NAPA COUNTY AGREEMENT NO. 220287B
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220287B is effective as of the ____ day of _____ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **BI-BETT CORPORATION**, a California nonprofit corporation whose mailing address is 390 North Wiget Lane, Suite 150, Walnut Creek, CA 94598, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220287B (hereinafter referred to as "Agreement") for CONTRACTOR to provide withdrawal management and short-term residential treatment services to Napa County adult residents; and

WHEREAS, the Parties wish to amend the Agreement to increase the contract maximum payable to CONTRACTOR; replace Exhibit A with Exhibit A-1 (Scope of Work) to revise the services provided and add service locations; and replace Exhibit B with Exhibit B-1 (Compensation) to amend the Agreement's budget.

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 **Seven Hundred Fifty-One Thousand Two Hundred Eighty-Nine Dollars ($751,289.00)**, reflecting an increase of **Three Hundred Thirty-One Thousand Two Hundred Dollars ($331,200.00)**; 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 is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment.

3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment.

4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 220287B as of the first date written above.

BI-BETT CORPORATION

By _____
SHELLEE STOPERA, Chief Executive Officer

By _____
JEANNE REBERG, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Rachel L. Ross* (e-signature) Date: March 22, 2023	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:_____

EXHIBIT A-1
SCOPE OF WORK
For Fiscal Year 2022-2023
(and each automatic renewal thereof)

1. Service Overview

COUNTY is entering into this Agreement with Bi-Bett Corporation (CONTRACTOR) for the purpose of purchasing Drug Medi-Cal Organized Delivery System (DMC-ODS) short-term residential treatment and withdrawal management for substance use disorders (SUD). Based on COUNTY's agreement to purchase these services, CONTRACTOR agrees to provide treatment services to the COUNTY on the terms and conditions of this Agreement.

COUNTY is under a multi-year agreement (**Napa County Agreement No. 180182B**) with the California Department of Health Care Services (DHCS) for the provision of these services, which is incorporated by reference. CONTRACTOR acknowledges and agrees to abide by the applicable terms of Napa County Agreement No. 180182B, and as it may be amended from time to time. COUNTY shall promptly notice CONTRACTOR of any subsequent amendments in accordance with General Terms and Conditions Paragraph 2.13 (Notices), who shall be bound thereby on receipt.

2. Program Service Delivery

CONTRACTOR agrees to operate a short term residential and withdrawal management substance use disorder treatment program described in Section 5 of this Agreement. Services and work provided by CONTRACTOR at COUNTY's request under this Agreement will 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 Medi-Cal 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.

3. Service Locations

Non-perinatal (gender responsive) women's residential and withdrawal management services shall be provided at CONTRACTOR sites located at:

a. Frederick Ozanam Center, 2931 Prospect Avenue, Concord, CA 94518
b. Wollam, 2 Davi Avenue, Pittsburg, CA 94565

Men's residential services shall be provided at CONTRACTOR site located at:

a. Diablo Valley Ranch (DVR), located at 11540 Marsh Creek Road, Clayton, CA 94517

Co-ed residential withdrawal management services shall be provided at CONTRACTOR site located at:

a. South Solano Alcohol Council, 419 Pennsylvania Street, Vallejo, CA 94590

4. Authorization of Services:

CONTRACTOR shall secure written authorization from COUNTY for all admissions of Napa County clients to CONTRACTOR's short-term residential treatment beds prior to placement. The written authorization shall be provided by COUNTY's Alcohol & Drug Services Division.

Withdrawal management services do not require pre-authorization. For clients presenting for withdrawal management services, CONTRACTOR shall submit the following documents to Napa County Medical Records prior to invoicing for services:

a. Demographic form
b. Notice of Case Assignment or Termination (NOA)
c. Client Financial Review Form
d. LPHA Diagnostic Summary and Determination

CONTRACTOR retains control over and responsibility for the Program. CONTRACTOR may refuse admission to a referral or may discharge a client at any time if, in the judgment of its professional staff, such actions are in the best interests of the client, other clients, or the Program as a whole.

5. Services to be Provided

The minimum service components of Residential Treatment Services (3.1, 3.3 and 3.5) and Withdrawal Management (3.2) are further described in Exhibit A, Attachment 1, as well as in Exhibit A, Attachment 2 (MHSUDS Information Notice 18-001):

a. **Residential Withdrawal Management (ASAM Level 3.2-WM):** Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting).

   CONTRACTOR shall screen clients prior to admission to detoxification and during the detoxification process. CONTRACTOR shall provide comprehensive Withdrawal Management (WM) services that include group education and referral to emergency or primary medical care as needed and according to standard of care and medical protocols established by CONTRACTOR's Medical Director. CONTRACTOR shall adhere to and maintain residential detoxification practices and staffing ratios

prescribed by Alcohol and/or Other Drug Program Certification Standards May 1, 2017, 24-hours per day, 7 days per week. After completion of the detoxification treatment episode, CONTRACTOR shall secure COUNTY authorization prior to placement to Level of Care 3.1, 3.3, or 3.5. All detoxification services shall be documented.

b. **Residential (ASAM Level 3.1) Clinically Managed Low Intensity:** 24-hour structure with trained and credentialed personnel providing clinically directed program activities and professionally directed treatments to stabilizeand maintain substance use disorder (SUD) symptoms, develop and apply recovery skills, and preparationfor outpatient treatment.

c. **Residential (ASAM Level 3.3) Clinically Managed Population Specific High Intensity:** 24-hour care with trained and credentialed personnel providing clinical directed, less intense program activities and professional directed treatments to stabilize and maintain SUD symptoms and to develop and apply recovery skills specific for individuals with cognitive or other functioning impairments.

d. **Residential (ASAM Level 3.5) - Clinically Managed High-Intensity**: Provides 24-hour care with trained and credentialed personnel providing clinical directed program activities and professionally directed treatments to stabilize and maintain SUD symptoms, develop and apply recovery skills specific for individuals with co-occurring mental health disorders. Stabilization of multi-dimensional imminent danger and preparation for outpatient treatment. Beneficiaries must be able to tolerate and use the full milieu or therapeutic community.

e. **Components of Treatment:**
    i. 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. CONTRACTOR shall secure COUNTY pre-authorization to include an ASAM assessment and DSM Medical Necessity determination prior to placement. At the time of admission, an LPHA employed by the CONTRACTOR shall meet with the beneficiary face to face to complete a **Justification for Residential Treatment** form, and verify that the ASAM assessment is current and the level of care recommended is appropriate. If the client's status has changed, such that the information contained in the assessment provided by COUNTY is no longer an accurate and complete assessment of the client as of the date of admission, LPHA employed by CONTRACTOR shall complete a **Continuing Services Reassessment** and determine the appropriate level of care within 72 hours of admission. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

    ii. Individual and Group Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, via telehealth or by telephone qualify

as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

iii. Patient Education: Provide research-based education on addiction, treatment, recovery, and associated health risks.

iv. Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones are also 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.

v. Safeguard of Medications: Facilities shall store all resident's medication and facility staff members may assist with resident's self-administration of medication.

vi. 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.

vii. 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.

viii. 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 developed within 10 calendar days from the date of the resident's admission. reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

ix. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment local to residential facility. For non-local/out-of-county services, CONTRACTOR will assist clients in coordinating public or other private transportation. CONTRACTOR will not be responsible for transportation to/from residential facility at time of intake and discharge.

x. Discharge Services: 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.

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

In addition to the residential treatment service components listed above, CONTRACTOR shall provide care coordination services to all eligible beneficiaries, based on need. CONTRACTOR shall coordinate a system of care with physical and/or mental health in order to ensure appropriate level of care. CONTRACTOR shall be responsible for the oversight and monitoring of care coordination staff and services as described below:

Care coordination 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.

Care coordination services may be provided face-to-face or via telephone. These activities and services shall be provided by a registered or certified counselor or LPHA. These services shall be consistent with and shall not violate confidentiality of alcohol and drug clients as set forth in 42 CFR Part 2, and California law.

g. **Referral of Clients for Ancillary Services**: In addition to providing residential treatment services to clients, 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. Program staff shall, as a part of the treatment planning and treatment process, evaluate client needs for these additional services and make appropriate recommendations and referrals. 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.

6. Priority for Admission:

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

Program services shall be provided only to residents of California. This limitation is required because the facility is being provided at a preferential rent by the State of California.

7. Length of Stay:

Under the DMC-ODS program terms and conditions, Medi-Cal reimbursement to county DMC-ODS plans for residential services was limited to a maximum of two non-continuous residential

stays during a one-year period. In accordance with CMS' approval, obtained on March 17, 2021, the annual reimbursement limitation on the number of residential stays has been removed.

In accordance with CMS approval the following changes are effective as of January 1, 2021:
A client's length of stay for residential treatment services shall be determined by a Licensed Practitioner of the Healing Arts (LPHA) based on medical necessity. In accordance with CMS State Medicaid Director Letter #17-0003, the statewide goal for the average length of stay for residential treatment services provided by participating counties is 30 days or less. In furtherance of that goal, counties shall adhere to the length of stay monitoring requirements set forth by DHCS.

8. Clinical Documentation
CONTRACTOR shall refer to DHCS Behavioral Health Information Notices **(BHIN) 22-019 and 23-001** for regulations pertaining to clinical documentation. Nothing in this agreement supersedes these notices or any future information notices released by DHCS pertaining to clinical documentation.

a. **Treatment Plan:** For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process. 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.

   Initial Treatment Plan and Updated Treatment Plans:
   The initial treatment plan and updated treatment plans shall include all of the following:

   - A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
   - Goals to be reached which address each problem.
   - Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals.
   - Target dates for the accomplishment of action steps and goals.
   - A description of the services, including the type of counseling, to be provided and the frequency thereof.
   - The assignment of a primary therapist or counselor.
   - The beneficiary's diagnosis as documented by the Medical Director or LPHA.
   - 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.
   - 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- The beneficiary's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

b. **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:
   - The date of the counseling session.
   - The topic of the counseling session.
   - The start and end time of the counseling session
   - A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.
   - The typed or legibly printed name and signature of the LPHA or counselor conducting the counseling session. By signing the sign-in sheet, the LPHA or counselor attests that the sign-in sheet is accurate and complete.

c. **Progress Notes:** LPHA or counselor shall record at a minimum one progress note, per day, for each beneficiary participating in structured activities including counseling sessions or other treatment services. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. Progress notes are individual narrative summaries and shall include all of the following:
   - A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
   - A record of the beneficiary's attendance at each individual and group counseling session including the date, start and end times and topic of the counseling session.
   - Identify if services were provided in-person, by telephone, or by telehealth.

- If services were provided in the community, identify the location and how the provider ensured confidentiality.

For each beneficiary provided **care coordination services**, the LPHA or counselor who provided the service shall record a progress note separate from the weekly note to support MediCal claiming. 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. Progress notes shall include all of the following:

- Beneficiary's name.
- The purpose of the service.
- A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
- Date, start and end times of each service.
- Identify if services were provided in-person, by telephone, or by telehealth.
- If services were provided in the community, identify the location and how the provider ensured confidentiality.

d. **Discharge Documentation:** Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. In addition to the requirements of this subsection, an involuntary discharge is subject to the requirements of timely and adequate **Notice of Adverse Benefit Determination**. (See #10-m.)

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 description of each of the beneficiary's relapse triggers.
- A plan to assist the beneficiary to avoid relapse when confronted with each trigger.
- A support plan.
- 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.
- If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program (e.g. moving from 3.5 to 3.1), they are not required to be discharged unless there has been more than a 30 calendar day lapse in treatment services.
- 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:

- 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.
- The discharge summary shall include all of the following:

- The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
- The reason for discharge.
- A narrative summary of the treatment episode.
- The beneficiary's prognosis.

9. Treatment Levels and Transfer between Levels of Care

An intensive, short-term residential treatment track will prepare clients for "step down" or transfer to outpatient treatment. The length of stay in residential will vary according to the assessed clinical need for each client and the appropriate level of care authorized by the COUNTY Alcohol and Drug Services Division based on the results of the DSMV and ASAM tools.

10. Program Standards

CONTRACTOR shall adhere to the applicable provisions of the multi-year State-County agreement between the Department of Health Care Services and Napa County (Napa County Agreement No. 180182B), which has been incorporated by reference previously, and parts of which are recited below. CONTRACTOR is, however, required to comply with all provisions including those that have not been reproduced herein.

a. 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]

b. 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]

c. 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)]

d. 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]

e. Trafficking Victims Protection Act of 2000: CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). 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]

f. 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]

g. CONTRACTORs that are Drug/Medi-Cal certified 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].

h. Culturally Competent Services: CONTRACTOR is responsible to provide culturally competent services. CONTRACTOR must ensure that their 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. 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 14 business days of the request; or denial, modification, or termination of services.

n. Verifying Medi-Cal Eligibility: CONTRACTOR shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal 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]

o. American Society of Addiction Medicine (ASAM) Criteria: CONTRACTOR shall be trained in the ASAM Criteria prior to providing services. 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]

p. 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]

q. 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]

r. 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]

11. Program Evaluation

a. 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 and 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 is

governed by this record retention requirement which is more stringent and a longer period than set forth in General Terms and Conditions 2.31, et seq. 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.

b. Formal evaluation of the program shall be made annually through COUNTY's on-site visit. This evaluation shall result in a written report to 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.

c. 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 COUNTY's Alcohol and Drug Services Administrator for program and research requirements.

d. CONTRACTOR shall notify COUNTY's 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 with the designated timeframe specified by DHCS and shall concurrently send a copy to the COUNTY Alcohol and Drug Services Administrator.

12. Records

a. 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 Agreement. [Department of Health Care Services and Napa County Exhibit F, Attachment I]

b. 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 governed by this record retention requirement which is more stringent and a longer period than set forth in General Terms and Conditions 2.31, et seq.

c. 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.

d. 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.

e. 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]

f. 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.

13. Unusual Occurrence and Incident Reporting

a. 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.

b. 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:

i. Complete written description of event including outcome;
ii. Written report of CONTRACTOR's investigation and conclusions;
iii. List of persons directly involved and/or with direct knowledge of the event.

c. The COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

d. Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. CONTRACTOR shall notify the COUNTY Alcohol and Drug Services Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

14. Non-Discrimination

a. CONTRACTOR shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection ; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

b. 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 ant 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.

c. CONTRACTOR shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

15. Required Program Submissions

a. 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.

b. CONTRACTOR agrees to maintain, and to provide to COUNTY upon request, an organizational chart that reflects the CONTRACTOR's current operating structure.

c. CONTRACTOR shall maintain, and provide to COUNTY upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. CONTRACTOR shall ensure that recipients of service under this Agreement have access to and are informed of CONTRACTOR's complaint procedure.

d. 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 including, but not limited to the following:

i. 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.

ii. California Outcome Measurement System – CalOMS 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 provider is responsible for contracting with a CalOMS vendor at their own cost. Data entry is the responsibility of the provider. 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.

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.

e. Census Reporting: CONTRACTOR shall communicate daily/weekly to the COUNTY ADS Division designee the name and dates clients occupied the COUNTY residential beds.

f. Denial of Admissions: CONTRACTOR will report any individuals that may have been denied services. This is for purposes of determining where a client might best be served on the continuum of care.

g. 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.

h. 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.

16. 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.

17. Funding Provisions

a. Additional Accounting and Fiscal Standards. CONTRACTOR shall establish and maintain written accounting 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

(13) Napa County General Assistance Board of Supervisors Resolution 87-66 Adopted 10-15-87

18. 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.

19. 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").

20. Conditions for Federal Financial Participation – See ADDENDUM FOR CONTRACTS INVOLVING FEDERAL HEALTH CARE PROGRAMS

CONTRACTOR shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

21. 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.

22. 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.

a. 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.

b. 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.

c. **See ADDENDUM FOR CONTRACTS INVOLVING FEDERAL HEALTH CARE PROGRAMS (FHCA version 3.22.21)**

23. Training and Technical Assistance

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.

a. COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.

b. 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.

c. 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.

24. Program Licensure

CONTRACTOR is responsible for obtaining and maintaining at its own expense such licenses, permits and other entitlements as may be required for the operation of a short term residential substance abuse treatment program as described in this Agreement. This includes DHCS Level of Care Designation and/or ASAM Certification for all requested levels of care, ASAM LOC 3.1, 3.3, and 3.5 in this Agreement.

25. Insurance

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:

a. 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.

b. The policy will require at least ten (10) days written notice to State and COUNTY prior to cancellation or material change of coverage.

c. 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.

d. If CONTRACTOR at any time during the term of the license 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.

26. Maintenance of the Facility

CONTRACTOR shall maintain the premises according to Alcohol and/or Other Drug Program Certification Standards, May 1, 2017, and Title 9 regulations, and any subsequently issued DHCS standards that may be issued from time to time.
http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf

EXHIBIT B-1
COMPENSATION AND FINANCIAL REPORTING
For Fiscal Year 2022-2023
(and each automatic renewal thereof)

COMPENSATION

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for services actually provided and documented as defined in Exhibit A.

The COUNTY fee-for-service bed day and case management rates for Fiscal Year 2022-2023, and each automatic renewal thereof, for Diablo Valley Ranch (DVR), Frederick Ozanam Center, Wollam, and South Solano Alcohol Council are outlined below.

The total compensation for services provided by Bi-Bett Addiction Treatment under this agreement is not to exceed **$751,289 in FY 2022-2023,** and each automatic renewal thereof. The maximum compensation payable to CONTRACTOR under this agreement is an estimate of the cost of services that may be performed each fiscal year and shall not be considered guaranteed sums.

INVOICING & FINANCIAL REPORTING

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

- Individual's name
- Description of service provided (or identifiable activity code)
- Date(s) 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

RATES (from 7/1/2022 – 6/30/2023 and each automatic renewal)

Diablo Valley Ranch – Men's Residential Treatment Program			
Activity Description	**Treatment**	**Room & Board**	**Total Bed Day Rate**
3.1 Level of Care	170.90	33.78	204.68
3.3 Level of Care	222.07	64.69	286.76
3.5 Level of Care	216.80	59.66	276.46
Case Management	25.43/unit		

Frederick Ozanam Center - Women's Residential Treatment and Withdrawal Management Program			
Activity Description	**Treatment**	**Room & Board**	**Total Bed Day Rate**
3.1 Level of Care	125.62	59.99	185.61
3.2 Level of Care	235.54	100.94	336.48
3.3 Level of Care	195.99	64.54	260.53
3.5 Level of Care	187.79	63.47	251.26
Case Management	25.43/unit		

Wollam - Women's Residential Treatment and Withdrawal Management Program			
Activity Description	**Treatment**	**Room & Board**	**Total Bed Day Rate**
3.1 Level of Care	154.47	66.20	220.67
3.2 Level of Care	175.16	75.07	250.23
3.5 Level of Care	216.80	59.66	276.46
Case Management	31.56/unit		

South Solano Alcohol Council Withdrawal Management Program			
Activity Description	**Treatment**	**Room & Board**	**Total Bed Day Rate**
3.2 Level of Care	240.26	102.97	343.23
Case Management	25.43/unit		

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.

Other Health Care Insurance
Per Federal Regulation providers must bill all other health (OHC) coverage prior to submitting claims to Napa County for Medi-Cal reimbursement, as Medi-Cal is the payer of last resort.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Drug Medi-Cal ODS. 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 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.

Overpayments
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.

Annual Cost Report
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, lapse of Drug MediCal

certification, 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 ninety (90) 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.