

**SECOND AMENDMENT TO STANDARD CONTRACT  
BETWEEN COUNTY OF SOLANO and UJIMA FAMILY RECOVERY SERVICES**

This Second Amendment ("Second Amendment") is entered into as of the 11th day of July, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and UJIMA FAMILY RECOVERY SERVICES, ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 01, 2017 (the "Contract"), in which Contractor agreed to provide residential, outpatient, and detoxification (detox) treatment for substance-related disorders to reduce the rate of substance use and to facilitate the development of personal and interpersonal functioning.

B. The parties amended the Contract on April 23, 2018 to amend the service rates and include certain State requirements.

C. The parties now desire to amend the Contract a second time to include start-up funds for an additional site to expand Contractor's services

D. This Second Amendment represents an increase of \$79,487 to the Contract.

E. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is equal to the aggregate dollar value of the Service Authorization Letters to be executed between Solano County and Contractor, which upon execution, will be incorporated into this Contract by this reference, plus an additional \$79,487 as provided for in Exhibit B-2.

B. Scope of Work

In addition to services to be provided under Contract, and as modified by the First Amendment, Contractor agrees to provide those services identified in the attached Exhibit A-2.

C. Budget.

Exhibit B-1 is amended in part to add the budget attached here as Exhibit B-2 and fee structure as Exhibit B-3.

D. California Special Terms and Conditions

Exhibit E is amended in its entirety and replaced with Exhibit E-1.

3. Effectiveness of Contract.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political  
Subdivision of the State of California

UJIMA FAMILY RECOVERY SERVICES

By \_\_\_\_\_  
Birgitta E. Corsello  
County Administrator

By Rita Schank   
Rita Schank  
Executive Director

APPROVED AS TO FORM

By Bernadette Curry   
County Counsel

## EXHIBIT A-2

### 1. Outpatient Level of Care Service Package

- A. Provide outpatient (OP) Level 1 as determined by LOCUS placement criteria (may be considered an aftercare package as well) for \$1,100 per episode, for a maximum of 2 episodes per year per client, and:
  - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care.
  - 2. Provide treatment planning.
  - 3. Perform observed urine analysis (UA) testing.
  - 4. Provide case management services.
  - 5. Perform post-testing using an outcome measure adopted by SCSAS.
- B. Provide outpatient (OP) Level 2 as determined by LOCUS placement criteria for \$5,075 per episode, for a maximum of 1 episode per year per client. Through multiple weekly contacts:
  - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care to include medication monitoring.
  - 2. Provide treatment planning.
  - 3. Perform observed UA testing.
  - 4. Provide case management services.
  - 5. Sober living (30 days).
  - 6. Perform post-testing using an outcome measure adopted by SCSAS.
- C. Provide Intensive OP (IOP) followed by OP Level 1 or 2 as determined by LOCUS placement criteria at \$80 per session, \$3,120 per episode, maximum of 2 per year per client in extended daily sessions, to include a minimum of 3 hours per session, 9 hours per week for up to 13 weeks, and:
  - 1. Perform any combination of group, individual, family and education services, physical exams, collateral services, and crisis intervention for this level of care to include medication monitoring.
  - 2. Provide treatment planning.
  - 3. Perform observed UA testing.
  - 4. Provide case management services.
  - 5. Perform post-testing using an outcome measure adopted by SCSAS.

#### **Substance Abuse/Dual Diagnosis Treatment/ CalWORKS only**

- D. Provide OP Level 1 as determined by the LOCUS placement criteria (can be the aftercare package as well) at \$1,100 per episode, maximum of 2 episodes per year per client.
- E. Provide OP Level 2 as determined by LOCUS placement criteria at \$5,075/episode, maximum of 1 episode per year per client.

#### **Mental Health Treatment (MH)/ CalWORKS only**

- F. Provide OP Level 1 as determined by LOCUS placement criteria (can be the aftercare package as well) at \$1100 per episode, maximum of 2 episodes per year per client, and:
  - 1. Perform any combination of group, individual, family and education services within the array of services for this level of care.
  - 2. Provide medication evaluation.
  - 3. Provide treatment planning.
  - 4. Perform observed UA testing (optional for MH clients).
  - 5. Provide case management services.
  - 6. Perform post-testing using an outcome measure adopted by SCSAS.

- G. Provide OP Level 2 as determined by LOCUS placement criteria at \$5,075 per episode, maximum of 1 episode per year per client. In multiple weekly contacts with each client:
1. Perform any combination of group, individual, family and education services within the array of services for this level of care to include medication monitoring.
  2. Provide medication evaluation.
  3. Provide treatment planning.
  4. Perform observed UA testing (optional for MH clients).
  5. Provide case management services.
  6. Sober Living (30 days) for SA/DD clients.
  7. Perform post-testing using an outcome measure adopted by SCSAS.
- H. Provide mental health day treatment services to CalWORKs participants as determined by LOCUS placement criteria at \$123.88 per day, 120 sessions maximum, \$15,465.60 per episode, for a maximum of 1 episode per year per client. Clients meeting this level of care will attend 2 to 3 groups and 1 individual therapy session per week.
- I. Provide day treatment services, up to 5 days per week, to include any combination of individual, group, family and psychological education, addressing any combination of the following issues, depending on the treatment needs of individuals referred to the program:
1. Anger management.
  2. Regulation of emotions.
  3. Parenting.
  4. Grief and Loss.
  5. Stress Reduction.
  6. Drug & Alcohol Education and Prevention.
  7. Domestic Abuse.
  8. Codependency.
  9. Adult Children of Alcoholics/Addicts.
  10. Assertiveness.
  11. Depression.
  12. Bipolar affective conditions.
  13. Anxiety Disorders.
  14. Trauma Recovery.
  15. Co-occurring disorders (with primary MH dx).
  16. Self Esteem.
  17. Spirituality/Creative Process.
  18. Job Readiness.
  19. Treatment Planning.
  20. Case Management.
  21. Crisis Intervention.
  22. Medication Evaluation and Management.

## **2. Performance Measure(s)**

For all Level of Care Service packages, Contractor will be held to the following performance measures:

1. Program retention and completion rates:
  - a. 35 percent of clients who start the program will successfully complete treatment.
  - b. 50 percent of clients who start pre-treatment will successfully complete.
  - c. 90 percent of clients referred to an appropriate level of care following pre-treatment.
  - d. 90 percent of clients referred to the appropriate level of care following IOP.
  - e. Reduce the time between pre-treatment and initial assessment.

**County of Solano  
Standard Contract**

2. Customer satisfaction through locally developed surveys:
  - a. 80 percent of program participants will report program was beneficial.
  - b. Post-test will indicate improved functioning in two areas contained in the ASI.
  - c. MH clients will demonstrate improvement on at least two treatment goals, which is documented in the discharge summary.
3. Employment/Education status: 25 percent of participants completing the program will be employed more hours per week than prior to the program or have improved educational status, established by comparing admission and discharge data.
4. Pre-post score differences on an outcome instrument adopted by SCSAS.
5. Any required outcome measurements that are associated with the evidence-based program being offered by Contractor.
6. Demonstrate fidelity to the evidence-based practice by either training or on-going supervision of the clinicians.

**3. Drug Medi-Cal Certification**

Contractor must possess Drug Medi-Cal certification issued by the Department of Health Care Services.

The certification may be provisional but must allow for Drug Medi-Cal reimbursement.

**EXHIBIT B-2**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Method of Payment**

- A. Upon submission of an invoice for outpatient services and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit "B-2" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15<sup>th</sup> day of the subsequent month.
- B. The County intends to reimburse the vendor for outpatient services based upon costs incurred the prior month for the first 90-days of the contract period based on the fixed budget included in Exhibit B-2. After the start-up period, the contract will be paid based on the fee for service structure in Exhibit B-3.
- C. County will advance Contractor \$30,173.00 to assist with cash flow for costs associated with start up for providing outpatient services. Contractor will be required to repay \$5,000.00 monthly beginning October 1, 2019. Repayment will be automatically deducted from Contractor's monthly invoice to the County for services provided. If the monthly invoice to the County is less than \$5,000.00, Contractor shall issue a check to the County within 15 days from the close of the month for the difference.
- D. Claims submitted by Contractor must meet the criteria set forth in section E and be documented by an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.
- E. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B-2, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment or real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- F. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

G. The following criteria apply to Contract Budget submitted by Contractor under this Contract:

- 1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.
- 2) Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
- 3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A-2 and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
- 4) Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. In order to include indirect costs or an indirect cost rate in the contract budget, Contractor must have a negotiated indirect cost rate agreement with a federal agency. A Contractor who does not have such a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, as defined in 2 CFR 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to Part 200).
- 5) Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or up to the 10% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.
- 6) Contractor is expected to bill for Drug Medi-Cal for services provided during July 1, 2019 to September 30, 2019. Service modality and procedure codes are included in Exhibit B-3. Rates listed in B-3 will only be used to authorize and track services for the time period July 1, 2019 to September 30, 2019. Beginning October 1, 2019, services provided will be paid on the fee structure included in Exhibit B-3.

<b>EXHIBIT B-2</b>			
<b>BUDGET DETAIL AND PAYMENT PROVISIONS</b>			
<b>July 1, 2019 to September 30, 2019</b>			
<b>PERSONNEL EXPENSES</b>			
<b>Job Title</b>	<b>FTE</b>		<b>Total</b>
Alcohol and Drug Counselors			17,501
Program Assistant			6,000
Program Coordinator			9,000
FRINGE BENEFITS (34%)			11,050
<b>TOTAL PERSONNEL (SALARY+FRINGE)</b>			<b>43,551</b>
<b>OPERATIONAL EXPENSES</b>			
Rent, utilities, repairs			12,510
Insurance			2,000
Telephone & Communication			1,650
Furniture and Equipment			5,000
Equipment and supplies			2,000
House supplies			2,000
Transportation and mileage			100
Employment expenses			800
Food			20
Toxicological			1,000
Information Technology			1,000
Staff development, conferences and expenses			200
Advertising and program support materials			300
Office Supplies / Postage			130
<b>TOTAL OPERATIONAL EXPENSES</b>			<b>\$28,710</b>
Indirect Costs	10 %		<b>\$7,226</b>
<b>TOTAL CONTRACT</b>			<b>\$79,487</b>

**EXHIBIT B-3**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Fee for service reimbursement effective October 1, 2019 for services listed in Table #1 in this Exhibit.**

**1. Service Modality Descriptions, Rates, Procedure Codes, and Service Units:**

- A. In order to insure prompt payment, the Contractor shall provide the County with documentation of the direct and indirect services provided to SCSAS clients in the prior month by direct input into Netsmart Avatar. The data shall be in the system by the 10th day of each month. Contractor will submit a Solano County vendor claims and invoices with adequate supporting documentation as to services provided no later than fifteen (15) days after the last day of the month in which those services were provided. Payment will be denied for services not entered into the system.
- B. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services in Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and must be resubmitted. Payment will be denied for services not entered into the system at the time of vendor claim processing.
- C. Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided pursuant to executed Service Authorization Letters. Each invoice must specify services rendered, to whom, date of service and the accrued charges.  
Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.
- D. Periodically, County may deduct any service disallowances from outstanding invoices.
- E. The procedure code and service units listed in Table #1 will be used to document and track direct and indirect services in Avatar. The procedure code may be changed at any time.

**TABLE #1**

<b>Service Modality</b>	<b>Procedure Code</b>	<b>Rate</b>	<b>Services Include</b>	<b>Service Duration</b>	<b>Additional Comments</b>
<b>UA</b>	SA82660	\$13/analysis	Urinalysis Drug Test	Number required varies by level of care and criminal justice requirements	
<b>UA GCMS</b>	SAUAGC MS	\$35/analysis	UA screening confirmation test	Number required varies by level of care and criminal justice requirements	



Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
UA ETG80	SAUAET G80	\$20/analysis	80-hour alcohol test	Number required varies by level of care and criminal justice requirements	
ODF Individual Intake / Evaluation	SAH0001	\$80/session	Assessment Intake/Evaluation	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Individual Counseling	SAIH0001	\$80/session	Individual counseling	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Treatment Planning	SAT1007	\$80/session	Treatment planning	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Discharge Planning	SADT1007	\$80/session	Discharge planning	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
ODF Collateral	SA90887	\$80/session	Collateral	Minimum of 50 minutes per session	DMC clients are limited to individual sessions for assessment, crisis, treatment and discharge planning.
Case Management	SAH0006	\$13.50 per 15 minutes or \$54.00 per hour	Assistance with medical and dental care, housing, child care, employment, education, home visits, transportation needs and engagement in SA and M/H services	15-minute increments @ \$54 per hour or \$13.50 per 15 minutes	Note: Calculations are based on a 60-minute hour.

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
<b>ODF Group Counseling</b>	SA90853	\$35/person	Assessment, Treatment planning, Group counseling	Minimum of 90 minutes per session	Groups may have a major SA educational component, as well as literacy, life skills, employment skill development
<b>Crisis Intervention</b>	SAH0007	\$80/session	Crisis treatment	Minimum of 50 minutes per session	
<b>Family and Co-dependency Counseling</b>	SAT1006	\$43/session/ family unit	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	
<b>Medication Management</b>	SAMEDM GMT	\$55 per 30-minute session	Assessment, Prescribing, Lab test monitoring, Medication adjustments and Education	Maximum of 30 minutes per session	Access to medication management (MD or ARNP)
<b>Day Care Rehabilitative (DCR)</b>	SAH5170	\$82.00/day Perinatal	Outpatient counseling and rehabilitation services	Minimum of 3 hours per day 3 days per week	
<b>Medication Evaluation/ MH/Dual Diagnosis Only</b>	SA99213	\$125/session	Evaluation for psychotropic medication	Minimum of 50 minute per session	CalWORKS Clients only.
<b>Assessment/ MH Only</b>	SA90791	\$92/session	Assessment	Minimum of 50 minutes per session	CalWORKS Clients only
<b>Individual/ MH Only</b>	SA90837	\$92/session	Treatment planning, Individual counseling	Minimum of 50 minutes per session	CalWORKS Clients only
<b>Group/ MH Only</b>	SA90853	\$52/session	Assessment, Treatment planning, Group counseling	Minimum of 90 minutes per session	CalWORKS Clients only. Groups may have a major SA educational component
<b>Family Therapy MH Only</b>	SAI90847	\$92/session	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	CalWORKS Clients Only
<b>Family Therapy – Group MH only</b>	SAG90847	\$52/session	Family counseling, Education	Minimum of 90 minutes/session, up to 4 sessions/family unit or significant other, then referral	CalWORKS Clients Only

Service Modality	Procedure Code	Rate	Services Include	Service Duration	Additional Comments
<b>Case Management/ MH Only</b>	SAT1017	\$13.50 per 15 minutes or \$54.00 per hour	Assistance with medical and dental care, housing, child care, employment, education, home visits, transportation needs and engagement in SA and M/H services	15-minute increments @ \$54 per hour or \$13.50 per 15 minutes	CalWORKS Clients only Note: Calculations are based on a 60-minute hour.
<b>Transportation /OP Perinatal Only</b>	SATRANS	\$22/day		Travel to and from services and appointments.	
<b>Naltrexone</b>	SAH5000	\$19.06/session	Per IN 15-033, restricted to treatment of alcohol dependence and prevention of relapse in opioid dependent clients. Client must be at least 18 years of age; opiate free; not pregnant	As needed	Limited to three refills of 100 tablets in 75 days.

**EXHIBIT E-1**  
**CALIFORNIA SPECIAL TERMS AND CONDITIONS**

**1. Additional Contract Restrictions**

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

**2. Nullification of this Contract**

The parties agree that if the Contractor fails to comply with the provisions of W&I Code section 14124.24, all areas related to the DMC Treatment Program SUD services, this Contract shall be null and void.

**3. Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§ 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**4. 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 (H&SC sections 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**5. Noncompliance with Reporting Requirements**

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

**6. 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 U.S.C. § 812).

**7. Restriction on Distribution of Sterile Needles**

No 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.

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

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

1. Trading Partner Requirements

- a) No Changes. Contractor agrees that for the personal health information (Information), it will 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. Contractor agrees that for the Information, it will 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. Contractor agrees that for the Information, it will 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. Contractor agrees that for the Information, it will 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

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

3. Adequate Testing

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

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor 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

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

6. Data Transmission Log

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

**9. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42 U.S.C. § 300x-65.

**10. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

**11. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

**12. Trafficking Victims Protection Act of 2000**

Contractor and its subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)) as amended by section 1702. For full text of the act, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

**13. Minimum Quality Standards**

Contractor shall provide services and adhere to organizational standards as outlined in State County Contract Exhibit A, Attachment I, Part I, Section 1, C, 5.

**14. Information Access for Persons with Limited English Proficiency**

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

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

- 1) Materials explaining services to the public.
- 2) Language services.
- 3) Language interpreter and translation services.
- 4) Video remote language interpreting services.

**15. SABG Monitoring**

Performance under the terms of this contract is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish, written policies and procedures consistent with the control requirements set forth below:

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

- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- h) Title 42, CFR, Sections 8.1 through 8.6.
- i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).