTY and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of CONTRACTOR's program with reasonable notice.
2. Formal evaluation of the program shall be made annually through COUNTY on-site visit. This evaluation shall result in a written report to the CONTRACTOR within thirty calendar days of the site visit. CONTRACTOR shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.
3. CONTRACTOR shall meet the requirements of and participate in the management information system of COUNTY's Alcohol and Drug Services, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the COUNTY Alcohol and Drug Services Administrator for program and research requirements.
4. CONTRACTOR shall notify the COUNTY Alcohol and Drug Services Administrator within two (2) business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP). CONTRACTOR shall submit the CAP to DHCS within the designated timeframe specified by DHCS and shall concurrently send a copy to the COUNTY Alcohol and Drug Services Administrator.

E. Record Provisions

1. Confidentiality of Records
CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, dated June 9, 1987), the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. CONTRACTOR shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. CONTRACTOR shall ensure staff participate in information privacy and security training at least annually, and prior to accessing PHI or PI, sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be renewed annually and shall be

retained for a period of six (6) years following termination of this contract. [Department of Health Care Services and Napa County Exhibit F, Attachment I]

2. Retention of Client Case Records.

COUNTY shall at all reasonable times have the right of access to records maintained for all clients funded under this contract including all Program records evidencing services provided to clients. CONTRACTOR shall maintain these records for a minimum of 10 years following the discharge of each client, and thereafter for any additional period required by law, provided that, upon request from COUNTY, records shall be maintained for a longer period of time if they are the subject of a review or inquiry by COUNTY or another agency with jurisdiction over them. CONTRACTOR shall require each client admitted to the Program under this Agreement to consent to the sharing of such information with COUNTY. CONTRACTOR is mandated to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14214.1 and 42 CFR 433.32.

3. Inspection of Records.

CONTRACTOR shall allow DHCS, US HHS, the Comptroller General of the US and other authorized federal and state agencies, or their duly authorized representatives to inspect books, records and facilities, as permitted by law.

4. Required Title 22 Medical Records.

CONTRACTOR, if applicable, shall maintain medical records required by Title 22 of the California Code of Regulations, and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations.

5. Repayment of Exceptions and Disallowances.

CONTRACTOR is responsible for the repayment of all exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by CONTRACTOR under the Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to COUNTY. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with CONTRACTOR, and if the CONTRACTOR disagrees with audit disallowances related to its programs, claims or services, COUNTY shall, at the CONTRACTOR's request, request an appeal to the State via the COUNTY. [Department of Health Care Services and Napa County Exhibit B]

6. Retention of Financial Records.

Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in

conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

V. Required Program Submissions

A. Unusual Occurrence and Incident Reporting

1. CONTRACTOR shall report unusual occurrences to the COUNTY Alcohol and Drug Services or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.
2. Unusual occurrences are to be reported to the COUNTY immediately via telephone, followed with a written report within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:
 - a. Complete written description of event including outcome;
 - b. Written report of CONTRACTOR's investigation and conclusions;
 - c. List of persons directly involved and/or with direct knowledge of the event.
3. The COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

B. Required Operational and Data Reporting

1. CONTRACTOR agrees to maintain, and provide to COUNTY upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.
2. CONTRACTOR agrees to maintain, and to provide to COUNTY upon request, an organizational chart that reflects the CONTRACTOR's current operating structure.
3. CONTRACTOR shall report all data required by the California Department of Health Care Services, according to the types of services CONTRACTOR is licensed/certified to provide. CONTRACTOR shall report all data in other successive or additional data reporting systems as may be required by regulatory authorities or the COUNTY.
4. Failure to comply with any of the reporting requirements may result in a delay of payment. It is CONTRACTOR's responsibility to ensure that all documents are received within the timeframe and format prescribed by COUNTY including, but not limited to the following:
 - a. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record: The Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Records are required by DHCS. Data shall be entered by

the provider in the statewide DATAR system monthly on or before the close of business (5:00 pm) on the 10th day of the month following the report month.

b. California Outcome Measurement System (CalOMS) for Treatment: The California Outcomes Measurement System (CalOMS) is a statewide client-based data collection and outcomes measurement system. CalOMS allows the Department of Health Care Services to effectively manage and improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels. The CONTRACTOR is responsible for contracting with a CalOMS vendor at their own cost. Data entry is the responsibility of the CONTRACTOR. Data must be submitted according to the CalOMS Treatment Data Compliance Standards set forth by DHCS. All client admissions, discharges and annual updates must be entered on or before the 10th day of the month following the report month.

c. Treatment Census Reporting: CONTRACTOR shall communicate the monthly census to the COUNTY ADS Division designee by client and dates of service.

d. Staff and Program Schedule: CONTRACTOR shall provide a monthly report of changes in staffing, including any new hires, their credentials, the updated staff schedule and organizational chart.

e. Notification of State Audit and Visits: CONTRACTOR shall immediately report all complaints made to the State to the COUNTY Alcohol and Drug Services Administrator via phone, followed by a written report in the format prescribed by COUNTY. CONTRACTOR shall immediately notify COUNTY Alcohol and Drug Services Administrator upon notification of State Audit, and planned or unplanned site visits conducted by the State pertaining to compliance, certification, and/or licensing.

C. Electronic Medical Record and Signature

CONTRACTOR shall use an electronic medical record (EHR) consistent with DHCS requirements.

CONTRACTOR agrees to submit staff updates, including changes in roles or new or separated staff, to the COUNTY Alcohol and Drug Services Administrator within the timeframes prescribed by the COUNTY.

VI. Funding Provisions

A. Source of Funds

Funding provided by COUNTY for this Agreement is derived in part from Federal funds received by COUNTY under Napa DMC-ODS Agreement with the State Department of Health Care Services (DHCS) and is subject to the terms and conditions of that agreement and of the provisions of state and federal law and regulations applicable to federal "Adolescent/Youth Treatment Program" funding. CONTRACTOR shall assess a

client's, or if appropriate, the client's parent(s) or legal guardian's ability to pay prior to invoicing COUNTY for services rendered. SAPT Block Grant funds shall be the payment of last resort once all other funding sources for which the client is eligible have been exhausted.

B. Compliance with Federal "Pro-Children Act of 1994."

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by CONTRACTOR and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed.

C. Additional Accounting and Fiscal Standards.

CONTRACTOR shall establish and maintain written accounting policies and procedures consistent with the provisions of this Agreement, including the following requirements, and shall be accountable for audit exceptions taken by COUNTY or by state or federal regulators responsible for the administration of funding made available through this Agreement to the extent that such exceptions are based upon CONTRACTOR's failure to comply with applicable requirements set forth or incorporated in this Agreement:

- (1) HSC, Division 10.5;
- (2) Title 9, California Code of Regulations, Division 4;
- (3) Government Code, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130;
- (4) Title 42, Code of Federal Regulations (CFR), Part 2;
- (5) Title 45, CFR, Part 84 (American with Disabilities Act);
- (6) Title 42, United States Code (USC), Chapter 6A, Subchapter XVII, Part B, Subpart (i) Section 300x-5;
- (7) Title 42, USC, Chapter 6A, Subchapter XVII, Part B, Subpart (ii) commencing at Section 300x-21;

(8) Single Audit Act of 1984 (31 USC section 7501 et seq.) and the Single Audit Act amendments of 1996 (31 USC sections 7501-7507) and the corresponding most recently revised OMB Circular A-133;

(9) Title 45, CFR, Part 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant;

(10) Title 21, CFR, Part 1300, et. Seq., (Drug Enforcement Administration Requirements for Food and Drugs);"

(11) State Administrative Manual, Chapter 7200 (General Outline of Procedures),

(12) Counselor Certification Regulations (Chapter 8 and Section 9846, 10125, 10564, Division 4 Title 9 California Code of Regulations) and

D. Compliance with Anti-Kickback Statute:

CONTRACTOR shall comply with the provisions of the "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

E. Davis-Bacon Act

CONTRACTOR must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

F. License Verification

CONTRACTOR shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). CONTRACTOR shall provide evidence of these completed verifications when requested by COUNTY, DHCS or the US Department of Health & Human Services.

VII. Audit Requirements

CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include as a minimum a system for verifying that all services provided and claimed for reimbursement shall meet DMC-ODS service definitions and be documented accurately.

CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key risks (including client safety and adherence to funding standards.) CONTRACTOR shall be required to conduct routine and ongoing internal case record reviews. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as reports on incidents, accidents, and client complaints as requested by COUNTY. CONTRACTOR will be subject to an annual on-site done by the COUNTY Quality Management, ADS and Fiscal representatives.

CONTRACTOR 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 CONTRACTOR'S internal audit process. CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.

VIII. Performance Standards

In evaluating client records COUNTY will evaluate services with reference to applicable contract, state, and federal standards for service delivery and documentation and fulfill the requirements of 42 CFR Part 438.

COUNTY and CONTRACTOR agree to work collaboratively to develop key service quality indicators and outcomes and identify sources of reliable data to measure them. In addition, attributes and characteristics of persons served and other information needed shall be identified. In the event COUNTY revises the required standards in the course of the contract year, the revised standards shall be provided to the CONTRACTOR, along with an explanation of the impact of any changes on the CONTRACTOR.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s).

IX. Orientation, Training and Technical Assistance

- A. COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract and (b) conduct the quality management activities called for by the contract.
- B. COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply

with applicable regulations and other requirements included in the terms and conditions of this agreement. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements, as well as audit protocol guidelines provided by the state on an ongoing basis.

X. Insurance Provisions

- A. CONTRACTOR shall, at its sole expense, secure from a good and responsible company or companies doing insurance business in the State of California and/or having an A. M. Best rating of A VII or better, and maintain during the entire term of this Agreement, the following insurance coverage:
1. Commercial General Liability of at least \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$500,000 naming insured against all liability of CONTRACTOR and its authorized representatives arising out of and in connection with CONTRACTOR's use of the Facility. COUNTY reserves the right to adjust such coverage limits if its own coverage limits under Lease No.: L-2016 are increased by State. All coverages shall insure performance by CONTRACTOR of the indemnity provisions hereinabove. CONTRACTOR shall provide COUNTY with a Certificate of Insurance and amendatory endorsements showing State and COUNTY as additional named insureds prior to use or occupancy of the Facility. The policy will require at least ten (10) days written notice to State and COUNTY prior to cancellation or material change of coverage.
 2. Coverage in a sufficient amount to cover all of CONTRACTOR's personal property, equipment, and materials at the Facility. In no event shall COUNTY be responsible for losses or damage to CONTRACTOR's personal property, equipment, and materials.
 3. If CONTRACTOR at any time during the term of the Agreement fails to secure or maintain the foregoing insurance, COUNTY shall be permitted to obtain such insurance in CONTRACTOR's name or as agent of CONTRACTOR, and shall be compensated in full by CONTRACTOR for the cost of the insurance premium(s). Alternatively, in the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

XI. Contract Monitoring and Audit Standards.

Pursuant to regulations governed by the Substance Abuse Treatment Block Grant (SABG) and the ODS Contract with the State of California, COUNTY is required to monitor the program and fiscal aspects of any contract that receives funding from either of these sources. To that end, COUNTY shall conduct, at minimum, an annual monitoring visit to determine CONTRACTOR's compliance with the following minimum audit standards:

- A. Compliance with Statutory Guidelines expressed in Section 2(c) of Exhibit A and Section 4 of Exhibit B of this Agreement

- B. Compliance with Youth Treatment Guidelines, in Document 1 V, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.
- C. Alcohol and/or Other Drug Program Certification Standards, May 1, 2017, and Title 9 regulations.
- D. The specific elements to be monitored are described in further detail in Exhibit C.

XII. Federal and State Mandates

- A. CONTRACTOR, to the extent applicable, shall comply with "Sobky v. Smoley", 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
- B. CONTRACTOR shall comply with any additional legal requirements including, but not limited to, any court-ordered requirements and statutory or regulatory to existing law (including changes in covered services) that are imposed or effective subsequent to the execution of this Agreement. CONTRACTOR agrees that this Agreement shall be amended to reflect such requirements, amendments, or changes.
- C. CONTRACTOR shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (a) pregnant and postpartum women, and (b) youth under the age of 21 who are eligible under the EPSDT Program.
- D. CONTRACTOR shall comply with the California Family Code Section 6929 in the provision of Minor Consent Medi-Cal Services.
- E. CONTRACTOR shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services in its service area. Such services shall not be limited due to budgetary constraints.
 - 1. When a request for covered services is made by a client, CONTRACTOR shall require services to be initiated with reasonable promptness. CONTRACTOR shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
 - 2. CONTRACTOR shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
- F. CONTRACTOR must comply with Section 6034 of the federal Deficit Reduction Act (DRA).

XIII. Confidentiality and Security of Information

- A. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law, including the requirements of 42 U.S.C. §290dd-2 and any regulations hereunder. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to HHS upon request.
- B. CONTRACTOR shall provide all employees assigned to the performance of this contract with information and training with respect to such requirements and shall maintain documentation of such training. The documentation shall be made available to HHS upon request. CONTRACTOR shall comply with all applicable state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality and security of information requirements in the following:
 - 1. Title 42 USC Section 290 dd-2
 - 2. Title 42, CFR Part 2
 - 3. Title 42, CFR Part 96, Sec. 96.132(e)
 - 4. Title 42, USC 1 320d through 1 320d-8
 - 5. Title 45, CFR Parts 160, 162, and 164 - the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
 - 6. Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2, which is specific to Medi-Cal
 - 7. HSC Sections 11812 and 11845.5
 - 8. 3HSC Sections 123110 through 123149.5 – Patient Access to Health Records
 - 9. Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
 - 10. Civil Code Sections 56 through 56.37 – Confidentiality of Medical Information Act
 - 11. Civil Code Section 1798.80 through 1798.82 – Customer Records (breach of security)
 - 12. Civil Code Section 1798.85 – Confidentiality of Social Security Numbers.

CONTRACTOR shall comply with all applicable federal and state statutes and including, but not limited to, the requirements in the following:

XIV. Federal Law Requirements

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.

- C. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- D. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- E. Age Discrimination in Employment Act (29 CFR Part 1625).
- F. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- G. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- H. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- I. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- J. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- K. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- L. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- M. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- N. Section 1557 of the Patient Protection and Affordable Care Act.

XV. State Law Requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.

- D. No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors, to provide direct, immediate, or substantial support to any religious activity.
- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

XVI. Additional Provisions:

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

A. Voluntary Termination of DMC-ODS Services

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

B. Nullification of DMC-ODS Services

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

C. Hatch Act

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

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

1. Trading Partner Requirements
 - a. No Changes. COUNTY hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a)).
 - b. No Additions. COUNTY hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
 - c. No Unauthorized Uses. COUNTY hereby agrees that for the Information, it shall not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
 - d. No Changes to Meaning or Intent. COUNTY hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))
2. Concurrence for Test Modifications to HHS Transaction Standards
 - a. COUNTY agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, COUNTY agrees that it shall participate in such test modifications.
3. Adequate Testing
 - a. COUNTY is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
4. Deficiencies
 - a. The COUNTY agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the COUNTY is acting as a clearinghouse for that provider. If the COUNTY is a clearinghouse, the COUNTY agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
5. Code Set Retention
 - a. Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
6. Data Transmission Log
 - a. Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Agreement. Each Party shall take necessary and

EXHIBIT A-1
ATTACHMENT 1
Monthly Outreach Narrative Template

Month: October

Year: 2021

Date	Hours	Activity Description
10/3/21	3.5	SUD counselor attended Bi-National Health Fair at Kaiser Napa Medical Offices. Met with approximately 30 individuals and families. Provided information on Aldea substance use treatment services and conducted 4 SUD Screenings. Hours include travel, set-up, 2-hour fair, and breakdown.
10/5/21	0.75	SUD counselor traveled to Napa High School to meet with Prevention Specialist and prospective client that Prevention Specialist would like to refer. Due to client's ambivalence about SUD treatment, SUD counselor met with both to facilitate a warm hand off and discuss treatment options. Hours include travel time and 20-minute meeting.

EXHIBIT B-3
COMPENSATION AND EXPENSE REIMBURSEMENT
July 1, 2021 through June 30, 2022
and each automatic renewal thereof

The maximum compensation payable to CONTRACTOR under this agreement shall be **\$274,460** in Fiscal Year 2021-2022 and in subsequent fiscal years, provided that the maximum compensation is an estimate of the cost of services that may be performed each fiscal year and shall not be considered guaranteed sums.

PROGRAM SERVICE DELIVERY

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for treatment services actually provided and documented as defined in Exhibit A. The COUNTY fee-for-service rate for all DMC-ODS services required by this agreement is **\$63.56** for each 15 minute unit of service provided.

CONTRACTOR shall be paid its actual costs for conducting outreach activities to support the DMC-ODS Youth Treatment Program, not to exceed the amount shown in the contract budget. COUNTY shall compensate CONTRACTOR up to **\$71,082** per fiscal year, for actual costs incurred conducting outreach activities that are not otherwise billable to Drug MediCal.

The total compensation is not to exceed \$274,460 per Fiscal Year.

FINANCIAL REPORTING

CONTRACTOR shall submit monthly, itemized invoices to the COUNTY Fiscal Analyst for Alcohol and Drug treatment services by the 20th of the month for all authorized contract services provided in the preceding month. The monthly invoice for DMC-ODS Services shall itemize, at a minimum, for each billed service the following information:

- Individual's name
- Description of service provided (or identifiable activity code)
- Date of service
- Length of service
- Rate of service
- Name of clinician providing service (or given Napa County server ID#)
- Total amount billed for each client

Activity Description	Treatment
Individual Treatment	63.56
Group Treatment	63.56
Case Management	63.56

In addition to monthly, itemized invoice for treatment services rendered, CONTRACTOR shall submit an invoice to COUNTY Fiscal Analyst and Alcohol and Drug Services Administrator for the actual operating costs incurred conducting outreach activities during the previous month. This invoice shall be accompanied by monthly narrative report detailing outreach activities (see Exhibit A-1, Attachment 1). COUNTY shall review this invoice and, provided that CONTRACTOR is in compliance with its obligations under this contract, shall pay CONTRACTOR the amount of the invoice.

Staff Title	Full-Time Equivalent (% FTE)	Budget Amount
Clinical Supervisor	0.20	\$16,800
AOD Counselor	0.60	\$34,896
Total Salaries	0.80	\$51,696
Benefits 25%		\$12,924
Total Salary & Benefits		\$64,620
Indirect Expenses 10%		\$6,462
Total Budget		\$71,082

Monthly invoice shall only include billing for the contracted services actually performed. Any questions related to billing can be directed to the Fiscal Analyst for the Alcohol and Drug Programs.

BILLING TO OTHER HEALTH COVERAGE

If a youth served under the treatment portion of this Agreement has Other Health Coverage (OHC), then, prior to billing COUNTY, CONTRACTOR shall bill that OHC to receive either payment from the OHC or a notice of denial from the OHC indicating that (a) the beneficiary's OHC has been exhausted; or (b) the specific service is not a benefit of the OHC. If CONTRACTOR submits a claim to an OHC and receives partial payment of the claim, CONTRACTOR may submit the claim to COUNTY and is eligible to receive payment up to the maximum rate allowable under this Agreement for the service, less the amount of the payment made by the OHC.

The OHC insurer is considered the primary insurance. Claims where OHC exists must be submitted to Napa County within 30 days from receipt of the Explanation of Benefits (EOB), but no later than 5 months from the date of service. When submitting claims to Napa County for

individuals with OHC, a copy of the OHC EOB or denial must be attached to the monthly invoice.

In order to submit claims to Napa County within 5 months from the date of service, it is in the best interest of the client and the provider to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC insurer primary insurance within 90-days from the date of claim submission, the provider may presume denial from the OHC and submit their invoice to Napa County. When submitting claims with a presumed denial from the OHC, attach a letter stating that no response was received from the OHC, include in the letter the name of the OHC and the date the claim was submitted.

CLIENT SHARE OF COST

For all treatment services provided to youth who have a patient responsibility, CONTRACTOR shall complete a client financial review to determine the client's ability to pay (or the ability of parties responsible for the payment of such services provided to the client). Such determinations shall be uniformly made pursuant to a sliding scale which shall be approved by COUNTY prior to use.

COUNTY shall compensate CONTRACTOR for the maximum rate allowable under this agreement for services rendered to clients, but CONTRACTOR must bill clients or responsible parties for the portion of fees for which they have been determined able to pay. CONTRACTOR shall make three attempts to obtain payment from client or responsible party and document these attempts in the client's medical record. Payment obtained from clients with a share of cost must be reimbursed to COUNTY within 30 days of receipt.

OVERPAYMENTS AND COST REPORTING

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

CONTRACTOR shall submit an annual cost report due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY. Any funds received in excess of actual costs shall be refunded to the county.

LIMITATIONS AFFECTING PAYMENTS

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold

payment for failure by CONTRACTOR to provide such documentation required by COUNTY.

- CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
- To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

Additional costs incurred by CONTRACTOR shall be solely borne by CONTRACTOR except as otherwise specified in subsequent amendments to this contract.

Either party may terminate this Contract for any reason by giving a (30) calendar day written notice to the other party. Notice of termination shall be by written notice to the other party and be sent by registered mail.