



OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

November 24, 2020

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE FISCAL YEAR 2020-21 MASTER CONTRACT AMENDMENT FOR HORIZON SERVICES, INC. TO PROVIDE SUBSTANCE USE DETOXIFICATION SERVICES IN THE TOTAL AMOUNT OF \$9,645,441 (\$48,300 INCREASE)

RECOMMENDATIONS

- A. Approve Amendment No. 2 (Master Contract No. 900090, Procurement Contract No. 20255) with Horizon Services, Inc., (Principal: Christy Hayes; Location: Hayward) to fund a Medical Director position for existing Substance Use Detoxification Services, with no change in the contract period of 7/1/20 – 6/30/21, increasing the amount from \$9,597,141 to \$9,645,441 (\$48,300 increase); and
- B. Delegate authority to the Agency Director, or designee, to negotiate and execute the agreement under the Community-Based Organization master contract process, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

Substance Use Disorder (SUD) services through Alameda County Behavioral Health (ACBH) currently operate under the Drug Medi-Cal (DMC) Waiver which allows for additional generation of DMC revenue to support essential SUD services. One of the requirements for the DMC Waiver is the provision of a clinically-managed residential detoxification service, designated by the American Society of Addiction Medicine criteria as Level 3.2 withdrawal management services (ASAM Level 3.2 services). ACBH currently contracts with Horizon Services, Inc. (Horizon) to provide ASAM Level 3.2 services through Cherry Hill, which provides the Sobering Station and Detoxification Center in San Leandro.

ASAM Level 3.2 services are for those individuals needing initial 24-hour support to enter into and complete detoxification. Such a level of care serves as a gateway for individuals with SUDs to enter into the recovery process and to transition into the next appropriate service, whether that be residential treatment, intensive outpatient treatment services, or another level of care. This ASAM 3.2 level of care is required by the DMC Waiver as it greatly increases the likelihood of the individual entering into continuing treatment and recovery.

The Cherry Hill Sobering Station provides 50 co-ed beds for individuals to stay for less than 24 hours to recover from immediate substance use intoxication. About half of these individuals then proceed to longer stays at the

Detoxification Program, which has 32 beds that offer ASAM Level 3.2 services and an average stay of four to six days. ACBH currently contracts for 20 beds at the Sobering Station and 27 beds at the Detoxification Center.

For many years, Alameda County Emergency Medical Services (EMS) has been providing the required Medical Director staffing to support services at Cherry Hill. The Memorandum of Understanding between ACBH and EMS to provide Medical Director staffing for this program is ending and they will deploy the current staff to support Alameda County's Novel Coronavirus 2019 (COVID-19) efforts. The current Cherry Hill allocation does not support funding for a Medical Director. Your Board's approval of this augmentation will allow Horizon to hire a Medical Director to provide physical health and medical clearance consultation services for clients served at Cherry Hill Detox and Sobering Center and continue to meet regulatory requirements for ASAM Level 3.2 services.

SELECTION CRITERIA

This request is for an augmentation to an existing program. ACBH issued a Request for Proposal (RFP) on June 1, 2007 to operate the Sobering Station and Detoxification Center. A Bidders Conference was held on June 19, 2007 and four agencies were represented. Two proposals were submitted by the due date of July 11, 2007. ACBH facilitated an Evaluation Committee composed of key stakeholders from several different groups on July 23 and 24, 2007, and Horizon was selected and approved by your Board to provide this service on September 11, 2007 (Item No. 17). Your Board approved Horizon to continue to operate Cherry Hill in FY 2020-21 on June 23, 2020 (Item No. 4) and your Board approved an augmentation for Cherry Hill to support additional staffing and telephone infrastructure on September 22, 2020 (Item No. 13). As a non-profit community-based organization, Horizon is exempt from the County's Small, Local, and Emerging Business (SLEB) policy but elected to be a certified small business under the County's SLEB Program (No. 20-00093; Expiration Date 10/31/2021).

FINANCING

Appropriations for this augmentation (\$48,300) are included in the FY 2020-21 ACBH Approved Budget. Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

The addition of a Substance Use Detoxification Services medical director meets the 10X goal pathway of **Healthcare for All** in support of the shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Director
Health Care Services Agency

CC/EDV/lf/lfs

SECOND AMENDMENT TO AGREEMENT

Master Contract #	900090	Procurement Contract #	20255
Procurement Begin Date	07/01/2020	Expire Date	06/30/2021

This Second Amendment is made by the *County of Alameda* (“County”) and **Horizon Services, Inc.** (“Contractor”) to amend the Master Agreement, Procurement Contract No. **20255**, which superseded the interim exhibits signed by the parties on **July 16, 2020** and then amended by that First Amendment to Agreement signed by the parties on **September 24, 2020** (referred to herein as the “Agreement”):

I. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as specified herein:

A. Program Description and Performance Requirements, Exhibit A (e) – Cherry Hill Services, Section III.D, Minimum Staffing Qualifications, are amended as follows and effective December 1, 2020:

Contractor shall directly hire a Medical Director for their Substance Use Residential Detoxification and Sobering Center.

AND

B. Terms and Conditions of Payment, Exhibit B are amended as follows and effective July 1, 2020:

- The Contract Maximum is increased from \$9,597,141 to \$9,645,441.
- The Rate Sheet, Exhibit B-3, is amended and replaced by the attached Rate Sheet, Exhibit B-3, dated 11/23/2020.

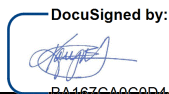
AND

- C. The Exhibit C is replaced by the attached Exhibit C.
- D. Except as otherwise stated herein, the terms and provisions of this Second Amendment will be considered to be effective as of the date this First Amendment is executed by the County.
- E. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

F. IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

By: 
BA167CA0C0D444A...
Karyn L. Tribble, PsyD, LCSW
Director
Behavioral Health Care Services

1/6/2021

Date

Horizon Services, Inc.

Contractor

PO Box 4217

Street Address

Hayward, CA 94540

City, State, Zip Code

By: 
A0764F0448D340C...

Authorized Signature of Contractor

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared: 11/23/2020

	Program 1	Program 2	Program 3	Program 4	Program 5
Modality>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
RU(s)>>>	A002K0 A002U0 A002L0 A002V0	0178KF 0178UF 0178LF 0178VF 0178KJ 0178LL	NA	NA	NA
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
PERSONNEL EXPENSES:	412,242	585,723	99,937	14,995	63,926
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	302	504	50	10	15
Maintenance - Equipment	950	2,404	250	100	257
Medical, Dental, Pharm. Supplies	1,600	2,500			
Membership Dues	750	696	225	20	70
Rent and Lease Equipment	4,487	5,723	1,362	863	1,010
Clothing and Personal Supplies					
Food	3,000	3,000	625	1,485	650
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	6,214	6,294	810	1,992	1,313
Operating Expenses:					
Communications	8,038	10,788	2,135	250	1,921
Depreciation - Structures and Improvements	1,711		500	50	279
Household Expenses					
Insurance	2,217	2,828	1,007	106	617
Interest Expense	619	250	25	3	5
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	3,950	6,267	400	100	341
Miscellaneous*	-	-	-	-	-
Office Expense	18,828	19,400	3,832	1,907	2,253
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	71,876	71,610	23,824	6,973	14,068
Taxes and Licenses	1,000	2,002	155		58
Drug Screening and Other Testing	4,500	2,000			
Utilities	58	50	125		250
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	8,500	7,500	531	-	698
Transportation:					
Local Transportation	8,000	15,287	2,500	2,451	3,099
Travel*	1,362	1,362	-	-	-
Gas, Oil & Maintenance - Vehicles					
Rents & Leases - Vehicles					
Depreciation - Vehicles					
Other Costs:					

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No:

510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared:

11/23/2020

	Program 1	Program 2	Program 3	Program 4	Program 5
Modality>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
RU(s)>>>	A002K0 A002U0 A002L0 A002V0	0178KF 0178UF 0178LF 0178VF 0178KJ 0178LL	NA	NA	NA
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
Administrative Indirect Costs*	84,030	111,928	20,744	4,695	13,623
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	15.00%
Total - Operating Expenses:	231,992	272,393	59,099	21,005	40,527
GROSS COST:	644,234	858,116	159,036	36,000	104,453
	560,204	746,188	138,293	31,305	90,830
REVENUE:					
Insurance & Medicare					
Contracts & Grants			25,000	6,000	20,000
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	25,000	6,000	20,000
NET COST:	644,234	858,116	134,036	30,000	84,453

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Lusine Ghevondyan

Date Prepared: 11/23/2020

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	Adult	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	1,813	1,500	4,200	3,513	
Maintenance - Equipment	1,446	600	2,500	3,253	
Medical, Dental, Pharm. Supplies	13,500	2,800	3,000	9,294	
Membership Dues	932	1,284	6,000	1,533	
Rent and Lease Equipment	8,019	9,204	13,656	9,480	
Clothing and Personal Supplies					
Food	49,180	31,000	30,000	41,822	
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	7,033	7,641	8,338	9,673	-
Operating Expenses:					
Communications	15,530	16,326	29,400	23,131	
Depreciation - Structures and Improvements					
Household Expenses	20,733	19,750	16,000	18,123	
Insurance	13,342	15,825	12,250	13,387	
Interest Expense		2,002	1,250	2,649	
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	145	150	10,000	9,294	
Miscellaneous*	-	-	600	-	-
Office Expense	15,434	12,345	19,240	22,020	
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	964	1,000	500	54,090	
Taxes and Licenses	5,497	1,000	12,000	7,435	
Drug Screening and Other Testing	964	250	1,000	2,323	
Utilities	3,375		39,292	51,116	
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	61,518	16,985	33,300	36,990	-
Transportation:					
Local Transportation	17,103	13,000	7,500	6,506	
Travel*	1,302	1,350	2,700	2,509	-
Gas, Oil & Maintenance - Vehicles	2,507	985	2,000	1,859	
Rents & Leases - Vehicles					
Depreciation - Vehicles		6,780		4,952	
Other Costs:					
Administrative Indirect Costs*	272,767	272,757	208,183	276,022	-
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	#DIV/0!

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name: **Horizon Services, Inc.** Telephone No: 510-727-8839
 Lusine Ghevondyan Date Prepared: 11/23/2020

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	Adult	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
Total - Operating Expenses:	513,104	434,534	462,909	610,974	-
GROSS COST:	2,091,215	2,091,139	1,596,071	2,116,174	-
	1,818,448	1,818,382	1,387,888	1,840,152	-
REVENUE:					
Insurance & Medicare					
Contracts & Grants					
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	-	-	-
NET COST:	2,091,215	2,091,139	1,596,071	2,116,174	-

Contractor Name:

Horizon Services, Inc.

Position Title	Staff Name	Treatment Credential	Annualized Salary	TOTAL % FTE
Program Director	Lopes, Elaine	Other	93,730	1.00
Clinical Services Director	Leitson, Sage	LPHA	120,016	0.64
Intake Counselor	TBD	SUD Counselor	53,560	1.00
Office Manager	Franklin, Gennie	Other	57,309	1.00
IS Director	Paterson, Chris	Other	110,198	0.48
Clinical Supervisor	Aminata Fielder	LPHA	77,126	1.00
Case Manager	Joyce Crosby	SUD Counselor	55,702	1.00
Clinical Counselor	Luiza Pinaud	SUD Counselor	62,016	1.00
Clinical Counselor	Lynette, Vertilus	SUD Counselor	62,016	1.00
CSS Supervisor	Laronette Perry	SUD Counselor	57,845	1.00
Clinical Specialist	Turner-Whittie,La	SUD Counselor	50,532	1.00
Clinical Specialist	TBD	SUD Counselor	50,532	1.00
Client Support Specialist	Charmaine Johns	SUD Counselor	44,790	1.00
Client Support Specialist	Sandra, Cambell	SUD Counselor	44,790	1.00
Client Support Specialist	Pamela Neal	SUD Counselor	44,790	0.37
Food Service Coordinator	Joyce Guidry	Other	52,829	1.00
Relief Counselor	multiple	SUD Counselor	16,686	1.00
Relief CSS	multiple	SUD Counselor	20,085	1.00
Program Director	Walton, Renee	Other	93,730	0.93
Intake Counselor	TBD	SUD Counselor	53,560	0.93
Office Manager	TBD	Other	55,702	0.93
Clinical Supervisor	Tiffany Robbins	LPHA	79,310	0.93
Clinical Counselor	Megan Hamilton	SUD Counselor	64,313	0.93
Clinical Counselor	Deepali, Sansi	SUD Counselor	62,016	0.93
Clinical Counselor	Stanley Renee	SUD Counselor	59,719	0.93
Clinical Counselor	Sally Pierce	SUD Counselor	59,719	0.93
Clinical Counselor	TBD	SUD Counselor	59,719	0.93
Case Manager	Ashley Mackie	SUD Counselor	57,423	0.93
CSS Supervisor	Julie Ruano	SUD Counselor	62,120	0.93
Clinical Specialist	Christina Jefferso	SUD Counselor	50,532	0.93
Clinical Specialist	Virgil Bagaosian	SUD Counselor	50,532	0.93
Clinical Specialist	Ashly-Page Smith	SUD Counselor	50,532	0.93
Clinical Specialist	Marhawit Melles	SUD Counselor	50,532	0.93
Client Support Specialist	LaTonia Washing	SUD Counselor	44,790	0.93
Client Support Specialist	Brandi Andino	SUD Counselor	44,790	0.93
Client Support Specialist	Nicole Nelson	SUD Counselor	44,790	0.93
Client Support Specialist	Sara Haile	SUD Counselor	44,790	0.93
Food Service Coordinator	Cecelia Vanegas	Other	49,275	0.93
Relief Counselor	multiple	SUD Counselor	57,845	0.45
Relief Client Support Specialist	multiple	SUD Counselor	41,787	0.65
Program Director	Ball, Angela	Other	102,386	0.98
Deputy Director	Maddox, Barbara	Other	72,113	0.98
QA Manager	Beckman, Kristine	Other	59,494	0.98
Office Manager	Montes, Maria	Other	59,500	0.98
Clinical Administrator	Zahoor, Mehreen	LPHA	74,880	0.96
Program Manager	Penn, Theresa	Other	59,752	0.96
Assessment Specialist	Urive, Rodney	Other	47,133	0.96
Assessment Specialist	Cesena, Greg	Other	47,133	0.96
Case Manager	Miller, Denise	SUD Counselor	47,133	0.96
Recovery Coach	Vargas, Francisco	SUD Counselor	51,418	0.96
Intake Counselor	Schaible, Brenda	SUD Counselor	44,990	0.96
Office Assistant	Mohapatna, Meid	Other	42,848	0.96
Lead Intake Counselor	Mascarenas, Anth	SUD Counselor	50,532	0.96
Intake Counselor	Knox, Cedric	SUD Counselor	43,641	0.96
Intake Counselor	Jett, Ronald	SUD Counselor	48,235	0.96
Intake Counselor	Paris, Victoria	SUD Counselor	48,235	0.96
Intake Counselor	Joshan, Larnelle	SUD Counselor	48,235	0.96
Intake Counselor	Ervin, Verna	SUD Counselor	48,235	0.96

Program 6			
Residential (Adult)			
Cherry Hill Residential Detox			
Status	No. of Months	% FTE**	Salary
Super-visor	12	0.06	7,423
Super-visor	12	0.09	10,192
Super-visor	12	0.45	46,049
Super-visor	12	0.45	32,439
Admin	12	0.45	26,763
Admin	12	0.45	26,765
Super-visor	12	0.96	72,208
Super-visor	12	0.96	57,620
Admin	12	0.96	45,450
Admin	12	0.96	45,450
Direct Client Svcs	12	0.96	45,450
Direct Client Svcs	12	0.96	49,583
Direct Client Svcs	12	0.96	43,384
Admin	12	0.96	41,318
Direct Client Svcs	12	0.96	48,728
Direct Client Svcs	12	0.96	42,083
Direct Client Svcs	12	0.96	46,513
Direct Client Svcs	12	0.96	46,513
Direct Client Svcs	12	0.96	46,513
Direct Client Svcs	12	0.96	46,513

Program 7			
Other			
Cherry Hill Sobering Station			
Status	No. of Months	% FTE**	Salary
Super-visor	12	0.07	8,804
Super-visor	12	0.11	12,088
Super-visor	12	0.53	54,616
Super-visor	12	0.53	38,475
Admin	12	0.53	31,742
Admin	12	0.53	31,744

Program 8			
Residential (Adult)			
Chrysalis			
Status	No. of Months	% FTE**	Salary
Super-visor	12	1.00	93,730
Super-visor	12	0.25	30,004
Direct Client Svcs	12	1.00	53,560
Admin	12	1.00	57,309
Super-visor	12	0.13	14,414
Direct Client Svcs	12	1.00	77,126
Direct Client Svcs	12	1.00	55,702
Direct Client Svcs	12	1.00	62,016
Direct Client Svcs	12	1.00	62,016
Direct Client Svcs	12	1.00	57,845
Direct Client Svcs	12	1.00	50,532
Direct Client Svcs	12	1.00	50,532
Direct Client Svcs	12	1.00	44,790
Direct Client Svcs	12	1.00	44,790
Direct Client Svcs	12	0.37	16,711
Direct Client Svcs	12	1.00	52,829
Direct Client Svcs	12	1.00	16,686
Direct Client Svcs	12	1.00	20,085
Super-visor	12	0.93	87,113
Direct Client Svcs	12	0.93	49,779
Admin	12	0.93	51,769
Direct Client Svcs	12	0.93	73,711
Direct Client Svcs	12	0.93	59,773
Direct Client Svcs	12	0.93	57,638
Direct Client Svcs	12	0.93	55,503
Direct Client Svcs	12	0.93	55,503
Direct Client Svcs	12	0.93	55,503
Direct Client Svcs	12	0.93	53,369
Direct Client Svcs	12	0.93	57,734
Direct Client Svcs	12	0.93	46,964
Direct Client Svcs	12	0.93	46,964
Direct Client Svcs	12	0.93	46,964
Direct Client Svcs	12	0.93	41,628
Direct Client Svcs	12	0.93	41,628
Direct Client Svcs	12	0.93	41,628
Direct Client Svcs	12	0.93	41,628
Direct Client Svcs	12	0.93	45,796
Direct Client Svcs	12	0.45	25,847
Direct Client Svcs	12	0.65	27,262

Program 9			
Residential (Adult)			
Cronin House			
Status	No. of Months	% FTE**	Salary
Super-visor	12	0.26	30,664
Super-visor	12	0.14	15,957

EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT

FY 20-21

Provider Name:

Horizon Services, Inc.

Program	DMC #	Service	Maximum Funding	Reimbursement Method	Deliverables	Units of Service	Rate
Project Eden Pleasanton (Adult)	01FT						
Outpatient Services		Case Management	\$644,234	Provisional Rate	Minute	2,692	\$3.41
		Physician Consultation		Provisional Rate	Minute	974	\$7.93
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	90,958	\$2.93
		Recovery Services		Provisional Rate	Minute	1,102	\$2.56
Intensive Outpatient		Case Management		Provisional Rate	Minute	3,635	\$3.41
		Physician Consultation		Provisional Rate	Minute	609	\$7.93
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	107,987	\$2.93
		Recovery Services		Provisional Rate	Minute	9,918	\$2.56
Project Eden - Hayward (Adolescent)	0178						
Outpatient Services		Case Management	\$858,116	Provisional Rate	Minute	2,114	\$3.41
		Physician Consultation		Provisional Rate	Minute	1,219	\$9.15
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	103,804	\$3.95
		Recovery Services		Provisional Rate	Minute	8,509	\$3.35
Intensive Outpatient		Case Management		Provisional Rate	Minute	6,341	\$3.41
		Physician Consultation		Provisional Rate	Minute	406	\$9.15
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	90,759	\$3.87
		Recovery Services		Provisional Rate	Minute	7,547	\$3.35
Outreach &				Actual Cost			
Primary Prevention (Project Eden) **		Service/Activity Duration Hours	\$134,036	Actual Cost	Hours	2,675	NA
		Direct Staff Hours		Actual Cost	Hours	3,176	NA
		Indirect Staff Hours		Actual Cost	Hours	453	NA
Primary Prevention Friday Night Live (FNL)		Service/Activity Duration Hours	\$30,000	Actual Cost	Hours	268	NA
		Direct Staff Hours		Actual Cost	Hours	268	NA
		Indirect Staff Hours		Actual Cost	Hours	57	NA
Transition to Treatment		Service/Activity Duration Hours	\$84,453	Actual Cost	Hours	1,200	NA
		Direct Staff Hours		Actual Cost	Hours	1,330	NA
Cherry Hill	01IL						
Residential Detoxification		ASAM 3.2	\$2,091,215	Provisional Rate	Bed Days		\$254.86
		Admin Day/Respite			Bed Days		\$201.56
		Case Management/NMN Assessment*			Minutes		\$2.50
		Physician Consultation			Minutes		\$6.71
Sobering Station		Detoxification Services	\$2,091,139	Provisional Rate	Bed Days	6,824	\$325.66

**EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT
FY 20-21**

Provider Name:

Horizon Services, Inc.

Program	DMC #	Service	Maximum Funding	Reimbursement Method	Deliverables	Units of Service	Rate
Chrysalis	01HQ						
Residential		ASAM 3.1	\$1,817,037	Provisional Rate	Bed Days		\$190.50
		ASAM 3.3		Provisional Rate	Bed Days		\$366.01
		ASAM 3.5		Provisional Rate	Bed Days		\$250.23
		Case Management/NMN Assesment*		Provisional Rate	Minutes		\$4.54
		Physician Consultation		Provisional Rate	Minutes		\$12.20
Cronin	01DX						
Residential		ASAM 3.1	\$1,895,211	Provisional Rate	Bed Days		\$191.70
		ASAM 3.3		Provisional Rate	Bed Days		\$368.33
		ASAM 3.5		Provisional Rate	Bed Days		\$251.81
		Case Management/NMN Assesment*		Provisional Rate	Minutes		\$4.54
		Physician Consultation		Provisional Rate	Minutes		\$12.20
		Maximum Allocation	\$9,645,441				

*No Medical Necessity (NMN). Assessments completed prior to an NMN determination will be reimbursed at the rate above.

** Program ends 12/31/2020

***Outreach & Engagement cap amount equals \$179,447

11/23/2020

Federal Funding:

SABG CFDA# 93.959	\$1,388,334
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EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Employee Dishonesty and Crime	Value of Cash Advance
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (925) 930-9464 Fax: (925) 930-9949 STOUT INSURANCE BROKERS, INC. P.O. BOX 400 ROSEVILLE CA 95661	CONTACT NAME: Stout Insurance Brokers, Inc. PHONE (A/C, No, Ext): (925) 930-9464 FAX (A/C, No): (925) 930-9949 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
Agency Lic#: 0D85886	INSURER A : Nonprofits Insurance Alliance of California INSURER B : Cypress Insurance Company INSURER C : Western Surety Company INSURER D : Houston Casualty Company INSURER E : Nationwide Mutual Insurance Company INSURER F :

COVERAGES

CERTIFICATE NUMBER: 57989

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2020-00621	10/01/20	10/01/21	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2020-00621	10/01/20	10/01/21	MED. EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> Professional Liability \$1M Occ / \$3M Agg			2020-00621	10/01/20	10/01/21	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> D&O Liability \$1M Ea. Act / \$2M Ann Agg						GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EMPLOYEE BENEFITS LI	\$ 1,000,000
A	AUTOMOBILE LIABILITY			2020-00621	10/01/20	10/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2020-00621-UMB	10/01/20	10/01/21	EACH OCCURRENCE	\$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Please see D&O note			AGGREGATE	\$ 7,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$3M Occ/Agg over D&O	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HOWC116769	10/01/20	10/01/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A	Blanket Bldg & Bus Pers Property / Empl Dishonesty			2020-00621-PROP	10/01/20	10/01/21	\$8,176,506 BLDG	\$2,376,900/ \$500K ED
C	Bond - Employee Dishonesty Bond			72101040	11/27/20	11/27/21	\$100K	Continuous until cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION**CERTIFICATE HOLDER****CANCELLATION**

ALAMEDA COUNTY HEALTH CARE BEHAVIOR HEALTH/ ALCOHOL & DRUGS
1900 EMBARCADERO COVE, SUITE #205
OAKLAND, CA 94606
 Attention: **INSURANCE COORDINATOR**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen T. Stout

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 57989

DATE
NOV 30 2020

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS PER THE ATTACHED ENDORSEMENT.

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS LOSS PAYEE WITH RESPECT TO EMPLOYEE DISHONESTY AND CRIME COVERAGE (AS INTEREST MAY ARISE) AS PER THE ATTACHED ENDORSEMENT

REGARDING: CHRYSALIS 3837,3839, 3841,3843, 3845, 3847 TELEGRAPH AVENUE, OAKLAND CA 94609

CRONIN 2595 DEPOT ROAD, HAYWARD CA 94541

CHERRY HILL DETOX 2035 FAIRMONT DRIVE, SAN LEANDRO CA 94578

PROJECT EDEN 1866 B. STREET, SUITE 101, HAYWARD CA 94541

PROJECT EDEN 22320 FOOTHILL BLVD, SUITE 245, HAYWARD, CA 94541

PROJECT EDEN 1020 SERPENTINE LANE, SUITES 100, 102, PLEASANTON, CA 94566

ADDITIONAL COVERAGE THAT WILL NOT FIT INTO ABOVE SPACES:

CYBER LIABILITY: COVERAGE PROVIDE BY INSURER (D) ABOVE - Houston Casualty company COVERAGE EFFECTIVE 10/1/20 - 10/1/21 - LIMITS: \$2M EACH CLAIM / \$2M AGGREGATE

ERISA BOND # 7900348141 IN THE AMOUNT OF \$250,000: COVERAGE PROVIDED BY (E) ABOVE NATIONWIDE MUTUAL INSURANCE COMPANY. THIS IS A CONTINOUS BOND UNTIL CANCELLED - CURRENT BOND DATES ARE 9/10/18 - 9/10/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIRD AMENDMENT TO AGREEMENT

Master Contract #	900090	Procurement Contract #	20255
Procurement Begin Date	07/01/2020	Expire Date	06/30/2021

This Third Amendment is made by the *County of Alameda* (“County”) and **Horizon Services, Inc.** (“Contractor”) to amend the Master Agreement, Procurement Contract No. **20255**, which superseded the interim exhibits signed by the parties on **July 16, 2020** and then amended by that First Amendment to Agreement signed by the parties on **September 24, 2020** and then amended by the Second Amendment to Agreement signed by the parties on **January 6, 2021** (referred to herein as the “Agreement”):

I. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as specified herein:

A. Program Description and Performance Requirements, Exhibit A(a) are amended as follows and effective July 1, 2020:

Section III. C., Minimum Staffing Qualifications, minimum direct service positions shall be extended from six months (July 1, 2020 - December 31, 2020) to 12 months (July 1, 2020 - June 30, 2021).

Section IV. A., Process Objectives duration of services shall be maintained at the annualized level of service as specified below.

Contractor shall provide the following services / deliverables that shall be separate and distinct from any other services/deliverables which may be purchased through other sources of funding:

Goal 1: By 2020, reduce 30-day alcohol use rate and binge drinking by five percent (from 2013 baseline) for both traditional and non-traditional¹ students.

Objective 1.1: By 2018, increase by five percent (from 2013 baseline) the perception rate of students reporting that consuming five or more drinks once or twice a week is harmful, as measured by California Healthy Kids Survey (CHKS) school site data.

Objective 1.5: By the end of each school year, 60 percent of the parents who participate in AOD prevention workshops and classes will be able to list three ways to positively interact with family members, as measured by provider-administered pre / post tests and reported on in the provider annual report.

Objective 1.6: By the end of each school year, 60 percent of participating youth will report an increase in coping skills, as measured by provider-administered pre / post tests and reported on in the provider annual report.

¹ For the purposes of this contract, non-traditional schools include alternative and continuation schools. All other schools are considered traditional schools.

<p>Goal 3: By 2020, reduce 30-day marijuana use rate by five percent (from 2013 baseline) for both traditional and non-traditional students.</p> <p>Objective 3.1: By 2018, increase by five percent (from 2013 baseline) the perception rate of students reporting that smoking marijuana once or twice a week is harmful, as measured by CHKS school site data.</p> <p>Objective 3.3: By the end of each school year, 50 percent of youth who participate in AOD prevention services will be able to list three ways in which marijuana use negatively impacts individuals, families, and communities.</p>				
Activities for Goals 1 and 3	CSAP Strategy	IOM Category	Duration of Service ²	Indirect Hours ³
Contractor shall implement Project SUCCESS, a 12-week curriculum provided four times per year per school site (32 sessions per year) serving a total of 896 students.				
Contractor shall deliver 1,536 individual sessions over 48 weeks to youth at eight school sites (Project SUCCESS).	Education	Universal	576	0
Contractor shall deliver 1,920 group counseling sessions in small group settings over 48 weeks to youth at eight school sites (Project SUCCESS).	Education	Universal	1,920	384
Contractor shall deliver a minimum of 32 Parent Empowerment Program group sessions that will serve a total of 256 family members (Project SUCCESS).	Education	Universal	32	16
Contractor shall participate in 56 school and / or community drug-free events that shall serve 500 unduplicated clients.	Alternative	Universal	104	28
Contractor shall attend 24 health fairs, social community events, and health promotion events and shall disseminate 1,500 brochures, fact sheets, and fact cards.	Information Dissemination	Universal	24	12
Contractor shall screen 480 youth over 48 weeks at eight school sites for appropriate referral into Project Eden's Primary Prevention Program.	Problem Identification and Referral	Universal	480	0

² Duration of Service: The actual time (in hours) that a service or activity is being implemented.

³ Indirect Hours: The time spent preparing for the service or activity that can include; copying, printing, sorting and/ or folding documents, setup, and cleanup.

Goal 4: By 2020, expand collaboration with the Alameda County Public Health Department, school districts, and other community organizations to develop a joint strategy to create population level changes of AOD and related problems.				
Objective 4.1: By 2018, engage the Public Health Department to collaborate with Behavioral Health and contracted providers on a prevention project to reduce AOD use or an AOD-related issue.				
Activities for Goal 4	CSAP Strategy	IOM Category	Duration of Service	Indirect Hours
Contractor shall engage in a minimum of 40 hours of ACBH-related meetings and trainings and participate in technical assistance to develop and to increase prevention competencies, and to build capacity organizationally.	Community Based Process	Universal	40	13
Total Across Goals			3,176	453

AND

- B. Terms and Conditions of Payment, Exhibit B, are amended as follows and effective July 1, 2020:
- The Contract Maximum is increased from \$9,645,441 to \$9,779,477.
 - The Funded Program Budget, Exhibit B-1, is amended and replaced by the attached Funded Program Budget, Exhibit B-1.
 - The Rate Sheet, Exhibit B-3, is amended and replaced by the attached Rate Sheet, Exhibit B-3, dated 12/11/2020.

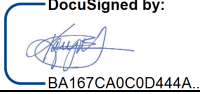
AND

- C. The Exhibit C is replaced by the attached Exhibit C.
- II. Except as otherwise stated herein, the terms and provisions of this Third Amendment will be considered to be effective as of the date this Third Amendment is executed by the County.
- III. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IV. IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date referenced below.

COUNTY OF ALAMEDA

CONTRACTOR

By:  BA167CA0C0D444A...

Karyn L. Tribble, PsyD, LCSW
 Director
 Behavioral Health Care Services

1/11/2021

Date

Horizon Services, Inc.


Contractor

P.O. Box 4217

Street Address

Hayward, CA 94540

City, State, Zip Code

By:  A9764F9448D340C...

Authorized Signature of Contractor

Christy Hayes

Print/Type Name

Executive Director

Title

1/11/2021

Date

By signing above, signatory warrants and represents that he/she executed this Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared: 8/6/2020

Modality>>>	Program 1	Program 2	Program 3	Program 4	Program 5
RU(s)>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
PERSONNEL EXPENSES:	412,242	585,723	197,790	14,995	63,926
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	302	504	100	10	15
Maintenance - Equipment	950	2,404	500	100	257
Medical, Dental, Pharm. Supplies	1,600	2,500			
Membership Dues	750	696	450	20	70
Rent and Lease Equipment	4,487	5,723	2,723	863	1,010
Clothing and Personal Supplies					
Food	3,000	3,000	1,250	1,485	650
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	6,214	6,294	1,620	1,992	1,313
Operating Expenses:					
Communications	8,038	10,788	4,270	250	1,921
Depreciation - Structures and Improvements	1,711		1,000	50	279
Household Expenses					
Insurance	2,217	2,828	2,014	106	617
Interest Expense	619	250	50	3	5
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	3,950	6,267	1,000	100	341
Miscellaneous*	-	-	-	-	-
Office Expense	18,828	19,400	8,941	1,907	2,253
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	71,876	71,610	26,251	6,973	14,068
Taxes and Licenses	1,000	2,002	310		58
Drug Screening and Other Testing	4,500	2,000			
Utilities	58	50	500		250
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	8,500	7,500	1,080	-	698
Transportation:					
Local Transportation	8,000	15,287	5,000	2,451	3,099
Travel*	1,362	1,362	-	-	-
Gas, Oil & Maintenance - Vehicles					
Rents & Leases - Vehicles					
Depreciation - Vehicles					
Other Costs:					

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No:

510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared:

8/6/2020

	Program 1	Program 2	Program 3	Program 4	Program 5
Modality>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
RU(s)>>>	A002K0 A002U0 A002L0 A002V0	0178KF 0178UF 0178LF 0178VF 0178KJ 0178LL	NA	NA	NA
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
Administrative Indirect Costs*	84,030	111,928	38,223	4,695	13,623
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	15.00%
Total - Operating Expenses:	231,992	272,393	95,282	21,005	40,527
GROSS COST:	644,234	858,116	293,072	36,000	104,453
	560,204	746,188	254,849	31,305	90,830
REVENUE:					
Insurance & Medicare					
Contracts & Grants			25,000	6,000	20,000
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	25,000	6,000	20,000
NET COST:	644,234	858,116	268,072	30,000	84,453

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Lusine Ghevondyan

Date Prepared: 8/6/2020

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	Adult	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	1,813	1,500	4,200	3,513	
Maintenance - Equipment	1,446	600	2,500	3,253	
Medical, Dental, Pharm. Supplies	13,500	2,800	3,000	9,294	
Membership Dues	932	1,284	6,000	1,533	
Rent and Lease Equipment	8,019	9,204	13,656	9,480	
Clothing and Personal Supplies					
Food	49,180	31,000	30,000	41,822	
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	7,033	7,641	8,338	9,673	-
Operating Expenses:					
Communications	15,530	16,326	29,400	23,131	
Depreciation - Structures and Improvements					
Household Expenses	20,733	19,750	16,000	18,123	
Insurance	13,342	15,825	12,250	13,387	
Interest Expense		2,002	1,250	2,649	
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	145	150	10,000	9,294	
Miscellaneous*	-	-	600	-	-
Office Expense	15,434	12,345	19,240	22,020	
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	964	1,000	500	54,090	
Taxes and Licenses	5,497	1,000	12,000	7,435	
Drug Screening and Other Testing	964	250	1,000	2,323	
Utilities	3,375		39,292	51,116	
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	61,518	16,985	33,300	36,990	-
Transportation:					
Local Transportation	17,103	13,000	7,500	6,506	
Travel*	1,302	1,350	2,700	2,509	-
Gas, Oil & Maintenance - Vehicles	2,507	985	2,000	1,859	
Rents & Leases - Vehicles					
Depreciation - Vehicles		6,780		4,955	
Other Costs:					
Administrative Indirect Costs*	272,767	272,757	208,183	276,022	-
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	#DIV/0!

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name: Horizon Services, Inc. Telephone No: 510-727-8839
 Lusine Ghevondyan Date Prepared: 8/6/2020

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	Adult	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
Total - Operating Expenses:	513,104	434,534	462,909	610,977	-
GROSS COST:	2,091,215	2,091,139	1,596,071	2,116,177	-
	1,818,448	1,818,382	1,387,888	1,840,155	-
REVENUE:					
Insurance & Medicare					
Contracts & Grants					
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	-	-	-
NET COST:	2,091,215	2,091,139	1,596,071	2,116,177	-

Contractor Name:

Horizon Services, Inc.

Program 1 OS/IOS/RecSup Project Eden Pleasanton					Program 2 OS/IOS/RecSup Project Eden Hayward					Program 3 Primary Prevention Project Eden					Program 4 Primary Prevention Friday Night Live					Program 5 Transition to Treatment Project Eden																											
Position Title	Staff Name	Treatment Credential	Annualized Salary	TOTAL % FTE	Status	No. of Months	% FTE**	Salary	Status	No. of Months	% FTE**	Salary	Status	No. of Months	% FTE**	Salary	Status	No. of Months	FTE**	Salary	Status	No. of Months	% FTE**	Salary																							
Program Director	Gollins, Rochelle	Other	112,775	0.98	Super-visor	12	0.28	32,102	Super-visor	12	0.40	45,171	Super-visor	12	0.21	23,994	Super-visor	12	0.02	1,800	Super-visor	12	0.07	7,674																							
Clinical Service Director	Lelison, Sage	LPHA	120,016	0.15	Super-visor	12	0.05	5,735	Super-visor	12	0.07	8,033	Super-visor	12	0.02	2,770	Super-visor	12	0.00	322	Super-visor	12	0.01	1,371																							
IS Director	Paterson, Chris	Other	110,198	0.13	Super-visor	12	0.04	4,374	Super-visor	12	0.06	6,127	Super-visor	12	0.02	2,700	Super-visor	12	0.00	245	Super-visor	12	0.01	1,046																							
Lead Counselor	TBD	LPHA	74,880	1.00	Direct Client Svcs	12	0.50	37,440	Direct Client Svcs	12	0.50	37,440			-				-					-																							
Office Manager	Gav, Valerie	Other	58,250	1.00	Admin	12	0.50	29,120	Admin	12	0.50	29,120			-				-					-																							
Counselor	Espinosa, Diana	SUD Counselor	54,080	1.00	Direct Client Svcs	12	1.00	54,080	Direct Client Svcs	12	1.00	54,080			-				-					-																							
Counselor	Ganem, Ashley	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	Quinones, Ramon	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	Camacho, Korina	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	Quinones, Ramon	SUD Counselor	54,080	1.00											-				-					-																							
Prevention Counselor	Maria, Parrazo	SUD Counselor	49,920	1.00											-				-					-																							
Prevention Specialist	Brown, Zinaya	SUD Counselor	49,920	1.00											-				-					-																							
Prevention Specialist	Lopez, Robert	SUD Counselor	48,204	1.00											-				-					-																							
Prevention Specialist	TBD	SUD Counselor	38,380	0.58											-				-					-																							
Counselor	TBD	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	TBD	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	TBD	SUD Counselor	54,080	1.00											-				-					-																							
Counselor	TBD	SUD Counselor	54,080	1.00	Direct Client Svcs	12	1.00	54,080	Direct Client Svcs	12	1.00	54,080			-				-					-																							
Counselor	TBD	SUD Counselor	54,080	0.85	Direct Client Svcs	12	0.85	45,968	Direct Client Svcs	12	1.00	54,080			-				-					-																							
TOTAL FTE / SALARIES				16.69	5.22				316,979	7.52				450,371	2.84				151,544	0.21				11,526	0.90				49,136																		
0.50				0.37	4.35 < FTE Split				0.50				0.52	6.50 < FTE Split				-				0.26	2.58 < FTE Split				-				0.02	0.19 < FTE Split				-				0.09	0.81 < FTE Split						
9.57%				7.13%	83.30% < FTE/Total FTE				6.65%				6.95%	86.40% < FTE/Total FTE				0.00%				9.17%	90.93% < FTE/Total FTE				0.00%				9.90%	90.10% < FTE/Total FTE				0.00%				9.90%	90.10% < FTE/Total FTE						
29,120				42,211	245,648 < Salaries Split				29,120				42,211	361,920 < Salaries Split				-				29,464	122,080 < Salaries Split				-				2,367	9,159 < Salaries Split				-				10,091	39,045 < Salaries Split						
Admin				Super-visor	Direct Client Svcs				Admin				Super-visor	Direct Client Svcs				Admin				Super-visor	Direct Client Svcs				Admin				Super-visor	Direct Client Svcs				Admin				Super-visor	Direct Client Svcs						
Total LPHA FTE:				0.55				Total LPHA FTE:				0.57				Total LPHA FTE:				0.02				Total LPHA FTE:				0.00				Total LPHA FTE:				0.01				Total LPHA FTE:				0.81			
Total SUD Counselor FTE:				3.85				Total SUD Counselor FTE:				6.00				Total SUD Counselor FTE:				2.58				Total SUD Counselor FTE:				0.19				Total SUD Counselor FTE:				0.81											
EMPLOYEE FRINGE BENEFITS																																															
Social Security				25.45%				24,249				25.45%				34,453				25.41%				11,752				25.41%				882				25.42%				3,759							
Unemployment Insurance				4.99%				4,755				4.99%				6,756				4.98%				2,304				4.97%				173				4.98%				737							
Health Insurance				57.30%				54,585				57.30%				77,556				56.36%				26,965				56.36%				1,955				56.36%				8,336							
Workmen's Comp				1.78%				1,697				1.78%				2,411				1.95%				902				1.95%				68				1.95%				285							
Other (Specify)				10.47%				9,977				10.47%				14,176				11.29%				5,222				11.30%				392				11.29%				1,670							
Total Employee Fringe Benefits				30.05%				95,283				30.05%				135,352				30.52%				46,246				30.10%				3,469				30.10%				14,790							
Admin S + EB				9.19%				37,872				6.47%				37,872				0.00%				-				0.00%				-				0.00%				-							
Total Personnel Expenses				412,242				585,723				585,723				197,790				14,995				63,926																							
Total Program Admin Costs:				121,902				149,799				149,799				38,223				4,695				13,623																							
Total Program Admin - Percent of Net Cost:				18.92%				17.46%				17.46%				14.26%				15.65%				16.13%																							

EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT

FY 20-21

Provider Name:

Horizon Services, Inc.

Program	DMC #	Service	Maximum Funding	Reimbursement Method	Deliverables	Units of Service	Rate
Project Eden Pleasanton (Adult)	01FT						
Outpatient Services		Case Management	\$644,234	Provisional Rate	Minute	2,692	\$3.41
		Physician Consultation		Provisional Rate	Minute	974	\$7.93
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	90,958	\$2.93
		Recovery Services		Provisional Rate	Minute	1,102	\$2.56
Intensive Outpatient		Case Management		Provisional Rate	Minute	3,635	\$3.41
		Physician Consultation		Provisional Rate	Minute	609	\$7.93
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	107,987	\$2.93
		Recovery Services		Provisional Rate	Minute	9,918	\$2.56
Project Eden - Hayward (Adolescent)	0178						
Outpatient Services		Case Management	\$858,116	Provisional Rate	Minute	2,114	\$3.41
		Physician Consultation		Provisional Rate	Minute	1,219	\$9.15
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	103,804	\$3.95
		Recovery Services		Provisional Rate	Minute	8,509	\$3.35
Intensive Outpatient		Case Management		Provisional Rate	Minute	6,341	\$3.41
		Physician Consultation		Provisional Rate	Minute	406	\$9.15
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	90,759	\$3.87
		Recovery Services		Provisional Rate	Minute	7,547	\$3.35
Outreach & Engagement***				Actual Cost			
Primary Prevention (Project Eden) **		Service/Activity Duration Hours	\$268,072	Actual Cost	Hours	2,675	NA
		Direct Staff Hours		Actual Cost	Hours	3,176	NA
		Indirect Staff Hours		Actual Cost	Hours	453	NA
Primary Prevention Friday Night Live (FNL)		Service/Activity Duration Hours	\$30,000	Actual Cost	Hours	268	NA
		Direct Staff Hours		Actual Cost	Hours	268	NA
		Indirect Staff Hours		Actual Cost	Hours	57	NA
Transition to Treatment		Service/Activity Duration Hours	\$84,453	Actual Cost	Hours	1,200	NA
		Direct Staff Hours		Actual Cost	Hours	1,330	NA
Cherry Hill	01IL						
Residential Detoxification		ASAM 3.2	\$2,091,215	Provisional Rate	Bed Days		\$254.86
		Admin Day/Respite			Bed Days		\$201.56
		Case Management/NMN Assessment*			Minutes		\$2.50
		Physician Consultation			Minutes		\$6.71
Sobering Station		Detoxification Services	\$2,091,139	Provisional Rate	Bed Days	6,824	\$325.66

EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT

FY 20-21

Provider Name:

Horizon Services, Inc.

Program	DMC #	Service	Maximum Funding	Reimbursement Method	Deliverables	Units of Service	Rate
Chrysalis	01HQ						
Residential		ASAM 3.1	\$1,817,037	Provisional Rate	Bed Days		\$190.50
		ASAM 3.3		Provisional Rate	Bed Days		\$366.01
		ASAM 3.5		Provisional Rate	Bed Days		\$250.23
		Case Management/NMN Assesment*		Provisional Rate	Minutes		\$4.54
		Physician Consultation		Provisional Rate	Minutes		\$12.20
Cronin	01DX						
Residential		ASAM 3.1	\$1,895,211	Provisional Rate	Bed Days		\$191.70
		ASAM 3.3		Provisional Rate	Bed Days		\$368.33
		ASAM 3.5		Provisional Rate	Bed Days		\$251.81
		Case Management/NMN Assesment*		Provisional Rate	Minutes		\$4.54
		Physician Consultation		Provisional Rate	Minutes		\$12.20
		Maximum Allocation	\$9,779,477				

*No Medical Necessity (NMN). Assessments completed prior to an NMN determination will be reimbursed at the rate above.

***Outreach & Engagement cap amount equals \$179,447

12/11/2020

Federal Funding:

SABG CFDA# 93.959	\$1,388,334
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EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (925) 930-9464 Fax: (925) 930-9949 STOUT INSURANCE BROKERS, INC. P.O. BOX 400 ROSEVILLE CA 95661	CONTACT NAME: Stout Insurance Brokers, Inc. PHONE (A/C, No, Ext): (925) 930-9464 FAX (A/C, No): (925) 930-9949 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
Agency Lic#: 0D85886	INSURER A : Nonprofits Insurance Alliance of California INSURER B : Cypress Insurance Company INSURER C : Western Surety Company INSURER D : Houston Casualty Company INSURER E : Nationwide Mutual Insurance Company INSURER F :

COVERAGES CERTIFICATE NUMBER: 57727 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2020-00621	10/01/20	10/01/21	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2020-00621	10/01/20	10/01/21	MED. EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liability \$1M Occ / \$3M Agg			2020-00621	10/01/20	10/01/21	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> D&O Liability \$1M Ea. Act / \$2M Ann Agg						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EMPLOYEE BENEFITS LI \$ 1,000,000
A	AUTOMOBILE LIABILITY			2020-00621	10/01/20	10/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2020-00621-UMB	10/01/20	10/01/21	EACH OCCURRENCE \$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Please see D&O note			AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$3M Occ/Agg over D&O \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HOWC116769	10/01/20	10/01/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	PROPERTY Blanket Bldg/Bus Pers Property (BPP)			2020-00621-PROP	10/01/20	10/01/21	\$8,176,506 BPP \$2,376,900/ \$500K ED
C	Bond - Employee Dishonesty Bond			72101040	11/27/19	11/27/20	\$100K Continuous until cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALAMEDA
 HEALTH CARE SERVICES AGENCY
 1000 SAN LEANDRO BLVD., STE 300
 SAN LEANDRO, CA 94577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen T. Stout

Attention: JENNIFER CHAN

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 57727

DATE
OCT 9 2020

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

COUNTY OF ALAMEDA, IT'S BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS PER THE ATTACHED ENDORSEMENT.

GENERAL LIABILITY SHALL BE PRIMARY AND NON-CONTRIBUTORY AS PER THE ATTACHED ENDORSEMENT.

ADDITIONAL COVERAGE THAT WILL NOT FIT INTO ABOVE SPACES:

CYBER LIABILITY: COVERAGE PROVIDE BY INSURER (D) ABOVE - Houston Casualty company COVERAGE EFFECTIVE 10/1/20 - 10/1/21 - LIMITS: \$2M EACH CLAIM / \$2M AGGREGATE

ERISA BOND # 7900348141 IN THE AMOUNT OF \$250,000: COVERAGE PROVIDED BY (E) ABOVE NATIONWIDE MUTUAL INSURANCE COMPANY. THIS IS A CONTINOUS BOND UNTIL CANCELLED - CURRENT BOND DATES ARE 9/10/18 - 9/10/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (925) 930-9464 Fax: (925) 930-9949 STOUT INSURANCE BROKERS, INC. P.O. BOX 400 ROSEVILLE CA 95661	CONTACT NAME: Stout Insurance Brokers, Inc. PHONE (A/C, No, Ext): (925) 930-9464 FAX (A/C, No): (925) 930-9949 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
Agency Lic#: 0D85886	INSURER A : Nonprofits Insurance Alliance of California INSURER B : Cypress Insurance Company INSURER C : Western Surety Company INSURER D : Houston Casualty Company INSURER E : Nationwide Mutual Insurance Company INSURER F :

COVERAGES

CERTIFICATE NUMBER: 57989

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2020-00621	10/01/20	10/01/21	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2020-00621	10/01/20	10/01/21	MED. EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> Professional Liability \$1M Occ / \$3M Agg			2020-00621	10/01/20	10/01/21	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> D&O Liability \$1M Ea. Act / \$2M Ann Agg						GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EMPLOYEE BENEFITS LI	\$ 1,000,000
A	AUTOMOBILE LIABILITY			2020-00621	10/01/20	10/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2020-00621-UMB	10/01/20	10/01/21	EACH OCCURRENCE	\$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Please see D&O note			AGGREGATE	\$ 7,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$3M Occ/Agg over D&O	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HOWC116769	10/01/20	10/01/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A	Blanket Bldg & Bus Pers Property / Empl Dishonesty			2020-00621-PROP	10/01/20	10/01/21	\$8,176,506 BLDG	\$2,376,900/ \$500K ED
C	Bond - Employee Dishonesty Bond			72101040	11/27/20	11/27/21	\$100K	Continuous until cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION**CERTIFICATE HOLDER****CANCELLATION**

ALAMEDA COUNTY HEALTH CARE BEHAVIOR HEALTH/ ALCOHOL & DRUGS
1900 EMBARCADERO COVE, SUITE #205
OAKLAND, CA 94606
 Attention: **INSURANCE COORDINATOR**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen T. Stout

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 57989

DATE
NOV 30 2020

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS PER THE ATTACHED ENDORSEMENT.

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS LOSS PAYEE WITH RESPECT TO EMPLOYEE DISHONESTY AND CRIME COVERAGE (AS INTEREST MAY ARISE) AS PER THE ATTACHED ENDORSEMENT

REGARDING: CHRYSALIS 3837,3839, 3841,3843, 3845, 3847 TELEGRAPH AVENUE, OAKLAND CA 94609

CRONIN 2595 DEPOT ROAD, HAYWARD CA 94541

CHERRY HILL DETOX 2035 FAIRMONT DRIVE, SAN LEANDRO CA 94578

PROJECT EDEN 1866 B. STREET, SUITE 101, HAYWARD CA 94541

PROJECT EDEN 22320 FOOTHILL BLVD, SUITE 245, HAYWARD, CA 94541

PROJECT EDEN 1020 SERPENTINE LANE, SUITES 100, 102, PLEASANTON, CA 94566

ADDITIONAL COVERAGE THAT WILL NOT FIT INTO ABOVE SPACES:

CYBER LIABILITY: COVERAGE PROVIDE BY INSURER (D) ABOVE - Houston Casualty company COVERAGE EFFECTIVE 10/1/20 - 10/1/21 - LIMITS: \$2M EACH CLAIM / \$2M AGGREGATE

ERISA BOND # 7900348141 IN THE AMOUNT OF \$250,000: COVERAGE PROVIDED BY (E) ABOVE NATIONWIDE MUTUAL INSURANCE COMPANY. THIS IS A CONTINOUS BOND UNTIL CANCELLED - CURRENT BOND DATES ARE 9/10/18 - 9/10/2021



COMMUNITY-BASED ORGANIZATION MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2020**, is a part of the Community Based Organization Master Contract No. **900090** made and entered into by and between the County of Alameda ("County"), and **Horizon Services, Incorporated**, hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit B** – Terms and Conditions of Payment;
3. **Exhibit C** – Minimum Insurance Requirements;
4. **Exhibit D** – Audit Requirements;
5. **Exhibit E** – HIPAA Business Associate Agreement; and
6. **Exhibit F** – Debarment and Suspension Certification.
7. **Exhibit O** – The Iran Contracting Act (ICA) of 2010


The Exhibits A & B of this Amendment entered into between **Behavioral Health Care Services (ACBH) of County of Alameda** and Contractor replace and supersede any and all previous Exhibits A & B entered by both parties for this Procurement Contract. Except as herein amended, the Procurement Contract is continued in full force and effect.

The Term of this Amendment shall be from **July 1, 2020** through **June 30, 2021**. The compensation payable to Contractor hereunder shall not exceed **\$9,779,477** for the term of this Agreement.

Dept. Contact: Contracts Administration Phone: (510) 567-8296 Email: Contracts@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.


COUNTY OF ALAMEDA

By  Date 3/19/2021
Signature BA167CA0C0D444A...

Name Karyn L. Tribble, PsyD, LCSW

Title Director, ACBH

NAME OF CONTRACTOR

By  Date 3/19/2021
Signature A9764F9448D340C...

Name Christy Hayes

Title Executive Director

By _____ Date _____
Signature

Name _____

Title _____

EXHIBIT A
TABLE OF CONTENTS



CONTRACT PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Inc.
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Contractor shall comply with the terms and conditions of the Applicable Exhibit A Documents, attached to and made a part of this Exhibit A.

- Exhibit A-1 Standard Requirements
- Exhibit A-2 Lobbying Restrictions and Disclosure Certification
Attachment 1: Certification Regarding Lobbying
- Exhibit A-3 Qualified Service Organization Agreement (QSOA)
- Exhibit A(a) Scope of Work (SOW): Substance Use Disorder (SUD) Primary Prevention – Adolescent
- Exhibit A(b) Scope of Work (SOW): SUD Friday Night Live (FNL) – Adolescent
- Exhibit A(c) Scope of Work (SOW): SUD Bridge to Treatment (BTT) – Adolescent
- Exhibit A(d) Scope of Work (SOW): SUD Outpatient Services – Adolescent
Exhibit A - Program Requirements (A-P): SUD Outpatient Services
- Exhibit A(e) Scope of Work (SOW): SUD Detoxification Services – Adult
- Exhibit A(f) Scope of Work (SOW): SUD Outpatient Services – Adult
- Exhibit A(g) Scope of Work (SOW): SUD Residential Treatment – Adult
Exhibit A - Program Requirements (A-P): SUD Residential Treatment

EXHIBIT A-1 STANDARD REQUIREMENTS

I. Scope of Service Requirements

Contractor shall provide, operate, and administer one or more of the following types of Substance Use Disorder (SUD) programs: treatment, prevention, and/or other ancillary services.

Contractor shall comply with all administrative regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing mandatory departmental policies and procedures as contained in, but not limited to:

- Alameda County Behavioral Health Care Services (ACBH) Quality Assurance (QA) Manual (hereafter ACBH QA Manual);¹
- ACBH Policy and Procedures Manual;² and
- Applicable State-County Plans and Grant Agreements.³

Contractor shall comply with any additional requirements noted in this Exhibit A-1 or any pertinent regulations if receiving County, State, Federal (including Medi-Cal) funding of any kind.

Contractors not in compliance with contract provisions, or State or Federal law and/or regulation shall be immediately responsible for remedy. ACBH may, at its discretion, issue a Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBH up to and including program termination, as specified in the ACBH QA Manual's ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers.

II. Service Delivery Site Requirements

A. Site Inspection/Site Visits

ACBH, the Department of Health Care Services (DHCS), or any other applicable regulatory body has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed pursuant to this Agreement including premises in which it is being performed. If an inspection or evaluation is made of the premises of Contractor, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay work for either Contractor or ACBH. Contractor shall notify ACBH of any

¹ http://www.acbhcs.org/providers/QA/qa_manual.htm

² <http://www.acbhcs.org/providers/PP/Policies.htm>

³ <http://www.acbhcs.org/providers/network/cbos.htm>

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

B. Site Licenses, Permits, Certifications

Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines, and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.⁴ For services delivered at school districts, Contractor shall follow ACBH QA policies for school-based sites.

At least 30 days prior to the move of any program location or change of contracted hours of operation, Contractor shall complete a Program Change Request Form⁵ and submit it to their ACBH Program Contract Manager.

C. Additional Requirements for Medi-Cal Programs

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBH QA Manual.

Contractors providing SUD treatment under Drug Medi-Cal shall also have and maintain:

- Drug Medi-Cal certification and American Society of Addiction Medicine (ASAM) designation for each type of contracted service being delivered; and
- Any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

Contractors providing Medi-Cal services shall have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients.

III. Service Provision Requirements

A. Informing Materials

Contractor shall comply with procedures and adherence guidelines pertaining to the distribution of the ACBH Consumer Informing Materials pertaining to Consumer Rights, and the posting of the ACBH grievance and appeal poster in each of the Alameda County threshold languages. Contractor shall ensure that ACBH grievance and appeals materials are accessible to consumers without having to make a request (such as by placing hard copies in the reception area of service location).

⁴ The term 'client' shall be synonymous with the term 'consumer,' 'partner,' 'beneficiary,' or 'patient' for the purposes of this Agreement.

⁵ <http://www.acbhcs.org/providers/network/cbos.htm>

B. SUD Standards of Practice

Contractor shall comply with applicable Standards of Practice for SUD Programs in areas including, but not limited to:

- Intergovernmental Agreement between DHCS and Alameda County;⁶
- Special Terms and Conditions for Drug Medi-Cal Services;⁷
- ACBH Drug Medi-Cal Organized Delivery System (DMC-ODS) Practice Guidelines and Clinical Process Standards (hereafter ACBH DMC-ODS Guidelines);⁸
- ACBH Guide to Drug Medi-Cal Services;⁹
- DHCS DMC-ODS Forms and Technical Assistance Documents;¹⁰
- American Society of Addiction Medicine (ASAM) Criteria for Addiction, Substance-Related and Co-Occurring Conditions;
- Minimum Quality Drug Treatment Standards for DMC;¹¹
- DHCS Perinatal Practice Guidelines;¹²
- State of California Youth Treatment Guidelines;¹³
- CCR Title 9, Division 4, Chapter 4: Narcotic Treatment Programs;
- Title 22: Drug Medi-Cal; and
- Substance Abuse Block Grant (SABG).

Contractor's providing SUD treatment services shall enhance their business and clinical practices, documentation standards, and staff training to strengthen compliance with DMC-ODS requirements and maximize DMC billing.

C. Additional Requirements for Medi-Cal Programs

Medi-Cal programs shall comply with the additional service provision requirements noted below.

1. Quality Assurance (QA) Plan

Contractors providing Medi-Cal services shall have and maintain a Quality Assurance (QA) Plan that meets the requirements of the ACBH QA Department. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics from the ACBH QA Manual.

2. Authorizations

Contractors providing Medi-Cal services shall comply with ACBH and DHCS requirements for authorization and reauthorization of services.

⁶ https://www.dhcs.ca.gov/provgovpart/Documents/DMC-ODS_Waiver/DMC-ODS_Executed_Contracts/Alameda_County_ODS_Contract.pdf

⁷ <https://www.dhcs.ca.gov/provgovpart/Pages/Special-Terms-and-Conditions.aspx>

⁸ <http://www.acbhcs.org/substance-use-treatment/>

⁹ http://www.acbhcs.org/SUD/docs/BHCS_DMC_ODS_Member_Handbook.pdf

¹⁰ http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx

¹¹ https://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SUD%20PPFD%20Contracts/Document_2Fa_Minimum_Quality_Drug_Treatment_Standards_for_DMC.pdf

¹² https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

¹³ https://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

3. Enrollment and Other Health Coverage (Third Party Liability)

Contractors providing Medi-Cal services shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and at least monthly thereafter. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist, or coverage has lapsed. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to Federal, State and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. For Medi-Cal eligible clients not currently enrolled in Medi-Cal, Contractor shall make best efforts to enroll the client in Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This aid shall include but is not limited to assisting clients whose Medi-Cal benefits need to be transferred to Alameda County when the client has established his/her primary residence in Alameda County.

4. Notice of Adverse Benefit Determination (NOABD)

Contractors providing Medi-Cal services shall provide beneficiaries with a NOABD under the following circumstances: 1) the denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by ACBH; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. Contractor shall utilize the ACBH NOABD templates in threshold languages and adhere to the ACBH policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries in areas including, but not limited to, reporting.

5. Beneficiary Handbook

Contractors providing Medi-Cal services shall be responsible for distributing the ACBH Guide to Drug Medi-Cal Services upon initial intake to enable clients to understand how to effectively use the behavioral health services to which they are entitled under Medi-Cal.

6. Clinical Documentation

Contractors providing Medi-Cal services shall provide clinical documentation that complies with regulatory requirements and with ACBH Clinical Documentation Standards as specified in the ACBH QA Manual and the ACBH DMC-ODS Practice Guidelines and Clinical Process Standards, available online at: <http://www.acbhcs.org/substance-use-treatment/>.

7. Discharge Planning/Continuity of Services

Contractor shall begin discharge planning at intake. Contractor shall facilitate discharge and exit planning, care coordination, and continuity of care in accordance with the ACBH QA Manual, and the ACBH DMC-ODS Practice Guidelines and Clinical Process Standards.

Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff should die or become unable to continue providing services, or in the event that a program closes.

8. Interim Services

In the event that an individual is placed on a pending services list for Contractor's program, Contractor shall ensure that interim services are provided during the period of time that the individual is on the pending services list for SUD treatment.

- At a minimum, Contractor's interim services shall include:
 1. Counseling and education about HIV and tuberculosis (TB);
 2. Information about the risks of needle-sharing;
 3. Information about the risks of transmission to sexual partners and infants;
 4. Information about steps that can be taken to ensure that HIV and TB transmission does not occur; and
 5. Referral for HIV or TB treatment services as necessary.
- For pregnant women, Contractor's interim service shall also include:
 1. Counseling on the effects of alcohol and drug use of the fetus; and
 2. Referral for prenatal care.

Contractor shall provide interim services, including regular weekly check-ins with the client while they are on the pending services list, until the client is placed into appropriate SUD treatment services or until client declines interim services. If a client declines interim services, Contractor shall indicate client's declination in Clinician's Gateway. Contractor will abide by ACBH's *Interim Services Management for SUD Treatment Programs* Policy, available online at <http://www.acbhcs.org/providers/QA/aod.htm>, regarding the procedure for tracking individuals placed in Interim Services.

Contractor shall maintain and continue interim services for a client until the client is removed from pending services list.

9. SABG Requirements

SABG funds may not be expended upon Drug Medi-Cal reimbursable services to individuals who have or are eligible for Drug Medi-Cal.

Individuals presenting at a program site must be provided treatment within 14 days after an individual's request for treatment. If that requirement cannot be met, interim services must be provided within 48 hours.

All intravenous drug users (IVDU) must be admitted to treatment within 120 days of seeking services.

Treatment preference under SABG is as follows: 1) pregnant injecting drug users, 2) pregnant substance abusers, 3) injecting drug users, 4) those with criminal justice involvement, 4) all others.

Contractor shall maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.

Programs providing IVDU treatment or services to pregnant women are required to conduct outreach activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

IV. Staffing Requirements

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services and shall maintain any further requirements as specified for each program in the Exhibit A–Program Requirements and/or the Exhibit A–Scope of Work. Contractor shall notify the ACBH Program Contract Manager within five business days of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the contract period.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBH on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed change in the organization’s ownership, name and/or Federal Tax Identification pursuant to 42 CFR 455.104. Any person with a five percent or greater ownership interest shall also be subject to requirements set forth in 42 CFR 455.416.

C. Notice of Changes in Key Personnel

Contractor shall inform ACBH in writing as soon as known of any staffing changes in the following positions or the equivalent positions within Contractor’s organizational structure: Chief Executive Officer (CEO)/Executive Director, Chief Financial Officer (CFO)/Accountant, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s). Contractor shall notify ACBH by submitting to the ACBH Program Contract Manager a Provider/Program Change Notification Form.¹⁴

Contractors receiving Federal funding shall notify ACBH of changes in employees, volunteers, Board Members, and agents of Contractor, non-clinical and clinical, providing and/or supporting Federally-funded services and/or goods under this Agreement. This notification shall be made through the ACBH Staff Number Request

¹⁴ <http://www.acbhcs.org/providers/network/cbos.htm>

E-Form, which can be accessed at <http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms>.

D. Experience, Expertise and Training

Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team shall include at minimum, a CEO or Executive/Program Director and, for contracts over \$1,000,000, a Compliance Officer and a CFO or Finance Director/Accountant with at least five years of education, training, and/or experience in finance or business administration.

Contractor shall maintain staffing with professional experience and expertise in providing evidence-based, culturally, and linguistically appropriate services, particularly for any designated priority populations that Contractor has agreed to serve. Contractor shall ensure training of all applicable employees, volunteers, board members, owners, and/or agents who are providing and/or supporting services under this Agreement on Administrative and Compliance Requirements, in areas including but not limited to: documentation standards, billing requirements, Code of Conduct, Annual Compliance, and Health Insurance Portability and Accountability Act (HIPAA)/Privacy. Contractor's trainings shall comply with any associated ACBH policies contained in the ACBH QA Manual or the ACBH Policy Manual.

1. American Society of Addiction Medicine (ASAM)

Contractor shall ensure that all staff providing Substance Use Disorder (SUD) treatment and/or working in other roles that utilize the ASAM have:

- Completed the following ASAM e-modules: Introduction to the ASAM Criteria; ASAM Multidimensional Assessment; and From Assessment to Services Planning and Level of Care;
- Received training on DMC-ODS providers and programs in order to make appropriate and effective referrals, and training to determine medically urgent referrals for detoxification, including medical detoxification.

Contractor shall encourage their staff to participate in ASAM in-person trainings and ASAM care consultation calls with Dr. Me-Lee. Contractor shall provide individual staff-level documentation of training and monitoring to fidelity practice standards as requested by ACBH.

2. Evidence-Based Practices

Contractor shall ensure that all staff providing SUD treatment are trained in at least two of the following Evidence-Based Practices and shall provide individual staff-level documentation of training, supervision, and monitoring to fidelity practice standards as requested by ACBH: Motivational Interviewing, Cognitive Behavioral Therapy, Seeking Safety Trauma Informed Treatment, Relapse Prevention, and Psycho-Education Groups. At minimum, Contractor shall ensure one or more treatment staff, per SUD treatment program, are trained in Motivational Interviewing and Cognitive Behavioral Therapy. Trainings must be held by an accredited agency that can provide Contractor with proof of training

completion or Continuing Education Units (CEU)/Continuing Medical Education (CME) certificates. Contractor shall retain documentation of training participation in the Personnel File for at least three years post-completion. Contractor shall also keep on-file documentation of staff training on Addiction Medicine: five CEUs annually for Contractor's LPHAs and five CMEs annually for Contractor's Medical Director or Chief Medical Officer. Contractor shall ensure that all staff providing SUD treatment also receive ACBH-recognized training on the fundamentals of Medication Assisted Treatment, including information about how these medications work to treat addiction, addiction as a chronic disease, and the importance of removing stigma from the use of medications in a SUD treatment plan.

E. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBH upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue to be delivered in accordance with the requirements of this Agreement.

F. Credentialing/Certification of License

Contractor shall ensure that supervisors and staff are appropriately credentialed and/or licensed without restrictions and provide services to clients within their individual scopes of practice and within any restrictions noted on the credential or license. Contractor shall maintain copies of valid credentials and licensing, including renewals, for staff for the time they are employed. Contractor shall comply with the ACBH Credentialing and Re-Credentialing Policies in the ACBH QA Manual. Contractor shall ensure that all direct service staff receive supervision and maintain any Continuing Education Units (CEUs) as required by their respective credentialing body and as outlined by ACBH QA Manual section on Clinical Record Documentation Standards.

In SUD programs, Contractor shall ensure that at least 30 percent of staff providing counseling services are certified as SUD Counselors or licensed, and that all other counseling staff are registered as SUD Counselors.

G. Exclusion Lists

Contractor is responsible for performing Office of the Inspector General (OIG) Exclusion List checks prior to hiring a potential employee. Contractor shall comply with applicable Federal and State suspension, debarment, and exclusion laws and regulations, including, without limitation, ongoing monitoring.

Contractor shall ensure that employees, volunteers, Board Members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting Medi-Cal, Medicare, Medi-Cal Administrative Activities (MAA), Federal block grant, or State or Federally-funded services under this Agreement are in good standing with

Centers for Medicare and Medicaid Services (CMS) and DHCS and are not on any list of providers who are excluded from participation in Federal health care programs or on the Medi-Cal Suspended and Ineligible Provider List.

H. Ethical Code of Conduct

Contractor shall ensure that each of its staff comply with the Ethical Conduct Code regulations in the ACBH QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. Contractor shall ensure that it maintains on-file a signed Code of Conduct within the last 12 months for each employee, volunteer, board member, owner and/or agent who is providing and/or supporting services under this Agreement.

I. Criminal Background Consent

Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required under State law or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30 days upon request from Centers for Medicare and Medicaid Services or DHCS pursuant to 42 CFR 455.434.

J. Oath of Confidentiality

Annually, Contractor shall collect a signed ACBH Oath of Confidentiality as specified by ACBH from any staff who are paid or partially paid through this Agreement and shall retain this in the employee file for a minimum of five years after termination of services provided under this Agreement.

V. Tobacco, Alcohol, and Substance Use Policies

A. Drug-Free Workplace

Contractor shall comply with State of California Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with State of California Government Code Section 8355. Contractor must notify the ACBH Program Contract Manager within five days if any employee is convicted or pleads nolo contendere to a criminal drug statute violation occurring at any County-funded facility or work site.

B. Norms Around Substance Use

Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event that is sponsored by, or on behalf of, Contractor. Contractor agrees that information produced through these funds, and that pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program.

C. SUD Regulations Concerning Substance Use

No aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (California Code, Health and Safety Code, Section 11999 et seq.). None of the funds available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the Controlled Substances Act (21 United States Code Section 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

D. Provider Tobacco Policies and Consumer Treatment Protocols

Contractor shall implement the ACBH Provider Tobacco Policies and Consumer Treatment Protocols.¹⁵ In addition, providers shall follow the ACBH guidance around Medi-Cal claiming when tobacco use impacts client recovery.

E. Smoke-Free Workplace Certification

United States Public Law 103-227 (Title X, Part C), also known as the Pro-Children Act of 1994, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted, that is used for the routine or regular provision of: 1) kindergarten, elementary, or secondary education or library services, or 2) health or day care services that are provided to children under the age of 18. The law applies if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

VI. Client Records, Data, Privacy, and Security Requirements

A. Electronic Privacy and Security

Contractor shall have a secure email system and ensure that staff members abide by the ACBH Policy on Electronic Health Records. Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are

¹⁵ <http://www.acbhcs.org/bhcs-tobacco-policy/>

changed at least once every 90 days. Any Electronic Health Records (EHRs) maintained by Contractor that contain any protected health information (PHI) or personally identifiable information (PII) for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements. Contractors shall have the ability to send secure and encrypted emails containing PHI.

B. ACBH Electronic Health Record (EHR)

Contractors entering data into the ACBH EHR, Clinician's Gateway, shall ensure that staff are trained to enter and maintain data within this system. All SUD treatment providers shall utilize the ACBH EHR, except Opioid Treatment Providers who shall begin entering data into the EHR or other required systems within 30-day notice from ACBH.

C. Access and Maintenance of Service Records

Contractor shall allow ACBH, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Controller General of the United States, and other authorized Federal and State agencies to evaluate performance under this contract, and to inspect evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time. The maintenance, access, disposal, and transfer of records shall be in accordance with the ACBH Record Storage and Retention Policy and Procedure in the ACBH QA Manual and shall comply with professional standards and applicable local, State, and Federal laws and regulations, including but not limited to 45 CFR Section 164.504, 42 CFR Section 438.3(h), and 42 CFR Section 438.230(c)(1-3)(i-iv).

D. Confidentiality and Secure Communications

Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable PHI and PII including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of patient information and records, and the DHCS Business Associate Agreement included in the Intergovernmental Agreement between DHCS and Alameda County.

E. Qualified Service Organization

Contractor shall be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of patient identifying information as defined at 42 CFR Part 2. As a result, Contractor is a Qualified Service Organization of County of Alameda and shall comply with the provisions set forth in Exhibit A-3, Qualified Service Organization Agreement, which is attached hereto and made part of this Agreement.

F. Leveraging Technology to Meet Client Needs

Contractor may utilize technology to serve clients as specified by ACBH in the March 16, 2020 Memo around this subject,¹⁶ the QA Manual, and any subsequent formal written communication about clarifications and/or changes from ACBH.

G. Breaches of Confidentiality

Contractor shall follow the ACBH HIPAA Breach Reporting Policy and shall comply with State and Federal laws pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

VII. Coordination with ACBH and DHCS

A. Provider Meetings

Contractor shall attend regularly scheduled ACBH System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBH throughout the term of this Agreement.

B. Grievances and Appeals

Contractor shall comply with the ACBH Consumer Grievance and Appeal Processes policy. Consumer grievances shall be defined as dissatisfaction with ACBH services in areas that shall include but are not be limited to: Contractor's service provision, Contractor's employees, the location of services, access/availability, or any other matter concerning the provision of Medi-Cal services. Consumer grievances shall be directed to the Consumer Assistance toll-free line at 1-800-779-0787 per the policy noted above. Contractor shall direct all ACBH consumers who wish to file an appeal for an adverse benefit determination to the ACBH Consumer Assistance toll-free line.

C. Cooperation with Audits or Investigations

Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractors shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve the right to attend any or all parts of external review processes. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for 10 years from the term end date of this contract or in the event Contractor has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to Federal Code of Regulations Title 42, § 438, subdivision 3(h) and 230(c)(3)(i-iii).

¹⁶ <http://www.acbhcs.org/providers/network/cbos.htm>

D. Acknowledgement of ACBH

Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups that are supported in part or entirely by this Agreement, to County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

E. Assignment of Clayton Act or Cartwright Act Claims

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (15 USC Chapter 2 [commencing with section 16700]) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

F. Program Modification Approval Requirement

Contractors shall seek prior approval and immediately notify ACBH in writing in the event contracted services and activities require modification during the term of this Agreement. The request for any modification shall be submitted to ACBH in writing at least 30 days prior to proposed date for implementation of the change. Failure of notification constitutes a breach of this Agreement and is a cause for withholding payments and/or termination of this Agreement.

1. Program Modification for SUD Treatment Services

Contractors providing SUD treatment services shall inform ACBH of any addition or change of information in Contractor's DMC certification, pending DMC certification application, or status at least 30 days prior to submitting a new DMC certification application to DHCS' Provider Enrollment Division (PED) reflecting the change. Contractor shall notify ACBH of Contractor's intent to reduce covered services, consolidate, or relocate at least 30 days prior to submitting a DMC certification application to DHCS' PED division. The DMC certification application must be submitted to PED at least 60 days prior to the desired effective date of the reduction of covered services consolidation or relocation. Contractor shall notify ACBH immediately (within 24 hours) if Contractor's license, registration, certification, or approval to operate a SUD program or provide a covered service is revoked, suspended, modified, or not renewed by Contractor's credentialing entities.

G. Claims Corrections for Medi-Cal Programs

Contractors providing Medi-Cal services shall respond in a timely manner to ACBH requests for correcting Medi-Cal claims when such requests are made by ACBH.

VIII. Administrative and Compliance Requirements

A. Americans with Disabilities Act

Contractor shall comply with the ACBH Physical Accessibility of Services Policy. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the

Rehabilitation Act of 1973 (29 USC Section 794d) and the Americans with Disabilities Act of 1990, as amended.

B. Charitable Choice

Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program or programs included in this Agreement. Contractor shall inform the County if it is faith-based.

If Contractor identifies as faith-based, Contractor shall:

- Submit to ACBH a written policy that states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- Track and notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- Ensure that the client makes contact with the alternate provider to which he or she is referred.

C. Non-Discrimination in Services and Employment

Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of the following protected categories: race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

For the purpose of this Agreement, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals seeking services or employment under this contract: denying an otherwise eligible individual any service, providing a benefit that is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition that individuals shall meet in order to be provided any service or benefit. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall post

materials related to non-discrimination in services and employment. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall have policies and furnish upon request procedures that protect clients and employees in the above-listed protected categories from harassment.

SUD programs shall not deny admission based on an individual having a valid prescription from a licensed healthcare professional for a medication approved by the U.S. Food and Drug Administration for the purpose of medication assisted treatment of substance use disorders.

D. Sex Offenders

Contractors shall not automatically decline services to individuals based solely on their status as registered sex offenders. Sex offender registrants must be considered for treatment and/or services individually on a case-by-case basis. Prior to denying service to a registered sex offender, Contractor shall consult with the ACBH System of Care Director or designee and receive written permission to withhold services.

E. Whistleblower Program

Contractor shall be knowledgeable about the ACBH Whistleblower Program and how to report potential fraud, waste, and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste, and Abuse Policy.

F. Culturally and Linguistically Appropriate Services (CLAS)

Contractor's organization shall ensure equal access to quality of care by diverse populations and shall adopt the U.S. Department of Health and Human Services Office of the Minority Health National CLAS Standards.¹⁷ Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization.

G. Linguistic Capability

The County is responsible for ensuring that services are linguistically-responsive and provided in languages including but not limited to the County threshold languages of English, Spanish, Chinese Traditional (Mandarin), Chinese Simplified (Cantonese), Tagalog, Farsi, and Vietnamese. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBH Language Line.

H. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 as amended (22 USC Section 7104). Contractor shall provide evidence of compliance with this Act upon request by ACBH.

¹⁷ <https://www.minorityhealth.hhs.gov/omh/browse.aspx?vl=2&vlid=53>

IX. Reporting and/or Evaluation Requirements

A. Monthly

Contractors receiving Federal funding shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors receiving Federal funding shall complete and submit an ACBH Monthly Staff Change Attestation E-Form on a monthly basis prior to the 15th of the following month to attest that all staff changes have been submitted to ACBH as described in the ACBH OIG and Other Exclusion List Monitoring, Oversight, and Reporting Policy as set forth in the Program Integrity section of the ACBH QA Manual.

B. Annually

Contractor shall provide or update information on an annual basis to demonstrate compliance with the following:

1. Provider Contact Information – Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15th of the fiscal year.
2. Culturally and Linguistically Appropriate Services (CLAS) Training – All direct service staff and managers who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two of the CLAS trainings shall be offered through ACBH and shall be attended by at least two staff from Contractor's organization, one of which shall be a manager. Contractor shall submit the following information by July 10th of the following fiscal year to the ACBH Office of Ethnic Services:
 - a. An electronic survey that demonstrates Contractor's implementation of CLAS Standards;
 - b. A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
 - c. A summary or copy of a plan to further implement CLAS Standards throughout the organization.

C. As Required

Contractor shall provide ACBH with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event and shall also adhere to State reporting guidelines for Unusual Occurrences per the appropriate State licensing agency. Contractor shall comply with the Formalized Case Review Policy in the ACBH QA Manual.

D. As Requested

Contractor shall submit a current staff roster within 30-days of request by ACBH. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, and agents providing services and/or goods under this Agreement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Contractor shall submit any special information or reports requested by ACBH, and shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding. Any other emerging reporting required by applicable laws and regulations shall be submitted as a condition of maintaining funding.

E. Medi-Cal Programs

Medi-Cal programs shall provide or update information to demonstrate compliance with the following:

1. Ongoing or Monthly

Contractors providing Medi-Cal services shall input data into an electronic data collection and claiming system approved by ACBH Information Systems (IS) by the seventh calendar day of each month according to the written data entry procedures specified by ACBH IS, and complete any corrections based on the test claim by no later than the 20th of each month.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBH QA Manual policy Timely Access to Service Standards and Tracking Requirements. Contractor shall track all data as specified in the policy.

California Outcomes Measurement System for Treatment (CalOMS-Tx)

Contractor shall comply with the CalOMS-Tx data compliance standards established by DHCS around admission, discharge, annual update, “provider no activity” report records, and resubmissions of records containing errors or in need of correction. For compliance with provider non-activity reports and annual updates, Contractor shall enter all related data by no later than the 10th of each month.

Provider Directory

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

Drug and Alcohol Treatment Access Report (DATAR)

Contractor shall input data into the DATAR¹⁸ system monthly by no later than the 10th of each month following the report month period, regardless of whether Contractor has a waiting list for services.

2. Quarterly

Network Adequacy Standards Reporting

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

¹⁸ <http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>.

3. Annually

Treatment Perception Survey

Contractor shall conduct the annual treatment perception survey consistent with DMC-ODS requirements and under the direction of the ACBH System of Care and shall conduct other related DHCS-required activities to collect data necessary for performance measurement and/or quality improvement.

4. As Required

Correspondence from DHCS Provider Enrollment/Master Provider File Divisions

Contractor shall report any correspondence received from the DHCS Provider Enrollment Division or Master Provider File Division.

EXHIBIT A-2

COMMUNITY BASED ORGANIZATION MASTER CONTRACT Lobbying Restrictions and Disclosure Certification

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of Title 31, United States Code.

I. Certification and Disclosure Requirements

- A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the one-page form, entitled “Certification Regarding Lobbying,” available on the Alameda County Behavioral Health Care Services (ACBH) website at <http://www.acbhcs.org/providers/network/cbos.htm>) that the recipient has not made, and will not make, any payment prohibited by Paragraph II of this provision.
- B. Each recipient shall file a disclosure (in the one-page form, entitled “Disclosure of Lobbying Activities,” available on the ACBH website at <http://www.acbhcs.org/providers/network/cbos.htm>) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph II of this provision if paid for with appropriated funds.
- C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph I.B. herein. An event that materially affects the accuracy of the information reported includes but is not limited to:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- D. Each person (or recipient) who requests or receives from a person referred to in Paragraph I.A. of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- E. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph I.A. of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

**State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Horizon Services, Incorporated

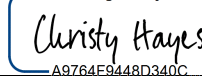
Name of Contractor

MC No. 900090/PC No. 20255

Contract/Grant Number

Christy Hayes

Printed Name


A9764E9448D340C

Signature

Executive Director

Title

3/19/2021

Date

EXHIBIT A-3

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Exhibit, the Qualified Service Organization Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Program”) and Horizon Services, Incorporated, (“Contractor” or “Qualified Service Organization”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.


The County hereby enters into a qualified service organization agreement, whereby Contractor agrees to provide certain services, a description of which is presented in Exhibit A(s), attached to the Agreement.

Furthermore, Contractor:

1. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 CFR Part 2;
2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Federal Confidentiality Regulations, 42 CFR Part 2;
3. Acknowledges that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 CFR Part 2 upon receipt of the patient identifying information received pursuant to a patient consenting to disclosure of their records under 42 CFR Part 2, § 2.31 for payment and/or health care operation activities, and, as such that each disclosure shall be accompanied by the notice required under § 2.32. To the extent applicable, Contractor shall comply with the requirements of §2.33, subsections b and c, including any requirement for a written contract with an applicable subcontractor or legal representative.
4. To the extent applicable under 42 CFR Part 2, § 2.53, Audit and Evaluation, subsections a b, and c, the parties agree to comply with applicable requirements to (i) maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 CFR Part 2, §2.16; (ii) retain records in compliance with applicable federal, state, and local record retention laws; and (iii) comply with the limitations on disclosure and use in 42 CFR Part 2, § 2.53(d).

This EXHIBIT, the Qualified Service Organization Agreement, is hereby executed and agreed to by CONTRACTOR:

Name: Horizon Services, Incorporated

By (Signature): 
A9764F9448D340C...

Print Name: Christy Hayes

Title: Executive Director

**EXHIBIT A(a)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) PRIMARY PREVENTION –
ADOLESCENT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services Incorporated
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Project Eden — Primary Prevention

II. Contracted Services

See Applicable Exhibit A Documents.

Adolescent Substance Use Primary Prevention Services

Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Reduce alcohol and / or drug use among youth;
- Promote positive and healthy alternatives for youth; and
- Engage youth in leadership opportunities.

Contractor shall provide services that contribute toward the accomplishment of the goals and objectives from the 2013 Alameda County ACBH Strategic Plan for Alcohol and Other Drug (AOD) Primary Prevention Services.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to high school students who are at risk for substance use but who do not currently require substance abuse treatment. Contractor shall also serve the families of the students.

Contractor shall provide services across the central region of Alameda County, including the cities of San Leandro and Hayward, and the urban unincorporated areas of Alameda County including San Lorenzo, Castro Valley, Ashland, and Cherryland. Contractor shall make it a priority to serve students at continuation high schools in central Alameda County.

2. Referral Process to Program

Contractor shall receive and generate referrals through community presentations, collaborative partnerships with other community-based organizations, schools, and gatekeeper groups. Contractor shall make it a priority to work with law enforcement agencies and community-based organizations focused on violence and gang prevention to obtain referrals to the program. Contractor shall accept self-referrals and referrals from family members. In addition, referrals are received from community health clinics, Willow Rock hospital, Kaiser, and youth community centers.

3. Program Eligibility

Contractor shall only serve individuals (and their families) who:

- Are Alameda County residents;
- Are between five and 18 years¹ of age and their families; and
- Are at risk for substance use or abuse, but who do not require substance abuse treatment.

Contractor shall serve individuals who fall within the following Institute of Medicine (IOM) Substance Abuse Prevention Intervention Categories:

- Universal: Targets the general population with messages and programs aimed at preventing or delaying the use and/or abuse of alcohol or other drugs. All members of the population share the same general risk for use and/or abuse, although the risk may vary among individuals.
- Selective: Targets subsets of the population at risk for substance abuse by virtue of their membership in a particular population segment. Selective prevention targets the entire subgroup regardless of the degree of risk of any individual within the group.
- Indicated: Targets individuals who do not meet Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-V) criteria for abuse or dependence, but who are showing early danger signs of substance abuse.

In all cases, these prevention services shall be directed at individuals who never received nor require treatment services, and who are not expected to meet the criteria for a substance use disorder (SUD) according to the DSM-V. Contractor shall refer youth who appear to have a SUD for screening and assessment by pertinent treatment providers.

4. Limitations of Service

Not applicable.

¹ A youth who is 19 years old is allowed to be served in the program as long as he / she is a student at one of the target schools.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall conduct a variety of activities under the six strategies as defined by the Center for Substance Abuse Prevention (CSAP):

- Information Dissemination;
- Education;
- Alternative;
- Problem Identification and Referral;
- Community-Based Process; and
- Environmental.

The focus of the Contractor's substance use prevention activities shall be on the following strategies:

- Education

Contractor shall utilize Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students), an evidence-based prevention program designed to prevent and reduce substance use among youth. Contractor shall implement the eight-session program that shall help youth identify and resist pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, and promote understanding of the consequences of substance use.

Contractor shall deliver the Parent Empowerment Series, which is a parent education series consisting of informational meetings and parent education workshops. Parents and families shall receive education, tools, support, and strategies on how to prevent youth substance use.

- Alternative

Contractor shall engage students in school-wide activities to increase the perception of the harm of substance use, to positively change social norms about substance use, and to increase enforcement of and compliance with school policies and community laws.

- Community-Based Process

Contractor shall engage, enhance, and promote school-wide and community-wide activities to effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. The activities shall increase awareness among youth and adults of the harm of substance use through organizing, planning, and participating in alcohol-, tobacco-, and drug-free activities that increase interagency collaboration, coalition building, and networking.

- Information Dissemination
Contractor shall provide awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and the effects on individuals, families, and communities. Contractor shall increase awareness of programs and services available in the community. Contractor shall participate in tabling at health fairs, develop brochures, conduct speaking engagements, and outreach to schools and communities.
- Problem Identification and Referral
Contractor shall identify students who have experience with the illegal use of tobacco, alcohol, and/or other drugs and/or the misuse of prescription medication, and shall assess whether they can benefit from Primary Prevention Services or other types of services.

Contractor's activities must clearly align with the efforts that directly contribute to the Alameda County Strategic Prevention Plan, the IOM categories, and the CSAP prevention strategies. Contractor shall ensure that program staff are trained in understanding and effectively implementing CSAP strategies through participation in county / state-wide trainings, workshops, and webinars. Contractor and their respective staff providing direct services under this program shall attend and participate in County-scheduled meetings and trainings as outlined in the Process Measures below.

For ongoing groups or workshops, Contractor shall utilize a prevention curriculum that focuses on new material for each meeting with a specific training cohort. Each training cohort for each prevention curriculum shall serve and engage a new group of unduplicated clients.

Contractor and members of Contractor's staff shall contribute to the development of the 2018-2021 Alameda County Strategic Prevention Plan (SPP) for Substance Use Primary Prevention Services by attending meetings and workgroups and by participating in specific aspects of plan development as requested by ACBH.

Contractor may attend Coordination of Services Team (COST) meetings at the school sites and use the meetings as an opportunity for referrals of youth. Additionally, Contractor may engage and coordinate with school administration, parent groups, school clubs, Tobacco Use Prevention Education (TUPE) site coordinators, and community and neighborhood groups to collaboratively develop promotional campaigns and other events and activities that support prevention efforts. Activities and events may be ideally implemented around school or neighborhood activities (i.e., homecoming, back to school night, spirit week, etc.).

Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school sites and Unified School District by October 31st with the purpose of outlining roles and responsibilities for each partner, minimum staffing, space requirements, and the referral process. This LOA shall be designed to ensure communication and the

coordination of services being provided. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall provide a copy of the executed LOA to the ACBH Program Contract Manager by October 30th.

2. Discharge Criteria and Process

Not applicable.

3. Hours of Operation

Contractor shall maintain the following hours of operation:

- Office Hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.
- School Site Services:
 - Brenkwitz Continuation High School: Thursdays, 8:30 a.m. to 12:45 p.m.
 - Conley Caraballo High School: Wednesdays, 8:30 a.m. to 2:30 p.m.
 - East Bay Arts High School: Tuesdays, 8:30 a.m. to 2:30 p.m.
 - Lincoln High School: Wednesdays, 8:30 a.m. to 12:45 p.m.
 - Mt. Eden High School: Mondays, 8:30 a.m. to 2:30 p.m.
 - Redwood High School: Tuesdays, 8:30 a.m. to 12:45 p.m.
 - San Lorenzo High School: Thursdays, 8:30 a.m. to 12:45 p.m.
 - Tennyson High School: Wednesdays, 8:30 a.m. to 2:30 p.m.

Contractor shall hold some meetings / activities on evenings or weekends outside of Contractor’s normal hours of operation.

Contractor shall propose any requested changes to their hours / days of service at each of their sites to ACBH no later than October 31st, which shall be subject to final review and approval by ACBH.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Administration Office Site:

Horizon Services, Inc., 24051 Amador Street, Hayward, CA 94544

Contractor shall provide services at the following locations:

Site	Address
Brenkwitz Continuation High School, Hayward Unified School District	22100(A) Princeton Street Hayward, CA 94541
Conley Caraballo High School, New Haven Unified School District	541 Blanche St, Hayward, CA 94544
East Bay Arts High School, San Lorenzo Unified School District	20450 Royal Avenue Hayward, CA 94541
Lincoln High School, San Leandro Unified School District	2600 Teagarden Street San Leandro, CA 94577
Mt. Eden High School, Hayward Unified School District	2300 Panama Street Hayward, CA 94545
Redwood High School, Castro Valley Unified School District	18400 Clifton Way Castro Valley, CA 94546

Site	Address
San Lorenzo High School, San Lorenzo Unified School District	50 E Lewelling Blvd, San Lorenzo, CA 94580
Tennyson High School, Hayward Unified School District	27035 Whitman Street Hayward, CA 94544

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager at least 30 calendar days before changing or terminating services at any of the designated delivery sites. ACBH shall provide 30-day notice for any requested changes in service delivery sites to better meet the existing and emerging needs of the target population.

If a program site has a staffing vacancy, Contractor shall immediately notify the school administrator and ACBH Program Contract Manager with a plan and timeline for filling the vacancy.

- D. Minimum Staffing Qualifications** See Applicable Exhibit A Documents. Contractor shall maintain the following minimum direct service positions:²
- 2.58 Full-Time Equivalent (FTE) SUD Counselors

Contractor shall notify the ACBH Program Contract Manager in writing of any change in direct service FTE.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the following services / deliverables that shall be separate and distinct from any other services/deliverables which may be purchased through other sources of funding.

² The positions shall be maintained for the specified level or higher of direct FTE staff.

Goal 1: By 2020, reduce 30-day alcohol use rate and binge drinking by five percent (from 2013 baseline) for both traditional and non-traditional ³ students.				
Objective 1.1: By 2018, increase by five percent (from 2013 baseline) the perception rate of students reporting that consuming five or more drinks once or twice a week is harmful, as measured by California Healthy Kids Survey (CHKS) school site data.				
Objective 1.5: By the end of each school year, 60 percent of the parents who participate in AOD prevention workshops and classes will be able to list three ways to positively interact with family members, as measured by provider-administered pre / post tests and reported on in the provider annual report.				
Objective 1.6: By the end of each school year, 60 percent of participating youth will report an increase in coping skills, as measured by provider-administered pre / post tests and reported on in the provider annual report.				
Goal 3: By 2020, reduce 30-day marijuana use rate by five percent (from 2013 baseline) for both traditional and non-traditional students.				
Objective 3.1: By 2018, increase by five percent (from 2013 baseline) the perception rate of students reporting that smoking marijuana once or twice a week is harmful, as measured by CHKS school site data.				
Objective 3.3: By the end of each school year, 50 percent of youth who participate in AOD prevention services will be able to list three ways in which marijuana use negatively impacts individuals, families, and communities.				
Activities for Goals 1 and 3	CSAP Strategy	IOM Category	Duration of Service⁴	Indirect Hours⁵
Contractor shall implement Project SUCCESS, a 12-week curriculum provided four times per year per school site (32 sessions per year) serving a total of 896 students.				
Contractor shall deliver 1,536 individual sessions over 48 weeks to youth at eight school sites (Project SUCCESS).	Education	Universal	576	0
Contractor shall deliver 1,920 group counseling sessions in small group settings over 48 weeks to youth at eight school sites (Project SUCCESS).	Education	Universal	1,920	384
Contractor shall deliver a minimum of 32 Parent Empowerment Program group sessions that will serve a total of 256 family members (Project SUCCESS).	Education	Universal	32	16

³ For the purposes of this contract, non-traditional schools include alternative and continuation schools. All other schools are considered traditional schools.

⁴ Duration of Service: The actual time (in hours) that a service or activity is being implemented.

⁵ Indirect Hours: The time spent preparing for the service or activity that can include; copying, printing, sorting and/ or folding documents, setup, and cleanup.

Activities for Goals 1 and 3	CSAP Strategy	IOM Category	Duration of Service⁶	Indirect Hours⁷
Contractor shall participate in 56 school and / or community drug-free events that shall serve 500 unduplicated clients.	Alternative	Universal	104	28
Contractor shall attend 24 health fairs, social community events, and health promotion events and shall disseminate 1,500 brochures, fact sheets, and fact cards.	Information Dissemination	Universal	24	12
Contractor shall screen 480 youth over 48 weeks at eight school sites for appropriate referral into Project Eden’s Primary Prevention Program.	Problem Identification and Referral	Universal	480	0

Goal 4: By 2020, expand collaboration with the Alameda County Public Health Department, school districts, and other community organizations to develop a joint strategy to create population level changes of AOD and related problems.

Objective 4.1: By 2018, engage the Public Health Department to collaborate with Behavioral Health and contracted providers on a prevention project to reduce AOD use or an AOD-related issue.

Activities for Goal 4	CSAP Strategy	IOM Category	Duration of Service	Indirect Hours
Contractor shall engage in a minimum of 40 hours of ACBH-related meetings and trainings and participate in technical assistance to develop and to increase prevention competencies, and to build capacity organizationally.	Community Based Process	Universal	40	13
Total Across Goals			3,176	453

⁶ Duration of Service: The actual time (in hours) that a service or activity is being implemented.

⁷ Indirect Hours: The time spent preparing for the service or activity that can include; copying, printing, sorting and/ or folding documents, setup, and cleanup.

B. Quality Objectives

Contractor shall achieve the following quality objective:

Quality Measure	Quality Objective
Number of meetings, trainings, and / or workshops sponsored or recommended by the ACBH Primary Prevention Unit that were attended by Contractor’s staff.	At least nine

C. Impact Objectives

Contractor shall provide services toward achieving the following impact objective:

Impact Measure	Impact Objective
Percent of participants who, after completing Project SUCCESS, can name at least three ways substance use has a negative impact on individuals or communities as captured by a post survey.	At least 80%

Contractor shall conduct a pre-test for all participants who receive individual and group sessions. Contractor shall administer post surveys to collect information relating to the stated Impact Objective. Contractor shall administer post surveys for all participants completing the stated activity.

V. Reporting and Evaluation Requirements See Applicable Exhibit A Documents.

Contractor shall input programmatic data into the Department of Health Care Services (DHCS) data entry system, Primary Prevention Substance Use Disorder Data Service (PPSDS), on a weekly basis and shall enter all data for the prior month by no later than the fifth business day of the following month. Contractor shall designate at least two key staff to be trained on the data system and shall be responsible to train any new staff who will enter data on an ongoing basis. Data entry shall be done in a timely manner, be accurate, and represent what is being delivered per the process measures stated.

Contractor shall complete an Annual Program Report in an ACBH-provided template that describes the following:

- Contractor’s progress and performance in achieving Contract Deliverables and Requirements, including the stated Process, Quality, and Impact Objectives; and
- Contractor’s recommendations for program modifications and refinements based on learnings to date from collected data and prevention trainings.

Contractor shall submit this report to the ACBH Program Contract Manager by July 31st following the end of the contract period.

Contractor shall attend quarterly meetings with ACBH to report activities and progress in relation to contracted deliverables. Meetings also shall include technical assistance and support.

VI. Additional Requirements

See Applicable Exhibit A Documents.

**EXHIBIT A(b)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) FRIDAY NIGHT LIVE (FNL) –
ADOLESCENT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Incorporated
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Project Eden — Friday Night Live (FNL)

II. Contracted Services

See Applicable Exhibit A Documents.

Adolescent Substance Use Primary Prevention Services

Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Reduce alcohol and / or drug use among youth;
- Promote positive and healthy alternatives for youth; and
- Engage youth in leadership opportunities.

Contractor shall provide services that contribute toward the accomplishment of the goals and objectives from the 2013 Alameda County ACBH Strategic Plan for Alcohol and Other Drug (AOD) Primary Prevention Services.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to high school students who are at risk for substance use but who do not currently require substance abuse treatment. Contractor shall also serve the families of the students.

2. Referral Process to Program

Contractor shall receive and generate referrals through community presentations, collaborative partnerships with other community-based organizations, schools, and gatekeeper groups. Contractor shall make it a priority to work with law enforcement agencies and community-based organizations focused on violence and gang prevention to obtain referrals to the program. Contractor shall accept self-referrals and referrals from family members.

3. Program Eligibility

Contractor shall only serve individuals who:

- Are Alameda County residents;
- Are between five and 18 years of age;¹ and
- Are at risk for substance use or abuse but who do not require substance abuse treatment.

Contractor shall serve individuals who fall within the following Institute of Medicine (IOM) Substance Abuse Prevention Intervention Categories:

- Universal: Targets the general population with messages and programs aimed at preventing or delaying the use and/or abuse of alcohol or other drugs. All members of the population share the same general risk for the use and/or abuse, although the risk may vary among individuals.
- Selective: Targets subsets of the population at risk for substance abuse by virtue of their membership in a particular population segment. Selective prevention targets the entire subgroup regardless of the degree of risk of any individual within the group.
- Indicated: Targets individuals who do not meet Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) criteria for abuse or dependence, but who are showing early danger signs of substance abuse.

In all cases, these prevention services shall be directed at individuals who never received nor require treatment services, and who are not expected to meet the criteria for a substance use disorder according to the DSM-V. Contractor shall refer youth who appear to have a SUD for screening and assessment by pertinent treatment providers.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall conduct a variety of activities under the six strategies as defined by the Center for Substance Abuse Prevention (CSAP):

- Information Dissemination;
- Education;
- Alternative;
- Problem Identification and Referral;
- Community-Based Process; and
- Environmental.

¹ A youth who is 19 years of age is allowed to be served in the program as long as he/she is a student at one of the target schools.

The focus of Contractor’s substance abuse prevention activities shall be on the Alternative CSAP strategy.

Contractor’s activities must clearly align with the efforts that directly contribute to the Alameda County Strategic Prevention Plan, the IOM intervention categories, and the CSAP prevention strategies. Contractor shall ensure that program staff are trained in understanding and effectively implementing CSAP strategies through participation in county / state-wide trainings, workshops, and webinars. Contractor and their respective staff providing direct services under this program shall attend and participate in County-scheduled meetings and trainings as outlined in the Process Measures below.

Contractor and members of Contractor’s staff shall contribute to the development of the 2018 – 2021 Alameda County Strategic Prevention Plan (SPP) for Substance Use Primary Prevention Services by attending meetings and workgroups and by participating in specific aspects of plan development as requested by ACBH.

Contractor may engage and coordinate with school administration, parent groups, school clubs, Tobacco Use Prevention Education (TUPE) site coordinators, and community and neighborhood groups to collaboratively develop promotional campaigns and other events and activities that support prevention efforts. Activities and events may be ideally implemented around school or neighborhood activities (i.e., homecoming, back to school night, spirit week, etc.).

Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school site and Unified School District by October 31st with the purpose of outlining roles and responsibilities for each partner, minimum staffing, space requirements, and the referral process. This LOA shall be designed to ensure communication and the coordination of services being provided. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall provide a copy of the executed LOA to the ACBH Program Contract Manager by October 31st.

Contractor shall develop and implement a Friday Night Live (FNL) program based on the California Friday Night Live Partnership (CFNLP) Standards of Practice² and Operating Principles.³ FNL is a youth-driven and youth-led program focusing on community service, social action activities, participation in advocacy for safe and healthy environments, and promotion of health policies.

Contractor shall implement at least one FNL Chapter, which shall be a Roadmap⁴ Chapter. The Roadmap is a guide that helps youth and adult partners in a strategic process to build an environmental change project as defined by the CSAP Strategies. The Roadmap Chapter shall implement the Roadmap by engaging youth partners and utilizing youth development principles and practices as a platform.

² http://www.fridaynightlive.org/wp-content/uploads/2012/06/SOPs_revised_2012.pdf

³ <http://www.fridaynightlive.org/wp-content/uploads/2012/06/Operating-Principles.pdf>

⁴ <http://www.fridaynightlive.org/our-programs/friday-night-live/> (see bottom of website page for documents related to the Roadmap Chapter).

Should Contractor decide that the Chapter shall not be a Roadmap Chapter, Contractor shall ensure that the program is youth-centered and connected to the larger community through environmental change.

Contractor shall also:

- Utilize FNL logos through the duration of the contract period as required for activities, projects, or campaigns;
- Achieve and maintain a Member in Good Standing (MIGS) through the duration of the contract period;
- Administer an annual Youth Development Survey to Chapter members to obtain important feedback about youth experience in the program;⁵
- Attend the annual Leadership Development Conference;
- Participate in monthly regional conference calls with other Bay Area FNL programs and coordinators; and
- Participate in quarterly in-person technical assistance trainings hosted by CFNLP leadership staff.

2. Discharge Criteria and Process

Not applicable.

3. Hours of Operation

Contractor shall maintain the following hours of operation as indicated by program activities:

- Tuesdays and Thursdays, 9:00 a.m. to 2:00 p.m.

4. Service Delivery Sites

Contractor shall provide services at the following locations:

- Castro Valley High School: 19400 Santa Maria Avenue, Castro Valley, CA 94546
- Arroyo High School: 15701 Lorenzo Avenue, San Lorenzo, CA 94580

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager at least 30 calendar days before changing or terminating services at any of the designated delivery sites. ACBH shall provide 30-day notice for any requested changes in service delivery sites to better meet existing and emerging needs of the target population.

If a program site has a staffing vacancy, Contractor shall immediately notify the school administrator and ACBH Program Contract Manager with a plan and timeline for filling the vacancy.

D. Minimum Staffing Qualifications

Contractor shall maintain the following minimum direct service positions:⁶

- 0.19 Full-Time Equivalent (FTE) SUD Counselor

⁵ See Friday Night Live Chapter Project Guide Appendix I, App-23

⁶ The positions shall be maintained at the specified level or higher of direct FTE staff.

Contractor shall notify the ACBH Program Contract Manager in writing of any change in direct service FTE.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the following services / deliverables that shall be separate and distinct from any other services/deliverables which may be purchased through other sources of funding.

Goal 1: By 2020, reduce 30-day alcohol use rate and binge drinking by five percent (from 2013 baseline) for both traditional and non-traditional (NT) students. ⁷				
Objective 1.1: By 2018, increase by five percent (from 2013 baseline) the perception rate of students reporting that consuming five or more drinks once or twice a week is harmful, as measured by California Healthy Kids Survey (CHKS) school site data.				
Objective 1.2: By 2018, increase by 10 percent (from 2013 baseline) the percent of youth who report involvement and participation in meaningful community activities (hobbies, sports, church activities, leadership groups, internships, employment opportunities) as measured by CHKS school site data.				
Goal 3: By 2020, reduce 30-day marijuana use rate by five percent (from 2013 baseline) for both traditional and NT students.				
Objective 3.3: By the end of each school year, 50 percent of youth who participate in AOD prevention services will be able to list three ways in which marijuana use negatively impacts individuals, families, and communities.				
Activities for Goals 1 and 3	CSAP Strategy	IOM Category	Duration of Service⁸	Indirect Hours⁹
Contractor shall recruit and identify youth leaders and adult partners, including a minimum of eight youth and one adult program co-facilitator.	Alternative	Alternative	53	12
Contractor shall implement capacity and skill-building activities for youth in order to recognize and research community / environmental issues, to identify problems, to propose solutions, and to evaluate outcomes. Contractor shall implement 72 activities involving 50 unduplicated clients.	Alternative	Alternative	175	36

⁷ For the purposes of this contract, non-traditional schools include alternative and continuation schools. All other schools are considered traditional schools.

⁸ Duration of Service: The actual time that a service or activity is being implemented.

⁹ Indirect Hours: The time spent preparing for the service or activity that can include; copying, printing, sorting and/or folding documents, setup, and cleanup.

Goal 4: By 2020, expand collaboration with the Alameda County Public Health Department, school districts, and other community organizations to develop a joint strategy to create population level changes of AOD and related problems.				
Objective 4.1: By 2018, engage the Public Health Department to collaborate with Behavioral Health and contracted providers on a prevention project to reduce AOD use or an AOD-related issue.				
Activities for Goal 4	CSAP Strategy	IOM Category	Duration of Service	Indirect Hours
Contractor shall engage in a minimum of 40 hours of ACBH-related meetings and trainings and participate in technical assistance to develop and to increase prevention competencies, and to build capacity organizationally.	Community Based Process	Alternative	40	9
Total Across Goals			268	57

B. Quality Objectives

Contractor shall achieve the following quality objective:

Quality Measure	Quality Objective
Number of meetings, trainings, and / or workshops sponsored or recommended by the ACBH Primary Prevention Unit that were attended by Contractor’s staff.	At least four

C. Impact Objectives

Contractor shall provide services toward achieving the following impact objective:

Impact Measure	Impact Objective
At the end of the project, percent of Friday Night Live project participants who can name at least three ways substance use has a negative impact on individuals or communities as captured by a post survey.	At least 80%

Contractor shall administer post surveys to collect information relating to the stated Impact Objectives. Contractor shall administer post surveys for all participants completing the stated activity.

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

Contractor shall input programmatic data into the Department of Health Care Services (DHCS) data entry system, Primary Prevention Substance Use Disorder Data Service

(PPSDS), on a weekly basis and shall enter all data for the prior month by no later than the fifth business day of the following month. Contractor shall designate at least two key staff to be trained on the data system and shall be responsible to train any new staff who will enter data on an ongoing basis. Data entry shall be done in a timely manner, be accurate, and represent what is being delivered per the process measures stated.

Quarterly

Contractor shall submit a Quarterly Report to the ACBH Program Contract Manager that details the status of achieving MIGS. Reports shall be submitted to the ACBH Operational Lead and the ACBH Program Contract Manager according to the following schedule:

Quarter	Dates Covered in Report	Due Date
1 st	July 1 – September 30	October 31 st
2 nd	October 1 – December 31	January 31 st
3 rd	January 1 – March 31	April 30 th
4 th	April 1 – June 30	July 31 st

Annual

Contractor shall complete an Annual Program Report on an ACBH-provided template that describes the following:

- Contractor’s progress and performance in achieving Contract Deliverables and Requirements, including the stated Process, Quality, and Impact Objectives; and
- Contractor’s recommendations for program modifications and refinements based on learnings to date from collected data and prevention trainings.

Contractor shall submit this report to the ACBH Program Contract Manager by July 31st following the end of the contract period.

Additionally, Contractor shall submit an annual MIGS Report for the Roadmap Chapter to the ACBH Operational Lead, the ACBH Program Contract Manager, and CFNLP by June 30th. The template for the report shall be provided by CFNLP leadership staff.

VI. Additional Requirements

See Applicable Exhibit A Documents.

**EXHIBIT A(c)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) BRIDGE TO TREATMENT (BTT) -
ADOLESCENT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services Incorporated
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Project Eden Substance Use Disorder (SUD) Bridge to Treatment (BTT, also known as Transition to Treatment)

II. Contracted Services

See Applicable Exhibit A Documents.

Adolescent SUD BTT

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Significantly enhance awareness of the risks of substance abuse and encourage appropriate family, social, and community norms related to substance use; and
- Encourage youth in need of treatment to undergo such treatment.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to youth who are involved in unhealthy substance use and / or have been identified to need SUD treatment but have not yet engaged in treatment-related activities or services.

Contractor shall make it a priority to serve youth living in the cities of Hayward, Castro Valley, San Leandro, and San Lorenzo. Contractor shall also make it a priority to serve youth who are involved in the criminal justice system; youth living in group foster homes; and/or lesbian, gay, bisexual, transgender, questioning, and intersex youth. In addition, Contractor shall make it a priority to serve youth who are mandated to participate in the program by probation, schools, or other agencies.

2. Referral Process to Program

Contractor shall accept referrals from peers; family members; schools; health care providers; Contractor's substance use primary prevention program; community agencies; courts; parole officers; probation officers; employers; shelters; police officers or departments; sobering and detox centers; residential programs; Alameda County Social Services Agency (SSA) Department of Children and Family Services; other ACBH-contracted providers; the Substance Use Access and Referral Helpline; and other sources as deemed appropriate by ACBH. Clients may also self-refer.

Contractor shall conduct outreach by mail (by postal mail and email) to service providers, probation officers, schools, community-based organizations, mental health providers, and hospitals to highlight services for youth and families in Alameda County. Contractor shall participate in school and community fairs, back-to-school nights, community education events, local coalitions, county meetings, and trainings to advertise their programs and to recruit clients.

Contractor's staff shall work in collaboration with school personnel through the Coordination of Services Team (COST), if one exists, to review referrals and to provide appropriate support services to eligible students and families. Additionally, Contractor shall engage and coordinate with school administration, parent groups, school clubs, Tobacco Use Prevention Education (TUPE) site coordinators, and community and neighborhood groups to collaboratively develop promotional campaigns and other events and activities that support prevention efforts.

3. Program Eligibility

Contractor shall only serve youth between 12 and 20 years of age who are experiencing problems related to their substance use and who are in need of treatment services, but who have not yet been engaged in such treatment services, and their families.

4. Limitations of Service

Contractor shall retain the option not to serve individuals who:

- Are in need of emergency medical or psychiatric care;
- Significantly threaten violence, are violent, and / or require physical restraint; or
- Are known to be convicted sex offenders or to have more than one conviction for arson.

Contractor shall refer youth described above to more appropriate program alternatives if they cannot be served in Contractor's program.

Individuals in need of emergency medical or psychiatric care may access or re-access services at a later date upon doctor's release and / or approval.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall provide services to engage clients with SUD problems in SUD treatment and recovery programs and to promote an appropriate continuum of care. Contractor's six-to-eight week program shall utilize best practice models such as Motivational Interviewing and Brief Strength-Based Case Management for Substance Abuse, depending on the client's progress and participation in pre-treatment services. Contractor's staff shall coordinate care within a network of community providers as an integral part of the service provision. Contractor shall also provide support to family members to increase the family's understanding of the risks involved with substance use, and shall link families to appropriate services.

Services shall include:

- Individual and group assessment and pre-treatment services that are designed to reduce substance use and to improve school performance;
- Support to family members to increase the family's understanding of the risks of substance use and to facilitate linkage of clients to appropriate services;
- Referrals and coordinated care within a network of community providers; and
- Weekly check-ins with clients and provision of crisis intervention as needed.

Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school site and Unified School District by October 31st with the purpose of outlining roles and responsibilities for each partner, minimum staffing, space requirements, and the referral process. This LOA shall be designed to ensure communication and the coordination of services being provided. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall provide a copy of the executed LOA to the ACBH Program Contract Manager by October 31th.

At a minimum, the LOA shall address SUD privacy and confidentiality standards mandated under 42 Code of Federal Regulations, Part II; specify roles and responsibilities of each partner; outline minimum staffing and space requirements; establish referral and evaluation processes; set an agreed-upon procedure for responding to youth who arrive to the program under the influence of alcohol or drugs; and arrive at a process for maintaining overall communication and coordination of services.

2. Discharge Criteria and Process

Contractor shall graduate a client from the program when the client:

- Expresses a strong desire to get into treatment;
- Has been assessed by a treatment program; or
- Has been enrolled in a treatment program.

If a client violates Contractor's program rules, they shall be subject to discharge from services. The client has a right to appeal to the Contractor's Program Director for readmission into the BTT Program.

3. Hours of Operation

Contractor shall maintain the following hours of operation for Medi-Cal and non-Medi-Cal clients:

- Monday through Friday, 9:00 a.m. to 6:00 p.m. with some evening and weekend hours as needed.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- Project Eden Office: 1866 B Street, Suite 101, Hayward, CA 94541
- Arroyo High School: 15701 Lorenzo Ave, San Lorenzo, CA 94580
- Hayward High School: 1633 East Ave, Hayward 94541
- San Leandro High School: 22000 Bancroft Ave. S. L. 94577
- Castro Valley High School: 19400 Santa Maria Ave, Castro Valley, Ca 94546

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

Contractor shall maintain the following minimum direct service positions:¹

- 0.81 Full-Time Equivalent (FTE) SUD Counselor

Contractor shall immediately notify the ACBH Program Contract Manager of any change in direct service staff.

¹ The positions shall be maintained at the specified level or higher of direct FTE staff.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the following services / deliverables:

Activity	Contacts	Staff Hours
Outreach Intervention	3,500	450
Early Intervention	2,000	750
TOTAL	5,500	1,200

B. Quality Objectives

Not applicable.

C. Impact Objectives

Not applicable.

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

Contractor shall report utilization and service data on a quarterly and annual basis to the ACBH Operational Lead and the ACBH Program Contract Manager using the Adolescent Transition to Treatment (T2T) Quarterly / Annual Data Summary form. Contractor shall provide Contractor's ACBH Program Contract Manager with copies of the quarterly outreach mailings that are being distributed by the program.

Contractor shall submit Quarterly Program Reports and an Annual Program Report to the identified Program Specialist Lead from the ACBH Children's System of Care and the ACBH Program Contract Manager by the last day of the month following the end of the quarter or the end of the fiscal year which describes the number of clients served and the number of clients referred to SUD outpatient treatment services, outpatient intensive services, or residential services.

VI. Additional Requirements

See Applicable Exhibit A Documents.

**EXHIBIT A(d)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) OUTPATIENT TREATMENT
(OUTPATIENT TX) – ADOLESCENT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Inc.
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Substance Use Disorder (SUD) Outpatient Treatment: Project Eden Adolescent Services (Central and East County)

II. Contracted Services

See Applicable Exhibit A Documents.

Adolescent SUD Outpatient Treatment Programs, designated as follows:

- American Society of Addiction Medicine (ASAM) Level of Care (LOC) 1.0 SUD Outpatient Services;
- ASAM LOC 2.1 SUD Intensive Outpatient Services (IOS); and
- Recovery Support Services.

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

See Applicable Exhibit A Documents.

B. Target Population Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to youth who experience problems related to their substance use and/or abuse.

Contractor shall make it a priority to serve Alameda County residents who:

- Are involved with Child Welfare or the Juvenile Justice System; and/or
- Residing in the Central Region of Alameda County,¹ particularly Hayward and the East County, specifically Livermore.

Contractor shall also have specially trained staff with experience and expertise in serving individuals who are:

- Involved with child welfare or juvenile justice system;
- Lesbian, Gay, Bisexual, Transgender, or Questioning;
- Latino; and/or

¹ The Central Region of Alameda County includes unincorporated areas of Ashland, Castro Valley, Cherryland and cities of Hayward, San Leandro and San Lorenzo.

- Asian.

2. Referral Process to Program See Applicable Exhibit A Documents. Contractor shall accept referrals from schools. Contractor’s staff shall work in collaboration with school personnel through the Coordination of Services Team (COST), if one exists, to review referrals and to provide appropriate support services to eligible students and families.

3. Program Eligibility See Applicable Exhibit A Documents. Contractor shall only provide services to individuals who are 12 to 21 years of age.

4. Limitations of Service
Not applicable.

C. Program Description Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design See Applicable Exhibit A Documents. Contractor shall deliver culturally- and linguistically-responsive services. Contractor shall provide services in the following languages: English and Spanish.²

Contractor shall also provide:

- Screening and engagement; and
- Multi-family group counseling.

For group counseling at Contractor’s clinic site, a client who is 17 years of age or younger shall not participate in group counseling with any clients who are 18 years of age or older. This restriction does not apply at school sites operating under the clinic sites’ DMC Certification if clinically appropriate.

Contractor’s staff shall utilize the following EBPs: Motivational Interviewing; Cognitive Behavioral Therapy (CBT); Relapse Prevention; Psycho-Education; Seeking Safety; and Trauma-Informed Treatment. Contractor’s staff shall also utilize: Stages of Change; Adolescent Community Reinforcement Approach/Assertive Continuing Care; and Screening, Brief Intervention, and Referral to Treatment.

Contractor shall maintain collaborations and close working relationships with Alameda County Social Services Agency when relevant to the care of a specific client with systems including but not limited to the following to support client care.

Contractor shall provide services in accordance with the State of California Youth Treatment Guidelines, including but not limited to

- Target population;
- Outcomes;

² Contractor shall use Pacific Interpreters for other languages as needed.

- Service components, including outreach, screening, engagement, initial and continuing assessment, diagnosis, placement, treatment planning, counseling, youth development approaches to treatment, family interventions and support systems, educational and vocational activities, structured recovery-related activities, alcohol and drug testing, discharge planning, and continuing care;
- Service coordination and collaboration, including case management, complementary services, and critical linkages;
- Culture and language;
- Health and safety issues, including care and supervision, medication management, emergency services, detoxification services, and buildings / grounds;
- Legal and ethical issues, including voluntary treatment; consent, confidentiality; criminal reporting; notice of program rules, client rights, and grievance procedures; and
- Administration, including program rules and procedures, program staffing, and program data collection and reporting.

Additional Requirements for School-Based Services

For programs operating at school sites, Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school site and/or Unified School District by October 30th with the purpose of outlining roles and responsibilities, collaboration, communication, and an agreed-upon outreach plan regarding SUD services provided in the school. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall make available a copy of this LOA to ACBH.

At a minimum, the LOA should address SUD privacy and confidentiality standards mandated under 42 Code of Federal Regulations, Part II; specify roles and responsibilities of each partner; outline minimum staffing and space requirements; establish referral and evaluation processes; set an agreed-upon procedure for responding to youth who arrive to the program under the influence of alcohol or drugs; and arrive at a process for maintaining overall communication and coordination of services. Contractor shall collaborate with school and County partners to resolve any identified operational and/or referral issues.

2. Discharge Criteria and Process See Applicable Exhibit A Documents.

3. Hours of Operation See Applicable Exhibit A Documents.

Contractor shall maintain the following hours of operation, and shall be accessible by designated ACBH-approved referral sources during these times at (510) 247-8200:

- Monday through Friday, 9:00 a.m. to 7:00 p.m. at clinic site
- Monday through Friday, 8:00 a.m. to 3:00 p.m. at school sites

Contractor shall ensure that staff are at each school site at least two days per week, at least nine hours a week, while school is in session.

4. Service Delivery Sites See Applicable Exhibit A Documents.

Contractor shall provide services at the following clinic and school location(s):

- 1866 B Street, Suite 101, Hayward, CA 94541
- San Lorenzo High School
50 Lewelling Blvd, San Lorenzo, CA 94580
- Royal Sunset Continuation High School
20450 Royal Avenue, Hayward, CA 94541
- Hayward Community School
680 W. Tennyson Road, Hayward, CA 94544
- Del Valle Continuation School
2253 5th Street, Livermore, CA 94550
- Livermore High School (part-time)
600 Maple Street, Livermore, CA 94550
- Granada High School (part-time)
400 Wall Street, Livermore, CA 94550
- San Leandro High School
2200 Bancroft Avenue, San Leandro, CA 94577

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications See Applicable Exhibit A Documents.

Contractor shall maintain the following minimum direct service positions:³

- 0.50 Full-Time Equivalent (FTE) Licensed Practitioner of the Health Arts (LPHA)
- 6.00 FTE SUD Counselor

Contractor shall maintain at least one Licensed LPHA (at a minimum of 0.5 FTE) within this program.

IV. Contract Deliverables and Requirements

A. Process Objectives See Applicable Exhibit A Documents.

Contractor shall provide the following services/deliverables:

Process Measures	Units of Service
Unduplicated Clients Per Year	175

³ The positions shall be maintained at the specified level or higher of direct FTE staff.

Process Measures	Units of Service
Treatment Slots (Point in Time)	50

B. Quality Objectives See Applicable Exhibit A Documents.

C. Impact Objectives See Applicable Exhibit A Documents.

V. Reporting and Evaluation Requirements See Applicable Exhibit A Documents.

VI. Additional Requirements See Applicable Exhibit A Documents.

EXHIBIT A – PROGRAM REQUIREMENTS (A-P): SUBSTANCE USE DISORDER (SUD) OUTPATIENT TREATMENT (OUTPATIENT TX)

I. Program Name

Substance Use Disorder (SUD) Outpatient Treatment

II. Contracted Services¹

SUD Outpatient Treatment Programs, designated as follows:

- American Society of Addiction Medicine (ASAM) Level of Care (LOC) 1.0 SUD Outpatient Services;
- ASAM LOC 2.1 SUD Intensive Outpatient Services (IOS); and
- Recovery Support Services.

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall ensure operational effectiveness and efficiency in accordance with the following primary goals of the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver demonstration:

- Enhance client access to SUD treatment and the client experience of care (including quality, cultural responsiveness, engagement, and satisfaction);
- Provide high quality of care to improve the overall health and wellness of SUD clients;
- Strengthen care coordination with other systems of care, including primary care, mental health, and criminal justice;²
- Maintain responsibly-managed and value-focused operations while decreasing other system health care costs (e.g. reduced inpatient and emergency room use); and
- Enhance and develop a well-trained, effective, and sustainable SUD workforce.

Contractor shall provide services to assist clients in accomplishing the following goals:

- Establish and maintain recovery from substance use and attain stabilization, increase self-sufficiency, and improve quality of life;
- Develop cognitive and behavioral coping skills to prevent relapse;
- Adopt a voluntarily-maintained lifestyle characterized by sobriety, personal health, and good citizenship; and

¹ See all requirements specified in the Exhibit A-1: Standard Requirements, Exhibit A - Scope of Work (SOW), and other Exhibits attached to this Agreement.

² Criminal justice is a term that is inclusive of systems such as the Collaborative Courts, Jails/Prisons, Probation and Juvenile Justice.

- Reduce homelessness, utilization of crisis services, incarceration, and criminal justice recidivism associated with substance use.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to individuals who experience problems related to their substance use and/or abuse.

Contractor shall make it a priority to serve Alameda County residents who:

- Are eligible for Medi-Cal in Alameda County;
- Are pregnant women;
- Are intravenous drug users; and/or
- Are involved with the criminal justice system.

Contractor shall provide culturally and linguistically responsive services for all individuals in accordance with the Priority Population standards outlined in the Practice Standards, and have specially trained staff with experience and expertise in serving designated priority populations, including but not limited to those who are:

- Involved with the criminal justice system.

2. Referral Process to Program

Contractor shall accept self-referrals and referrals from peers/family members; managed Medi-Cal healthcare plans (e.g., Alliance, Anthem); federally qualified health centers; other ACBH-contracted mental health and substance use treatment providers; Substance Use Access and Referral Helpline; the Criminal Justice Case Management Program; Drug Court, and Cherry Hill; other Alameda County Departments; and other community agencies and service providers.

Contractor shall have the capacity to accept three-way calls with the Substance Use Access and Referral Helpline and a more limited group of designated ACBH-approved referral sources.³ Through the three-way call:

- Contractor may build rapport with the client and discuss program structure and expectations;
- Contractor may not conduct additional screening/assessment of client that is duplicative of the screening/assessment conducted by these ACBH-approved referral sources;
- Contractor shall offer, to the best of their ability, an intake appointment within ten days of the initiation of the three-way call; and
- Upon successful completion of the three-way call, Contractor shall maintain contact with the client for any intake appointment reminders and/or engagement needed.

³ Other designated ACBH-approved referral sources include Cherry Hill, Criminal Justice Case Management (CJCM), and Alameda County Collaborative Court Services/Drug Court.

3. Program Eligibility

Contractor shall include in its policies, procedures, and practice, written admission and readmission criteria for determining individuals' eligibility and medical necessity for treatment. Contractor shall only serve individuals who:

- Are Alameda County residents;
- Meet diagnostic criteria for SUD treatment per the Diagnostic and Statistical Manual (DSM) and criteria for ASAM LOC 1.0 or 2.1;⁴
- Are expected to benefit from the type of services being offered; and
- Are enrolled in or eligible for⁵ Alameda County Medi-Cal, are indigent and/or have no other payor source.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall ensure that individuals seeking services are provided with a face-to-face appointment within ten business days of a request for ASAM LOC 1.0 or 2.1 services. Contractor's staff shall utilize ASAM criteria level of care considerations upon admission, during the course of treatment, and during discharge planning and coordination.

Contractor shall provide medically necessary, client-centered, individualized services directed at stabilizing and rehabilitating clients by addressing major lifestyle, attitudinal, and behavioral issues that have the potential to undermine the goals of treatment or impair the client's ability to cope with major life tasks without the addictive use of alcohol and/or other drugs. Contractor's unit of service shall be defined as a contact with a client in 15-minute increments on a calendar day.

Contractor shall provide the following services in person, by telephone, and in any appropriate, confidential setting in the community in compliance with 42 Code of Federal Regulations (CFR), Part 2 requirements:

- Intake/Assessment;
- Treatment planning;

⁴ Under the Early Periodic Screening, Diagnosis and Treatment (EPSDT) mandate, beneficiaries under the age of 21 years are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority.

⁵ Contractor shall conduct follow-up towards ensuring that Medi-Cal applications are submitted within two weeks of intake for clients who are eligible for but not yet enrolled in Alameda County Medi-Cal.

- Individual and group counseling;⁶
- Family therapy;
- Patient education;
- Collateral services;
- Crisis intervention services; and
- Discharge planning and coordination.

Contractor's Medical Director or a LPHA shall perform the initial medical necessity determination through a face-to-face review with a client or the intake counselor. Contractor's Medical Director or LPHA shall establish and document at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied by Contractor's diagnosing staff to determine placement into the appropriate level of care.

Contractor shall also provide the following DMC-ODS services:

- Verification that physical examination has occurred through receipt of documentation from another provider, through direct provision of this service, or documented as a goal in the client's treatment plan.
- Laboratory and collection services available onsite or through closely-coordinated referral.
- Case management services,⁷ which shall consist of the following:
 - Care Coordination: a structured approach plan that provides for seamless coordination of care for clients in DMC-ODS without disruptions to services.
 - Service Coordination: service to assist clients to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as appropriate for individual clients.
- Physician consultation services to assist DMC physicians by allowing them to seek expert advice from ACBH-approved addiction medicine physicians, addiction psychiatrists or clinical pharmacists when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- Recovery support services, as medically necessary, consisting of outpatient individual and group recovery counseling services, recovery monitoring and substance abuse assistance, recovery case management with education and job skills linkages, other needed supports, and ancillary services. Contractor shall provide clients with access to recovery support services after the clients complete

⁶ Group Counseling denotes face-to-face interaction in which one or more SUD counselors or LPHAs treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the clients served.

⁷ Case management services shall be performed in partnership with the Recovery Residence programs for those clients residing at Alameda County Contracted Recovery Residence programs.

a course of SUD treatment. Contractor's recovery support services shall be available when a client is triggered, has relapsed, or as a preventative measure to prevent relapse.

Contractor shall have the capacity to serve the needs of clients with complex needs, including but not limited to mental and physical health and/or comprehension and learning challenges, and shall coordinate with other community programs to meet client needs that fall outside of the scope of Contractor's staff.

Contractor shall maintain collaborations and close working relationships when relevant to the care of a specific client with systems including but not limited to the following to support client care:

- Other SUD treatment providers in the DMC-ODS continuum of care;
- ACBH-designated referral and care navigation sources for SUD, including the Substance Use Access and Referral Helpline and Cherry Hill;
- Criminal Justice Systems and partners;
- Mental Health Service Providers, including ACBH Acute Crisis Care and Evaluation for System-wide Services (ACCESS) and John George;
- Physical Health Service Providers; and
- Alameda County Care Connect.⁸

Additional Requirement for ASAM Level 1.0 Outpatient Services

Contractor's SUD Outpatient Services (ASAM Level 1.0) shall consist of clinical services provided to clients for up to nine hours per week for adults and up to six hours per week for adolescents.

Additional Requirement for ASAM Level 2.1 Intensive Outpatient Services

Contractor's SUD Intensive Outpatient Services (ASAM Level 2.1) shall consist of clinical services provided to clients for a minimum of nine hours per week for adults and a minimum of six hours per week for adolescents. Contractor's IOT Program shall have the capacity to treat multidimensional instability for clients who have more complex co-occurring SUD and mental health conditions, or complicating factors, which require high-intensity, professionally directed SUD treatment.

Additional Requirements for Clients with Criminal Justice Involvement

Contractor's services shall address the criminogenic needs of clients within the context of the SUD treatment. Contractor shall participate in Interdisciplinary Treatment Meetings facilitated by Alameda County Probation upon request.

⁸ AC Alameda Care Connect (<http://accareconnect.org/>) strives to support and promote increased coordination and effective, personalized care across all providers through systems improvements, while including the strength and support of the consumer's personal networks in the care planning.

Additional Requirements for AB109 Clients

Contractor shall actively coordinate with Alameda County AB109-contracted Criminal Justice Case Management (CJCM) and Alameda County Deputy Probation Officers (DPO) for case planning purposes at all stages of a client's treatment and in client transitions between levels of care. Contractor shall confirm with CJCM when the client has been admitted to the program.

2. Discharge Criteria and Process

No additional requirements.

3. Hours of Operation

Contractor shall maintain the hours as specified in Exhibit A-Scope of Work (SOW).

Contractor shall have the capacity to accept three-way calls with designated ACBH-approved referral sources during regular intake hours.

4. Service Delivery Sites

Contractor shall deliver services at designated service delivery sites as specified in Exhibit A-SOW.

Contractor shall have and maintain DMC Certification for ASAM LOC 1.0 and 2.1.

Contractor may also conduct field-based treatment services at community-based locations, including but not limited to designated Alameda County Probation site(s), in accordance with ACBH standards and regulatory requirements.

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall maintain the direct service staffing as specified in the Exhibit A-SOW.

Contractor shall notify the ACBH Program Contract Manager of any change in direct service FTE.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall deliver units of service as specified in Exhibit A-SOW.

Contractor shall provide services toward achieving the following process objectives:

Process Measures	Process Objectives
Percent of clients with open episodes who have received at least one service in the past 30 days.	100%
Percent of clients with open episodes who have annual updates completed according to required timeframes.	100%
Percent of prorated contracted units of service provided monthly	At least 80%

B. Quality Objectives

Contractor shall provide services toward achieving the following quality objectives:

Quality Measures	Quality Objectives
Percent of clients screened as eligible for SUD treatment who receive a first offered appointment at Outpatient Services, Intensive Outpatient Services, or Residential Treatment within ten days of their initial request for services	At least 80%
Percent of clients screened as eligible for SUD treatment who have their first actual intake service within ten days of their initial request for services	At least 85%
Percent of eligible clients who completed their initial intake/assessment visit and initiate a second treatment visit or day within 14 days	At least 88%
Percent of clients who initiated a second visit within 14 days of their initial visit and engage in at least two treatment visits or days within the next 30 days	At least 75%
Percent of clients who receive an ASAM LOC assessment at least every 30 days throughout the episode of treatment	100%

C. Impact Objectives

Contractor shall work collaboratively with ACBH to develop benchmarks in the following areas: improved access to care and penetration rates for SUD treatment services, especially for priority populations that may not have been able to successfully access or engage SUD services in the past; increased abstinence and/or reduced substance use among clients served; increased drug-free social support among clients served; improved health and wellness among clients served; and successful program completion by clients or transition to another level of care as needed.

V. Reporting and Evaluation Requirements

No additional requirements.

VI. Additional Requirements

Contractor shall comply with any emerging requirements specified by DHCS.

**EXHIBIT A(e)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) DETOXIFICATION SERVICES –
ADULT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services Incorporated
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Cherry Hill Services

II. Contracted Services

See Applicable Exhibit A Documents.

Adult Substance Use Disorder (SUD) Detoxification Services, designated as follows:

- Sobering Station;
- Residential Detoxification Services:
 - American Society of Addiction Medicine (ASAM) Level of Care (LOC) 3.2: Residential / Inpatient Withdrawal Management (WM) Day;
 - Partial Day; and
 - Administrative Day.

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall ensure operational effectiveness and efficiency in accordance with the following primary goals of the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver demonstration:

- Enhance client access to SUD treatment and the client experience of care (including quality, cultural responsiveness, engagement, and satisfaction);
- Provide high quality of care to improve the overall health and wellness of SUD clients;
- Strengthen care coordination with other systems of care, including primary care, mental health, and criminal justice;¹
- Maintain responsibly-managed and value-focused operations while decreasing other system health care costs (e.g. reduced inpatient and emergency room use); and
- Enhance and develop a well-trained, effective, and sustainable SUD workforce.

Contractor shall provide services to assist clients in accomplishing the following goals:

- Support clients in withdrawing from substance use;

¹ Criminal justice is a term that is inclusive of systems such as the Collaborative Courts, Jails/Prisons, Probation and Juvenile Justice.

- Increase client access to additional SUD, mental health, primary care, medical, housing, employment, legal, and social resources when needed;
- Ensure that no client who is homeless upon entry shall be discharged back to homelessness;
- Establish and maintain recovery from substance use and attain stabilization, increase self-sufficiency, and improve quality of life;
- Develop cognitive and behavioral coping skills to prevent relapse;
- Adopt a voluntarily-maintained lifestyle characterized by sobriety, personal health, and good citizenship; and
- Reduce homelessness, utilization of crisis services, incarceration, and criminal justice recidivism associated with substance use.

B. Target Population

Contractor shall serve the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to male and female residents of Alameda County (18 years of age and older) who are under the influence of substances at admission. Contractor shall serve individuals regardless of their ability to pay.

Contractor shall make it a priority to serve residents of Alameda County who:

- Are gravely disabled due to substance use;
- Are pregnant women;
- Are intravenous drug users;
- Have an inability to access SUD specialty services from any other system;
- Have co-occurring disabilities, especially Human Immunodeficiency Virus (HIV) / Acquired Immune Deficiency Syndrome (AIDS) or mental illness;
- ACBH has identified as requiring a high level of service, defined as requiring at least \$20,000 in publicly-funded health and mental health services over the past year;
- Are eligible for services through a designated funding stream or who have priority within a discretionary funding stream; and
- Are involved with the criminal justice system.

2. Referral Process to Program

Contractor shall accept referrals from:

- Hospitals, law enforcement agencies, and community-based organizations;
- ACBH-designated referral sources (including Service Teams, Full-Service Partnerships, John George Psychiatric Pavilion, Highland Hospital, and the Substance Use Access and Referral Helpline); and
- Individuals who self-refer for services.

3. Program Eligibility

Contractor shall only serve clients who:

- Are Alameda County residents;

- Are 18 years of age or older;
- Are under the influence of alcohol and / or other drugs at admission; and
- Are expected to benefit from the type of services being offered; and
- Have Alameda County Medi-Cal or Kaiser, are indigent and/or have no other payor source.

Additional Requirements for Residential Detoxification Services

For ASAM LOC 3.2 and Partial Day services, Contractor shall only serve clients who are:

- Experiencing acute withdrawal from alcohol and other drugs; and
- Meet stated requirements for ASAM LOC 3.2 services.

For Administrative Day Services, Contractor shall only serve clients who:

- Have recently met requirements for ASAM LOC 3.2 services; and
- Are pending placement in an appropriate SUD treatment program.

4. Limitations of Service

Not Applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall operate a centralized call center to receive requests for sobering services or residential detoxification. Contractor's staff shall perform an initial assessment of clients when they are initially referred to determine which Cherry Hill service is most appropriate for them. Depending on the results of the assessment, Contractor shall place clients in the Sobering Station or Residential Detoxification, or refer clients to other appropriate services.

Contractor's centralized call center shall also coordinate requests for Contractor's transportation services. Contractor's transportation services shall be responsible for picking up individuals from hospitals and other locations in the community, as well as for transporting clients back out into the community at the completion of their stay in either the Sobering Station or Residential Detoxification.

Sobering Station

Contractor shall provide a short-term, monitored environment for men and women experiencing acute withdrawal from alcohol and other drugs. The average length of stay at the Sobering Station shall be six to 12 hours, with a maximum stay of 23.99 hours (clients cannot stay for 24 hours or longer). Contractor shall provide assistance to clients in managing the symptoms of withdrawal. Contractor shall not be required to develop a withdrawal management plan, nor to obtain determination of medical necessity for service. Contractor shall not provide SUD treatment.

Contractor shall make referrals to other services as appropriate, including to Contractor’s Residential Detoxification Service.

Residential Detoxification Service

For ASAM LOC 3.2 and Partial Day services, Contractor shall provide initial screening, develop withdrawal management plans, monitor withdrawal symptoms, discharge clients, and refer clients to other services. For each client, Contractor shall conduct screening based on ASAM criteria and establish medical necessity as specified by ACBH.

Contractor may request and receive reimbursement for a Partial Day for when a beneficiary still meets medical necessity for services, but they don’t stay for a full day.

For services that do not fall under ASAM LOC 3.2 and Partial Day services, Contractor may request and receive reimbursement for Administrative Day services when Contractor has documented the following in the format specified by ACBH that:

- Contractor has made daily contact with SUD treatment facilities and there is no appropriate SUD treatment facility to accept the client;²
- The average length of stay for clients shall be between three and five days, with a maximum stay of 14 days.

Contractor shall maintain collaborations and close working relationships when relevant to the care of a specific client with systems including but not limited to the following to support client care:

- Other SUD treatment providers in the DMC-ODS continuum of care;
- ACBH-designated referral and care navigation sources for SUD, including the Substance Use Access and Referral Helpline and Cherry Hill;
- Criminal Justice Systems and partners;
- Mental Health Service Providers, including ACBH Acute Crisis Care and Evaluation for System-wide Services (ACCESS) and John George;
- Physical Health Service Providers; and
- Alameda County Care Connect.³

Additional Requirements for AB109 Clients

Contractor shall actively coordinate with Alameda County AB109-contracted Criminal Justice Case Management (CJCM) and Alameda County Deputy Probation Officers (DPO) for case planning purposes at all stages of a client’s treatment and in

² The lack of placement options at appropriate, SUD residential and outpatient treatment facilities and the contacts made at appropriate facilities shall be documented to include but not be limited to: the status of the placement option; date of the contact; and signature of the person making the contact. Contractor shall document the ASAM level of care verbiage as to why a client continues to require a SUD residential or outpatient treatment level-of-care.

³ AC Alameda Care Connect (<http://accareconnect.org/>) strives to support and promote increased coordination and effective, personalized care across all providers through systems improvements, while including the strength and support of the consumer’s personal networks in the care planning.

client transitions between levels of care. Contractor shall confirm with CJCM when the client has been admitted to the program.

2. Discharge Criteria and Process

Discharge planning shall begin at intake. Contractor shall collaborate with the Substance Use Screening and Referral Helpline (the Helpline) and the client in locating resources to maintain the client's sobriety. These resources may include residential treatment, permanent housing, recovery residences, outpatient treatment, medical services, mental health treatment, or other services. For clients not continuing on to a form of SUD treatment, Contractor shall prioritize ensuring that the client is discharged to safe, stable, and alcohol / drug-free housing.

Contractor shall have the capacity to conduct three-way calls with clients, the Helpline, and SUD providers.

3. Hours of Operation

Contractor shall maintain the following hours of operation:

- Administration: Monday through Friday, 8:30 a.m. to 5:00 p.m.
- Cherry Hill Services Programs:
 - Office hours: Monday through Friday, 9:00 a.m. to 5:00 p.m.
 - Residential Detoxification Service: 24 hours per day, 7 days per week
 - Sobering Station: 24 hours per day, 7 days per week
 - Transportation: 24 hours per day, 7 days per week as needed

Contractor's Sobering Station and Residential Detoxification Service shall operate continuously. Any interruption in providing these services should be immediately reported to the ACBH County Alcohol and Drug Program Administrator or his / her designee and Program Contract Manager.

4. Service Delivery Sites See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- Detoxification Program: 2035 Fairmont Drive, San Leandro, CA 94578
- Sobering Station: 15480 Foothill Boulevard, San Leandro, CA 94578

Contractor shall have and maintain valid Alcohol and Other Drug Program Certification and Licensure by DHCS with ASAM LOC designation as 3.2.

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications See Applicable Exhibit A Documents.

Contractor shall maintain the following minimum direct service positions:⁴

- Sobering Station
 - 12.00 Full-Time Equivalent (FTE) SUD Counselors
 - 7.70 FTE Nurse Coordinator and Adjunct Staff

⁴ The positions shall be maintained at the specified level or higher of direct FTE staff.

- Residential Detoxification Service
 - 13.44 FTE Substance Use Disorder Counselor
 - 1.92 FTE Adjunct Staff

Contractor shall maintain at least one Licensed LPHA within this program.

Contractor shall ensure that 24-hour on-site supervision is maintained at the identified residential treatment facilities to support and promote recovery and prevent relapse.

Contractor shall notify the ACBH Program Contract Manager immediately of any change in direct service FTE that will have an impact on the number of bed days Contractor is able to deliver.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the following services / deliverables:

Sobering Station

Contracted Deliverable	Process Measure	Data Source
Average Daily Occupancy	17 ⁵	INSYST

Residential Detoxification Service

Contracted Deliverable	Process Measures	Data Source
Number of Unduplicated Clients Served in the Year	1,676	INSYST
Average Daily Occupancy	22 ⁶	

⁵ For this program, Contractor's maximum daily occupancy is 50.

⁶ For this program, Contractor's maximum daily occupancy is 32.

B. Quality Objectives

Contractor shall provide services toward achieving the following quality objectives:

Sobering Station

Quality Measures	Quality Objectives
Percent of clients who stay six hours or longer	At least 50%
Percent of clients who are referred to the Residential Detoxification Service, residential treatment, outpatient treatment, or community supports (e.g., Alcoholics Anonymous, Narcotics Anonymous, etc.) upon discharge ⁷	90%

Residential Detoxification Service

Quality Measures	Quality Objectives
Percent of clients who initially request withdrawal management service and have an intake appointment within 48 hours of initial request	At least 50%
Percent of clients who stay three days or longer	At least 60%
Percent of clients who are referred to residential treatment, outpatient treatment, or community supports (e.g., AA, NA, WRAP groups, etc.) upon discharge	90%

C. Impact Objectives

Contractor shall provide services toward achieving the following impact objectives:

Sobering Station

Impact Measure	Impact Objective
Percent of clients referred to the Residential Detoxification Service or another ACBH-funded treatment service who are enrolled in such services after discharge	50%

⁷ The number “discharged” would be those who completed the discharge process in full (i.e., not clients who left suddenly and perhaps against medical advice).

Residential Detoxification Service

Impact Measure	Impact Objective
Percent of clients referred to outpatient or residential treatment services who are enrolled in such services after discharge	At least 40%

V. Reporting and Evaluation Requirements See Applicable Exhibit A Documents.

Contractor shall submit an annual report to the ACBH Program Contract Manager within 30 days from the end of the contract period that summarizes Contractor’s performance on Process, Quality, and Outcome Measures.

Additional Requirements for Detoxification Program

Contractor shall submit a monthly report to the ACBH Program Contract Manager and County Alcohol and Drug Program Administrator by the 15th of the following month summarizing Contractor’s delivery of ASAM Level 3.2 services. This report shall include the number of clients admitted in the month and the average length of stay for those clients, as well as Contractor’s challenges and successes.

VI. Additional Requirements See Applicable Exhibit A Documents.

Contractor shall comply with any emerging requirements specified by DHCS.

**EXHIBIT A(f)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) OUTPATIENT TREATMENT
(OUTPATIENT TX) – ADULT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Inc.
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Substance Use Disorder (SUD) Outpatient Treatment: Project Eden Adult Services (East County)

II. Contracted Services

See Applicable Exhibit A Documents.

Adult SUD Outpatient Treatment Programs, designated as follows:

- American Society of Addiction Medicine (ASAM) Level of Care (LOC) 1.0 SUD Outpatient Services;
- ASAM LOC 2.1 SUD Intensive Outpatient Services (IOS); and
- Recovery Support Services.

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

See Applicable Exhibit A Documents.

B. Target Population Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to adults who experience problems related to their substance use and/or abuse.

Contractor shall make it a priority to serve Alameda County residents who:

- Are residing in zip codes 94551 and 94550 in Livermore.

Contractor shall also have specially trained staff with experience and expertise in serving:

- Transition Age Youth (TAY) defined as young adults, ages 18 to 24;
- Latino; and/or
- Lesbian, Gay, Bisexual, Transgender, and Questioning.

2. Referral Process to Program See Applicable Exhibit A Documents.

3. Program Eligibility See Applicable Exhibit A Documents.
Contractor shall only provide services to individuals who are 18 years of age or older.

4. Limitations of Service
Not applicable.

C. Program Description Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design See Applicable Exhibit A Documents.
Contractor shall deliver culturally- and linguistically-responsive services. Contractor shall provide services in the following languages: English and Spanish.¹

Contractor's staff shall utilize the following EBPs: Motivational Interviewing, Cognitive Behavioral Therapy (CBT), and Seeking Safety/Trauma-Informed Treatment.

2. Discharge Criteria and Process See Applicable Exhibit A Documents.

3. Hours of Operation See Applicable Exhibit A Documents.
Contractor shall maintain the following hours of operation, and shall be accessible by designated ACBH-approved referral sources during these times at (925)444-7040:

- Monday through Friday, 9:00 a.m. to 8:00 p.m.

4. Service Delivery Sites See Applicable Exhibit A Documents.
Contractor shall provide services at the following locations:

- 1020 Serpentine Lane, Ste. 100 & 102 Pleasanton, CA 94566

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications See Applicable Exhibit A Documents.
Contractor shall maintain the following minimum direct service positions:²

- 0.50 Full-Time Equivalent (FTE) Licensed Practitioner of the Health Arts (LPHA)
- 3.85 FTE SUD Counselors

Contractor shall maintain at least one Licensed LPHA (at a minimum of 0.5 FTE) within this program.

¹ Contractor shall use Pacific Interpreters for other languages as needed.

² The positions shall be maintained at the specified level or higher of direct FTE staff.

IV. Contract Deliverables and Requirements

- A. Process Objectives** See Applicable Exhibit A Documents.
Contractor shall provide the following services/deliverables:

Process Measures	Units of Service
Unduplicated Clients Per Year	122
Treatment Slots (Point in Time)	45

- B. Quality Objectives** See Applicable Exhibit A Documents.

- C. Impact Objectives** See Applicable Exhibit A Documents.

- V. Reporting and Evaluation Requirements** See Applicable Exhibit A Documents.

- VI. Additional Requirements** See Applicable Exhibit A Documents.

**EXHIBIT A(g)-SCOPE OF WORK (SOW):
SUBSTANCE USE DISORDER (SUD) RESIDENTIAL TREATMENT (RES TX)
– ADULT**

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Inc.
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Substance Use Disorder (SUD) Residential Treatment:

- Chrysalis
- Cronin House

II. Contracted Services

See Applicable Exhibit A Documents.

Adult Substance Use Disorder (SUD) Residential Treatment Programs, designated as follows:

- American Society of Addiction Medicine (ASAM) Level of Care (LOC) 3.1 (Clinically Managed Low-Intensity Residential Services);
- ASAM LOC 3.3 (Clinically Managed Population-Specific High-Intensity Residential Services);
- ASAM LOC 3.5 (Clinically Managed High-Intensity Residential Services); and
- ASAM LOC 3.2 (Residential / Inpatient Withdrawal Management - WM).

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

See Applicable Exhibit A Documents.

B. Target Population Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents.

Contractor shall provide services to male and female adults who experience problems related to their substance use and/or abuse.

Contractor shall also have specially trained staff with experience and expertise in serving:

- Transition Age Youth (TAY) defined as young adults, ages 18 to 24; and
- Older adults, defined as individuals over 60 years of age.

2. Referral Process to Program

See Applicable Exhibit A Documents.

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only provide services to individuals who are 18 years of age or older.

Contractor shall only provide ASAM LOC 3.1, 3.3 and 3.5 services to individuals who meet the eligibility requirements specified in the Exhibit A - Program Requirements (Ex A-P) for SUD Residential Treatment, including criteria for the applicable ASAM LOC.

Additional Requirements for ASAM LOC 3.2 Services

Contractor shall provide services for individuals who meet medical necessity for withdrawal management services and are experiencing acute withdrawal from alcohol and other drugs that conforms to stated requirements for ASAM LOC 3.2.

4. Limitations of Service

Eligibility for ASAM LOC 3.1, 3.3 and 3.5 services shall be limited to the requirements specified in the Ex A-P for SUD Residential Treatment even if the client continues to meet the other stated eligibility requirements for this program.

There is no additional authorization by UM for ASAM LOC 3.2 services.

C. Program Description Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall deliver culturally- and linguistically-responsive services. Contractor shall provide services in the following languages: English, Spanish, Hindi, Eritrean, Japanese, Tagalog, Thai, Burmese, Chinese (dialect), and Urdu.

Upon ACBH-confirmation that all needed Reporting Unit updates have been set-up, Contractor may also provide:

- ASAM LOC 3.2 services; and
- Additional Medication-Assisted Treatment (MAT).¹

Contractor's staff shall utilize the following EBPs: Motivational Interviewing; Cognitive Behavioral Therapy (CBT); Relapse Prevention; Seeking Safety, Trauma-Informed Care, and Dialectic Behavioral Therapy.

Additional Requirement for ASAM LOC 3.3

Contractor shall provide 24-hour care with trained counselors for a minimum of at least six hours of clinical services per week, with additional hours if necessary based on client need, to stabilize multidimensional imminent danger and prepare the client for outpatient treatment. Contractor shall provide a less intense milieu and group treatment for those with cognitive or other impairments.

¹ Providers within Contractor's program may prescribe and monitor, but not dispense, the following additional MAT options if within their scope of practice and training and as indicated by ACBH Quality Assurance: buprenorphine, buprenorphine-naloxone, naltrexone, disulfiram and naloxone.

Additional Requirement for ASAM LOC 3.2

Contractor shall provide initial screening and Intake (inclusive of ASAM), develop withdrawal management plans inclusive of transition services, monitor withdrawal symptoms, discharge clients, and refer clients to other services.

2. Discharge Criteria and Process See Applicable Exhibit A Documents.

3. Hours of Operation See Applicable Exhibit A Documents.

Contractor shall maintain the following hours for client intake which can be accessed by designated ACBH-approved referral sources at Chrysalis: 510-450-1190 and Cronin: 510-784-5874:

- Monday through Friday, 9:00 a.m. to 5:00 p.m.

4. Service Delivery Sites See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

Chrysalis

- 3839, 3845, and 3847 Telegraph Avenue, Oakland, CA 94609

Cronin House

- 2595 Depot Road, Hayward, CA 94545
- 3210 62nd, Oakland, CA 94605 (Temporary approved site until Hayward site is repaired)

Contractor shall have and maintain valid Alcohol and Other Drug Program Certification and Licensure by DHCS with ASAM LOC designation as 3.1, 3.3, 3.5 and 3.2. Contractor shall not provide any services under ASAM LOC 3.2 until set-up of ACBH Reporting Unit(s) for these services.

Contractor shall have approval from DHCS to provide onsite Incidental Medical Services.

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications See Applicable Exhibit A Documents.

Contractor shall maintain the following minimum direct service positions:²

Chrysalis

- 1.00-Time Equivalent (FTE) LPHA
- 11.37 FTE SUD Counselors
- 1.00 FTE Adjunct Staff

² The positions shall be maintained at the specified level or higher of direct FTE staff.

Cronin House

- 3.72 Full-Time Equivalent (FTE) LPHA
- 13.19 FTE SUD Counselor
- 1.86 FTE Adjunct Staff

Contractor shall maintain at least one Licensed LPHA (at a minimum of 0.5 FTE) within this program.

IV. Contract Deliverables and Requirements

- A. Process Objectives** See Applicable Exhibit A Documents.
Contractor shall provide the following services/deliverables:

Chrysalis and Cronin House

Residential Process Measures	Units of Service
Unduplicated Clients Per Year	148
Average Daily Residential Treatment Slots: <ul style="list-style-type: none">• Chrysalis 13• Cronin 19	32

Contractor shall also provide MAT on an as-needed basis for clients.

- B. Quality Objectives** See Applicable Exhibit A Documents.
C. Impact Objectives See Applicable Exhibit A Documents.

- V. Reporting and Evaluation Requirements** See Applicable Exhibit A Documents.

- VI. Additional Requirements** See Applicable Exhibit A Documents.

EXHIBIT A – PROGRAM REQUIREMENTS (A-P): SUBSTANCE USE DISORDER (SUD) RESIDENTIAL TREATMENT (RES TX)

I. Program Name

Substance Use Disorder (SUD) Residential Treatment

II. Contracted Services¹

SUD Residential Treatment Programs, designated as follows:

- American Society of Addiction Medicine (ASAM) Level of Care (LOC) 3.1 (Clinically Managed Low-Intensity Residential Services); and
- ASAM LOC 3.5 (Clinically Managed High-Intensity Residential Services).

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall ensure operational effectiveness and efficiency in accordance with the following primary goals of the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver demonstration:

- Enhance client access to SUD treatment and the client experience of care (including quality, cultural responsiveness, engagement, and satisfaction);
- Provide high quality of care to improve the overall health and wellness of SUD clients;
- Strengthen care coordination with other systems of care, including primary care, mental health, and criminal justice;²
- Maintain responsibly-managed and value-focused operations while decreasing other system health care costs (e.g. reduced inpatient and emergency room use); and
- Enhance and develop a well-trained, effective, and sustainable SUD workforce.

Contractor shall provide services to assist clients in accomplishing the following goals:

- Establish and maintain recovery from substance use and attain stabilization, increase self-sufficiency, and improve quality of life;
- Develop cognitive and behavioral coping skills to prevent relapse;
- Adopt a voluntarily-maintained lifestyle characterized by sobriety, personal health, and good citizenship; and
- Reduce homelessness, utilization of crisis services, incarceration, and criminal justice recidivism associated with substance use.

¹ See all requirements specified in the Exhibit A-1: Standard Requirements, Exhibit A - Scope of Work (SOW), and other Exhibits attached to this Agreement.

² Criminal justice is a term that is inclusive of systems such as the Collaborative Courts, Jails/Prisons, Probation and Juvenile Justice.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to individuals who experience problems related to their substance use and/or abuse.

Contractor shall make it a priority to serve Alameda County residents who:

- Are eligible for Medi-Cal in Alameda County;
- Are pregnant women;
- Are intravenous drug users; and/or
- Are involved with the criminal justice system.

Contractor shall provide culturally and linguistically responsive services for all individuals in accordance with the Priority Population standards outlined in the Practice Standards, and have specially trained staff with experience and expertise in serving designated priority populations, including but not limited to those who are:

- Involved with the criminal justice system;
- Black/ African American;
- Latino; and
- Asian.

2. Referral Process to Program

Contractor shall only accept referrals from the Substance Use Access and Referral Helpline and a more limited group of designated ACBH-approved referral sources.³ Contractor shall have the capacity to accept three-way calls with the designated ACBH-approved referral sources. Through the three-way call:

- Contractor may build rapport with the client and discuss program structure and expectations;
- Contractor may not conduct additional screening/assessment of client that is duplicative of the screening/assessment conducted by these ACBH-approved referral sources;
- Contractor shall offer, to the best of their ability, an intake appointment within ten days of the initiation of the three-way call to fill the available bed; and
- Upon successful completion of the three-way call, Contractor shall maintain contact with the client for any intake appointment reminders and/or engagement needed.

Contractor shall not request that referral sources share potential clients screenings for review prior to scheduling an intake appointment.

For individuals who contact Contractor directly seeking access into Contractor's residential treatment program, Contractor shall provide contact information and

³ Other designated ACBH-approved referral sources include Cherry Hill, Criminal Justice Case Management (CJCM), and Alameda County Collaborative Court Services/Drug Court.

assist the individuals in calling the Substance Use Access and Referral Helpline for point of entry screening and referral into SUD residential treatment.

Referral documentation shall be received by the Contractor via Sharefile from the referral source/portal.

3. Program Eligibility

Contractor shall include in its policies, procedures, and practice, written admission and readmission criteria for determining individuals' eligibility and medical necessity for treatment. Contractor shall only provide ASAM LOC 3.1 and 3.5 services to individuals who:

- Are Alameda County residents;
- Meet diagnostic criteria for SUD treatment per the Diagnostic and Statistical Manual (DSM) and criteria for ASAM LOC 3.1 or 3.5;
- Are expected to benefit from the type of services being offered;
- Have been referred by the Substance Use Access and Referral Helpline or a more limited group of designated ACBH-approved referral sources;
- Are enrolled or eligible⁴ for Alameda County Medi-Cal, are indigent and/or have no other payor source;
- Are not under the care of a physician for active and contagious tuberculosis; and
- Have been authorized for services or are pending authorization for services by ACBH Utilization Management (UM).

4. Limitations of Service

Eligibility for ASAM LOC 3.1 and 3.5 SUD residential treatment services shall be limited as follows even if the client continues to meet the other stated eligibility requirements for this program:

- Clients 21 years of age and older shall receive continuous residential treatment services from one to 90 days with a 90-day maximum; unless medical necessity warrants a one-time extension of up to 30 days on an annual basis. Only two non-continuous regimens shall be authorized in a one-year (or 365-day) period.
- Clients 18 to 20 years of age shall receive residential treatment services from one to 30 days; unless medical necessity warrants an extension of up to 30 days. Clients with full-scope Medi-Cal who are eligible for services under Early Periodic Screening, Diagnosis and Treatment (EPSDT) may be eligible for a longer length of stay based on medically necessity. Only two non-continuous regimens shall be authorized in a one-year (or 365-day) period.

Contractor shall comply with ACBH UM requirements for authorization of services in accordance with the assessed clinical need for each client.

⁴ Contractor shall conduct follow-up towards ensuring that Medi-Cal applications are submitted within one week of intake for clients who are eligible for but not yet enrolled in Alameda County Medi-Cal.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

Contractor shall provide a non-institutional, 24-hour per day, seven days per week, non-medical, short-term residential program that provides a minimum of 20 hours per week of structured programming to each client. Contractor shall provide clients with room and board in conjunction with the structured therapeutic activities aimed at supporting clients in restoring, maintaining, and applying interpersonal and independent living skills, and accessing community support systems. Contractor's staff shall work collaboratively with clients to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Treatment plan goals may include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning in relation to the SUD, and engaging in continuing care. Contractor shall safely store all resident medication in accordance with ACBH requirements and may assist with client self-administration of medication.

Contractor shall provide the following components of SUD residential treatment services:

- Intake/assessment;
- Treatment planning;
- Individual and group counseling;⁵
- Patient education;
- Family therapy;
- Collateral services;
- Crisis intervention services;
- Transportation services (provision of or arrangement for transportation to and from medically-necessary treatment); and
- Discharge planning and coordination.

Contractor's Medical Director or a LPHA shall perform the initial medical necessity determination through a face-to-face review with a client or the intake counselor. Contractor's Medical Director or LPHA shall establish and document at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied by

⁵ Group counseling denotes face-to-face interaction in which one or more SUD counselors or LPHAs treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the clients served.

Contractor's diagnosing staff to determine placement into the appropriate level of care within Contractor's SUD residential program. Contractor's staff shall utilize ASAM criteria level of care considerations upon admission, during the course of treatment, and during discharge planning and coordination. Contractor shall provide services to stabilize clients and prepare them for step-down into an outpatient, intensive outpatient, or recovery support services level of care.

Contractor shall also provide the following DMC-ODS services:

- Verification that physical examination has occurred through receipt of documentation from another provider, through direct provision of this service, or documented as a goal in the client's treatment plan.
- Laboratory and collection services available onsite or through closely-coordinated referral.
- Case management services, which shall consist of the following:
 - Care Coordination: a structured approach plan that provides for seamless coordination of care for clients in DMC-ODS without disruptions to services.
 - Service Coordination: service to assist clients to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as appropriate for individual clients.
- Physician consultation services to assist DMC physicians by allowing them to seek expert advice from ACBH-approved addiction medicine physicians, addiction psychiatrists or clinical pharmacists when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

With 30-day notice from ACBH, Contractor may also provide recovery support services, as medically necessary, consisting of outpatient individual and group recovery counseling services, recovery monitoring and substance abuse assistance, recovery case management with education and job skills linkages, other needed supports, and ancillary services. Contractor shall provide clients with access to recovery support services after the clients complete a course of SUD treatment. Contractor's recovery support services shall be available when a client is triggered, has relapsed, or as a preventative measure to prevent relapse.

Contractor shall manage their own pending services list for clients awaiting residential placement with Contractor and provide interim services for clients that are pending treatment services, following the specified procedures developed by ACBH with input from SUD providers.

With 30-day notice from ACBH, Contractor shall utilize the county-created bed availability application, to convey timely bed status of ACBH-contracted beds (bed on hold for intake, bed occupied, bed open). Contractor shall adhere to guidelines provided by ACBH Operational Lead for SUD Residential Services regarding the use of the bed availability application, and attend trainings provided by ACBH at

least 15 days before Contactor is required to implement and utilize the bed availability application.

Contractor shall have policy and procedures in areas including, but not limited to: client intake; resident responsibilities; Medical Director Roles and Responsibilities and Code of Conduct; managing client relapse; emergency/crisis situations; medication safety, storage and management; schedules; meetings; conflict resolution; housing of transgender individuals; programmatic differences between ASAM SUD Residential LOCs; and smoking. All policies and procedures shall be submitted to ACBH Operational Lead for SUD Residential Services within three months of the contract start date, and Contractor shall work with ACBH to address any identified concerns within six months of the contract start date. Contractor shall ensure that emergency/crisis policies and procedures are prominently posted.

Contractor shall have the capacity to serve the needs of clients with complex needs, including but not limited to mental and physical health and/or comprehension and learning challenges, and shall coordinate with other community programs to meet client needs that fall outside of the scope of Contractor's staff.

Contractor shall maintain collaborations and close working relationships when relevant to the care of a specific client with systems including but not limited to the following to support client care:

- Other SUD treatment providers in the DMC-ODS continuum of care;
- ACBH-designated referral and care navigation sources for SUD, including the Substance Use Access and Referral Helpline and Cherry Hill;
- Criminal Justice Systems and partners;
- Mental Health Service Providers, including ACBH Acute Crisis Care and Evaluation for System-wide Services (ACCESS) and John George;
- Physical Health Service Providers; and
- Alameda County Care Connect.⁶

Additional Requirement for ASAM LOC 3.1

Contractor shall provide 24-hour structure with available trained personnel and at least five hours of clinical service per week.

Additional Requirement for ASAM LOC 3.5

Contractor shall provide 24-hour care with trained counselors for a minimum of at least six hours of clinical services per week,⁷ with additional hours if necessary based on client need, to stabilize multidimensional imminent danger.

⁶ AC Alameda Care Connect (<http://accareconnect.org/>) strives to support and promote increased coordination and effective, personalized care across all providers through systems improvements, while including the strength and support of the consumer's personal networks in the care planning.

⁷ Providers may claim for the minimum DHCS threshold of five hours of clinical service per client per week, and a minimum of 15 minutes of daily service activity (clinical or non-clinical) under the COVID-19 emergency per the [August 27, 2020 Memo from ACBH QA](#).

Additional Requirements for Clients with Criminal Justice Involvement

Contractor's services shall address the criminogenic needs of clients within the context of the SUD treatment. Contractor shall participate in Interdisciplinary Treatment Meetings facilitated by Alameda County Probation upon request.

Additional Requirements for AB109 Clients

Contractor shall actively coordinate with Alameda County AB109-contracted Criminal Justice Case Management (CJCM) and Alameda County Deputy Probation Officers (DPO) for case planning purposes at all stages of a client's treatment and in client transitions between levels of care. Contractor shall confirm with CJCM when the client has been admitted to the program.

2. Discharge Criteria and Process

No additional requirements.

3. Hours of Operation

Contractor shall maintain the following hours of operation:

- 24 hours per day, seven days per week.

Contractor shall have the capacity to accept three-way calls with designated ACBH-approved referral sources during regular intake hours.

4. Service Delivery Sites

Contractor shall provide all SUD residential treatment services within the licensed facility or facilities as specified in Exhibit A-SOW.

Contractor shall have and maintain valid Alcohol and Other Drug Program Certification and Licensure by DHCS with ASAM LOC designation as 3.1 and 3.5.

D. Minimum Staffing Qualifications

Contractor shall maintain the direct service staffing as specified in the Exhibit A-SOW.

Contractor shall ensure that 24-hour on-site supervision is maintained at the identified residential treatment facilities to support and promote recovery and prevent relapse.

Contractor shall notify the ACBH Program Contract Manager of any change in direct service FTE which are providing treatment services.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall deliver units of service as specified in Exhibit A-SOW.

Contractor shall also provide case management, physician consultation and recovery support services on an as-needed basis for clients.

Contractor shall provide services toward achieving the following process objectives:

Process Measures	Process Objectives
Percent of clients with open episodes who have received at least one service in the past 30 days	100%
Percent of clients with open episodes who have annual updates completed according to required timeframes	100%
Percent of prorated contracted units of service provided monthly	75-100%
Percent of business days (since initiation of bed tracking application) in which Contractor updates the bed tracking application at least once per day	100%
Percent of intake appointments that were scheduled via three-way call between client, referring portal and Contractor	At least 75%

B. Quality Objectives

Contractor shall provide services toward achieving the following quality objectives:

Quality Measures	Quality Objectives
Percent of clients screened as eligible for residential SUD treatment who have a first offered appointment within ten days of their initial request for services	At least 80%
Percent of clients screened as eligible for residential SUD treatment who have their first actual intake service within ten days of their initial request for services	At least 65%
Percent of eligible clients who stay for at least ten consecutive days after first intake service	At least 95%
Percent of clients who receive an ASAM LOC assessment no less often than every 30 days throughout the residential treatment episode	100%
Percent of clients who are discharged from residential treatment that have a follow up session in a lower level of care within seven days after discharge	At least 75%
Percent of clients discharged from residential treatment who have a follow-up session with a lower level of care within 30 days after discharge	At least 90%

C. Impact Objectives

Contractor shall work collaboratively with ACBH to develop benchmarks in the following areas: improved access to care and penetration rates for SUD treatment services, especially for priority populations that may not have been able to successfully access or engage SUD services in the past; increased abstinence and/or reduced substance use among clients served; increased drug-free social support among clients served; improved health and wellness among clients served; and successful program completion by clients or transition to a lower level of care as needed.

V. Reporting and Evaluation Requirements

No additional requirements.

VI. Additional Requirements

Contractor shall comply with any emerging requirements specified by DHCS.

EXHIBIT B: PAYMENT PROVISIONS

TERMS AND CONDITIONS OF PAYMENT (SUBSTANCE USE DISORDERS)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	Horizon Services, Incorporated
Contract Period	July 1, 2020 – June 30, 2021
Contract Maximum	\$9,779,477

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and ACBH) to this Contract shall abide by the terms of payment contained herein.

I. DEFINITIONS

A. Services

1. Nonresidential Programs: Outpatient, Intensive Outpatient, and Recovery Service Programs:
 - i. The unit of service for all DMC-ODS Waiver Programs is a 15-minute increment. The County will contract for these programs using per-minute rates to simplify calculations.
 - ii. Individual Service: includes intake, assessment, treatment planning, collateral services, discharge planning, crisis intervention, patient education, family therapy, medication-assisted treatment services, and case management for adults (also includes family contact, screening and engagement for adolescents).
 - iii. Group Services: A face-to-face contact in which one or more counselors/therapists treat a minimum of two and a maximum of twelve clients at the same time.
 - iv. Intensive Outpatient Service (IOS): A visit in which a client actively participates for a minimum number of hours per week as defined in the Exhibit A.
2. Prevention and Transition-to-Treatment Programs:
 - i. Unit of Service: The unit of service is equal to one staff hour of labor.
 - ii. Available Staff Hours: All hours in which staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
 - iii. Direct Staff Hours: The face-to-face time spent on an activity.
 - iv. Indirect Staff Hours: The time spent preparing for the activity, and travel to and from the activity site.
3. Residential and Recovery Residence Programs:
 - i. Residential Bed Day: A calendar day (12:01 a.m. to midnight) in which a client participates and resides in a program.
 - ii. Recovery Residence Bed Day: A calendar day (12:01 a.m. to midnight) in which a client resides in an alcohol and drug-free living environment.
 - iii. If a client participates in a program for more than one Resident Day, the following shall also apply: The calendar day of admission shall constitute a Resident Day, regardless of the time of admission. The calendar day of discharge shall not constitute as a Resident Day.
 - iv. Residential Detoxification Bed Day: When a client occupies a bed for more than three hours.

- v. A client admitted to a residential program more than once during any calendar day shall be counted as only one Residential Bed Day, one Recovery Residence Bed Day or one Residential Detoxification Bed Day.

B. General

1. Actual Net Cost: The total cost to Contractor for negotiated contracted services minus revenues received from all other payers.
2. All Other Payers: Applicable and appropriate payers other than ACBH.
3. Available Capacity: The total number of units of service that the Contractor makes available in the current fiscal year.
4. Available Staff Hours: All hours in which staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
5. Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life. These are not allowable as a direct cost and must be depreciated.
6. Client: Individual who receives services specified in this Contract (i.e. patient, consumer, partner, beneficiary etc.).
7. Drug Medi-Cal Program: State of California system wherein eligible beneficiaries receive covered services from Drug Medi-Cal certified substance use disorder treatment providers who are reimbursed for the services with Realignment funds and Federal Medicaid funds.
8. Federal Financial Participation (FFP): FFP provides federal Title XIX/Medi-Cal reimbursement for approved State programs providing substance use treatment.
9. Indirect Cost: cost that is not directly accountable to a cost object (such as a particular program or site). It may be either fixed or variable and can include administration, personnel and security costs.
10. Interim Cost Settlement: The Cost Settlement amount before and during any Federal, State, County or other funding source's audited review and appeals period.
11. Major Budget Expenditure Categories: Personnel Expenses, (such as salaries and benefits), and Operating Expenses.
12. Program Descriptions and scope of work for each program is defined in the Exhibit A. Each contracted program is represented in a separate column in Exhibit B-1: Funded Program Budget.
13. Slot: The capacity to provide treatment services to one individual. Total slots reflect the number of individuals a Contractor can serve at any given time.
14. Utilization: The total actual units of service provided.

II. BUDGET (Exhibits)

ACBH may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by ACBH for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the funded program budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Agency Composite Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)

A. Equipment Purchase

Purchase of items over \$5,000 requires prior written approval of the ACBH Fiscal Contract Manager. Equipment having a useful life of three or more years and with an acquisition cost over \$5,000 or more per unit must be capitalized and depreciated pursuant to 45 CFR §92.32¹. This provision applies to all programs with the exception of those Drug Medi-Cal Programs which are fully funded by Drug Medi-Cal.

B. Procurement of Fixed Assets

Programs funded with Drug Medi-Cal, a combination of State Realignment and Drug Medi-Cal or Federal Grant awards are subject to Federal Medicaid rules and must follow the Uniform Administrative Requirements pursuant to Cost Principles, Title 2, Subtitle A, Ch. II, Part 200, Subpart E² any qualifying fixed assets purchased with a per unit cost of \$500 and a minimum total cost of \$2,500 or greater must be capitalized and depreciated over the life of the asset. Computing devices such as laptops, tablets and smartphones do not meet the threshold requirements and are considered supplies §200.439³

C. Rent or Lease of Equipment or Facilities

Contractor shall not, without written approval of the ACBH Fiscal Contract Manager, rent or lease equipment or facilities from a parent organization or individual who is a "common owner" (as defined by the Centers for Medicare and Medicaid Services Provider Reimbursement Manual 15-1, Chapter 10, Paragraph 1002.2⁴)

III. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

1. Contract Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum specified above. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

2. Allowable Expenses

Costs incurred through this contract shall be reasonable and shall comply with all regulatory requirements and restrictions based on the funding source.

i. Indirect Cost Rate⁵:

ACBH shall accept the approved Indirect Cost Rate issued by the Federal Government, known as a "Non-Profit Rate Agreement". The effective period of the Non-Profit Rate Agreement must coincide with the term of this agreement. 2CFR §200.414 (c)(1)

ii. Non-Federally Funded Programs - Non-profit organizations without an established indirect cost rate with the Federal Government, who wish to claim reimbursement, must submit an Indirect Cost Rate Proposal (ICRP) based on the organization's consolidated operating budget to the ACBH Fiscal Contract Manager for approval. Indirect costs reimbursed by ACBH for programs with no federal funding shall not exceed fifteen percent (15%) of a program's Modified Total Direct Costs (MTDC) or the lowest corresponding percentage

¹ <https://www.govinfo.gov/content/pkg/CFR-2004-title45-vol1/pdf/CFR-2004-title45-vol1-sec92-32.pdf>

² <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>

³ https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6#se2.1.200_1439

⁴ <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021929>

⁵ <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-appIV.pdf>

of indirect costs reimbursed by any other funding sources or entities as reflected on the ICRP. Calculation of the program's MTDC should be based on guidance issued by the Office of Management and Budget (OMB) 2CFR §200.68, §200.412 – 200.415.

3. Salary Requirements and Cost Principles

i. Prevailing Minimum Wage Standards:

Contractor shall comply with all federal, state and local minimum wage standards.

ii. Restrictions on Salaries:

Contractor agrees that no part of any Federal funds, including but not limited to, Substance Abuse Prevention and Treatment Block Grant (SABG) funds provided under this Agreement shall be used by Contractor to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule published by the United States Office of Personnel Management.⁶

SABG funds used to pay salary in excess of the rate of basic pay for Level I Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with the SABG funds.

iii. Salary and Wage Cost Principles:

Standards for charging costs of personnel expenses shall be in accordance to Uniform Administrative Requirements pursuant to Cost Principles, Title 2, Part 200, Subpart E, §200.430 – 200.431⁷.

iv. Non-Drug Medi-Cal Funding:

Maximum Funding for Drug Medi-Cal and Non-Drug-Medi-Cal Funded Clients

Contractor shall not exceed the maximum allocation for Non Drug-Medi-Cal (Non DMC) funded clients if applicable and stipulated in Exhibit B-3.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from ACBH Fiscal Contract Manager of any variance of ten percent or greater between actual costs and approved budget costs in each program budget column for Personnel and/or Operating Expenses.⁸

2. Program Maximum Funding and Movement of Funds

Maximum allocations for each program are provided each year in the contract renewal package. Movement of funds between programs may be requested and must also follow the terms below.

i. Contract Awards Resulting from Request For Proposal (RFP)

Contractor shall implement new program(s) resulting from RFP award according to the budget and deliverables in Contractor's bid submission. Contractor shall not revise the budget or deliverables prior to program implementation without prior written consent from ACBH. Contractor may request changes during the first year after program implementation provided such changes will not result in a material difference in the scope of work awarded through the RFP. Contractor must submit these change requests in writing to their Fiscal and Program Contract Managers, and ACBH is ultimately responsible for reviewing and approving/denying all requested changes. Budget revision changes can be requested by Contractor after the first full year of program implementation. Requests must be submitted

⁶ <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>

⁷ [Part 200—Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#)

⁸ A singular or cumulative shift in excess of 10 percent of the amount within the budget category requires prior written approval from the Grantor. This is a common requirement for federal and state funding sources that the County also requires.

in writing to the Fiscal Contract Manager. If approved by ACBH, funding augmentations must be submitted to and approved by the Board of Supervisors prior to being added to the contract.

ii. **Exhibit B-1 Line Item Revisions**

Notwithstanding the requirement set forth in Section II.B Contractor must request written approval from ACBH Fiscal Contract Manager to request line item revisions of \$5,000 or more within a program, Contractor shall submit a revised Exhibit B-1: Funded Program Budget to the ACBH Fiscal Contract Manager with detailed written justifications for revisions of \$5,000 or more in any one line-item, including the Expense Detail forms in Exhibit B-1.

Revisions to Exhibit B-1: Funded Program Budget in excess of \$5,000 in any one line-item are subject to approval by ACBH Fiscal Contract Manager.

3. **Cost of Living Adjustment (COLA)**

COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year.

4. **Available Resources**

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact the ACBH dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, ACBH shall notify Contractor at least thirty (30) days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement at the end of the term of this agreement between ACBH and Contractor will be considered an interim settlement until all Federal, State, and County audits and appeals have been completed.

Contractor shall account for each program separately and provide specific cost centers and audit trails for each program and service site per the cost report instructions set forth by the California Department of Health Care Services and ACBH.

Rate of reimbursement may be subject to renegotiation after ACBH review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

1. **Actual Cost Reimbursement Method**

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources up to the Contract Maximum.

2. Provisional Rate Reimbursement Method

Unless otherwise approved in writing by ACBH, ACBH will base Contractor's final reimbursement on actual cost per unit (CPU) of service up to the County Contract Maximum Rate (CCMR), less any applicable revenues collected from all other payers, or Contractor's usual and customary charges during the contract period subject to the maximum program funding amount.

Contractors final reimbursement is subject to the maximum allowable CPU of service limitations established and subject to revision by the State of California. Should Contractor's actual CPU unit of service exceed the State's maximum allowable CPU of service, Contractor's reimbursable cost will be reduced to the limits mandated by the State.

For providers with two or more programs, in the event that the net reimbursable cost for any single program is less than the program maximum funding allocation, ACBH may apply or move the underutilized funding to provider's other programs whose net costs have exceeded the maximum funding allocation, as long as the movement of funding does not:

- i. Impact the amount of required County match; and/or
- ii. Move services between age-based Systems of Care (i.e., Adolescent, Adults, and/or
- iii. Move services between different service modalities (i.e. outpatient versus residential); and/or
- iv. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
- v. Impact a categorical allocation and/or funding stream for a particular program/RU including but not limited to grants, CalWORKs; and/or
- vi. Shift funds between programs/RUs that have a different method of reimbursement such as provisional rate, negotiated rate or actual cost; and/or
- vii. Result in a program expansion of greater than 25 percent for the smaller program/RU when there is a funds transfer from a larger program/RU into a smaller program/RU; and/or
- viii. Cause a cumulative transfer of funds from numerous programs/RUs to be greater than 20 percent of the total contract allocation during the contract term.

3. Final Reimbursement

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within 60 calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by ACBH.

4. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved in writing

by ACBH. ACBH may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

ACBH may withhold payments to Contractor due to one or more of the following conditions:

1. Contractor Non-Compliance Sanction Policy

If ACBH determines that Contractor is not in compliance with any provisions of this Contract, ACBH will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly claim if the identified issue is not remedied within the timeline specified in the notice of non-compliance. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Contractor non-compliance includes failure to comply with County, State, and Federal requirements and/or failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Contract Renewal documents, Quarterly Financials, Year-End Cost Reports, cost data, audits, lapse of insurance, or other information required for contract administration, monitoring and/or renewal.

ACBH may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until ACBH deems Contractor in compliance with the Contract.

2. Disallowances

ACBH may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Drug Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by ACBH.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County is not required to, or does not, indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, ACBH may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by ACBH.

4. Overpayments, Reporting and Recovery

- i. Contractor shall notify their ACBH Fiscal Contract Manager in writing immediately or within ten calendar days of receipt of an overpayment made to Contractor from the County (including overpayments due to fraud), with an explanation of the reason for the overpayment. Contractor shall return any overpayment to the County within 60 calendar days of discovery of the overpayment.

- ii. When an audit or review performed by the County, State, Federal Government, or any other authorized agency discloses that Contractor has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, Contractor covenants that any such overpayment or excess payments over liability may be recouped by the County via withholding the amount due from future payments, seeking recovery by payment from Contractor, or a combination of these two methods.

IV. INVOICING PROCEDURES

Contractor shall comply with the following invoicing procedures:

A. Monthly — Claim Service Report

Contractor shall use the most current Claim Form Template provided to them by their ACBH Fiscal Contract Manager. Contractor shall submit a claim (invoice, request for reimbursement) for services rendered each service month, with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Contractor shall submit claims by the tenth calendar day of the month following the service month. Monthly claims submitted after the twentieth calendar day of the month following the service month, or multiple claims held by the provider and submitted to ACBH simultaneously, may result in claim repayment being delayed. Claims submitted late may be reimbursed during the year-end cost settlement process, at ACBH's sole discretion.

Contractor shall submit one original signed claim, with appropriate attachments (such as PSP 131 reports or other approved expense backup documentation) to ACBH Fiscal Contract Manager. The following requirements apply to such monthly claims:

B. Claim Attachments

1. For programs with Reporting Units (RUs): Contractor shall attach the corresponding PSP (Poolman, Shih and Platton) 131 report to the monthly claim. Contractor shall complete the input of all required data into the system designated by ACBH IS according to the written data entry procedures specified by ACBH IS as stated in the Exhibit A to be eligible for timely claim payment.
2. For prevention programs that input data into the California Outcomes Measurement System (CalOMS): Contractor shall also attach the corresponding CalOMS Staff Hour Summary Report with Contractor's monthly claim, in addition to one of the additional backup documentation reports required.
3. For other programs: Contractor shall attach the Trial Balance from the organization's financial accounting system, or the ACBH Prevention Program Claim Report Attachment form with the Contractor's monthly claim report.
4. For programs paid at actual line-item cost, Contractor's invoices shall reflect cost savings in the event that there are budgeted positions are vacant.

Monthly reimbursement shall not exceed the monthly pro rata of the annual Contract Maximum amount reflected in the Exhibit B: Payment Provisions unless the following conditions are met:

Contractor must submit a written request to exceed the monthly pro rata to the ACBH Fiscal Contract Manager which demonstrates the Contractor's prior month's payments were less than the

monthly pro rata and that savings are being applied to documented costs in excess of the pro rata. Authorization to exceed the monthly pro rata is subject to ACBH' approval.

C. Reimbursement Payments Made on a Provisional Rate

Should Contractor's provisional payments be in excess of actual net costs reported at the close of each Quarterly or Year-End Cost Report period, ACBH, may at its sole discretion, withhold any excess payment from Contractor's subsequent claim.

Should Contractor's provisional payments be less than ninety-five percent of the actual net costs reported at the close of each Quarterly or Year-End Cost Report period, Contractor may request from their ACBH Fiscal Contract Manager to augment the provisional payments up to the actual net costs.

Authorization to exceed the monthly pro rata is subject to ACBH's approval.

D. Reimbursement of Claims After End of Contract Term

Contractor shall submit all claims for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All claims submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBH.

E. Cash Advance

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on ACBH' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

The repayment method requested is subject to ACBH approval. ACBH may make repayment adjustments or demand full repayment at any time to ensure service levels, contract compliance and adequate reimbursement, including suspending payment of invoices until repayment is satisfied.

V. FUNDING AND REPORTING REQUIREMENTS

Contractor shall comply with the following funding and reporting requirements:

A. Financial Reports — Quarterly Financial Reports

Contractor shall provide ACBH with three detailed Quarterly Financial Reports (expenditure and revenue reports) of actual costs and revenues applicable to each program reflected in Exhibit B-1:

Funded Program Budget. Contractor shall submit Quarterly Financial Reports in the most current template provided by ACBH to their ACBH Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1st Quarterly Financial Report	July 1–September 30	October 31
2nd Quarterly Financial Report	October 1–December 31	January 31
3rd Quarterly Financial Report	January 1–March 31	April 30

Quarterly Financial Reports not received within 15 calendar days after the Due Dates above will result in a hold of all provider claims for payment until satisfactory reports are received.

B. Financial Reports — Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format and by the due date issued by ACBH. Contractor shall submit a separate Year-End Cost Report for each program and site contained in this Contract. Year-End Cost Reports not received within 15 calendar days after the due date issued by ACBH will result in a hold of all provider invoices for payment until a satisfactory report is received.

Excess Fees: In the event Contractor has participant-generated fees (e.g. public benefits and/or other payer sources, such as food stamps) which are unexpended as of June 30, Contractor must include these fees as “Revenue” in the Year-End Cost Report’s revenue section. These funds cannot be held by the provider and applied to subsequent fiscal years.

Indirect Cost Rate Report: Contractor shall submit a final Indirect Cost Rate Report with the Year-End Cost Report, which shall include all of the following:

- Line-item detail showing actual indirect costs; and
- A worksheet showing the allocation of the indirect costs to each direct service program.

VI. ADDITIONAL TERMS AND CONDITIONS OF PAYMENT

A. Revenue Enhancement

ACBH may establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement within 30 days from ACBH notice.

1. Federal Financial Participation (FFP)

For Contractor’s with FFP, in order for Contractor to be reimbursed up to the program maximum amount, Contractor must earn a minimum of Drug Medi-Cal FFP. If year-end FFP

revenue is less than the minimum, the revenue shortfall may be deducted from the Program Maximum Amount.

ACBH may apply any excess FFP earned in Contractor's program to another program within this Contract whose FFP is below the required amount.

ACBH may waive this provision in the event that the cost for each unit of service is less than maximum rate of reimbursement specified.

Future contract allocations may be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to Federal, State and local insurance revenue maintenance or enhancement within 30 days from ACBH's notice. ACBH shall provide Contractor with specific information on how to operationalize any new procedures. For services provided under this Contract, Contractor must bill for said services to any third party payer and/or for share-of-cost Drug Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of the Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. This applies only for services covered by such third-party payers and/or Share-of-Cost Drug Medi-Cal.

2. Medi-Cal Funding Provisions

Contractor shall comply with Federal and State laws requiring Medi-Cal members to report Other Health Coverage (OHC) and share of cost to ensure Medi-Cal is the payer of last resort (California Welfare and Institutions Code, Section 14124.90⁹). Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third-party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. ACBH will provide test claim reports for all Medi-Cal billable services prior to submission to the State. In the event ACBH receives notification of services denied by the State for any Medi-Cal claims submitted for reimbursement, a notice of the denial of claim(s) will be communicated to Contractor via a Denied Correction Report. Contractor shall research the DCR and submit a response on the DCR to ACBH to include any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter. Upon research by the Contractor, if the DCR is due to input or entry errors, Contractor to submit the DCR response to ACBH and follow Claims Correction Form guidance located on ACBH Provider website: <http://www.acbhcs.org/providers/Forms/Forms.htm#CCF>.

⁹ <https://www.dhcs.ca.gov/services/Pages/OHCResources.aspx>

B. Contract or Program Termination

1. Notice of Termination

In the event of termination of this Contract or a program within this Contract;

- i. If initiated by Contractor, Contractor shall provide written notice to ACBH Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- ii. If initiated by ACBH, ACBH Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

2. Contractor Responsibility

Upon notice of a Contract or program termination, Contractor shall do the following:

- i. Immediately eliminate all new costs and expenses under this Contract or program.
- ii. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to ACBH upon written request from ACBH.
- iii. Promptly submit a written report of all information necessary for the reimbursement of any outstanding claims and/or continuing costs to their ACBH Fiscal Contract Manager.
- iv. Surrender all fiscal records to ACBH, if requested by ACBH.

For a Contract termination, Contractor must complete a Cost Report within thirty (30) calendar days of receipt of the Cost Report template from ACBH.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH' receipt of Contractor's notice of termination, within the contract maximum.

C. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared: 2/9/2021

	Program 1	Program 2	Program 3	Program 4	Program 5
Modality>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
RU(s)>>>	A002K0 A002U0 A002L0 A002V0	0178KF 0178UF 0178LF 0178VF 0178KJ 0178UJ	NA	NA	NA
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
PERSONNEL EXPENSES:	412,242	585,723	197,790	14,995	63,926
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	302	504	100	10	15
Maintenance - Equipment	950	2,404	500	100	257
Medical, Dental, Pharm. Supplies	1,600	2,500			
Membership Dues	750	696	450	20	70
Rent and Lease Equipment	4,487	5,723	2,723	863	1,010
Clothing and Personal Supplies					
Food	3,000	3,000	1,250	1,485	650
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	6,214	6,294	1,620	1,992	1,313
Operating Expenses:					
Communications	8,038	10,788	4,270	250	1,921
Depreciation - Structures and Improvements	1,711		1,000	50	279
Household Expenses					
Insurance	2,217	2,828	2,014	106	617
Interest Expense	619	250	50	3	5
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	3,950	6,267	1,000	100	341
Miscellaneous*	-	-	-	-	-
Office Expense	18,828	19,400	8,941	1,907	2,253
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	71,876	71,610	26,251	6,973	14,068
Taxes and Licenses	1,000	2,002	310		58
Drug Screening and Other Testing	4,500	2,000			
Utilities	58	50	500		250
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	8,500	7,500	1,080	-	698
Transportation:					
Local Transportation	8,000	15,287	5,000	2,451	3,099
Travel*	1,362	1,362	-	-	-
Gas, Oil & Maintenance - Vehicles					
Rents & Leases - Vehicles					
Depreciation - Vehicles					
Other Costs:					

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No:

510-727-8839

Prepared By:

Lusine Ghevondyan

Date Prepared:

2/9/2021

	Program 1	Program 2	Program 3	Program 4	Program 5
Modality>>>	OS/IOS/RecSup	OS/IOS/RecSup	Primary Prevention	Primary Prevention	Transition to Treatment
RU(s)>>>	A002K0 A002U0 A002L0 A002V0	0178KF 0178UF 0178LF 0178VF 0178KJ 0178UJ	NA	NA	NA
Program Name (if applic)>>>	Project Eden Pleasanton	Project Eden Hayward	Project Eden	Friday Night Live	Project Eden
Population>>>	Adult	Adolescent	Adolescent	Adolescent	Adolescent
Administrative Indirect Costs*	84,030	111,928	38,223	4,695	13,623
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	15.00%
Total - Operating Expenses:	231,992	272,393	95,282	21,005	40,527
GROSS COST:	644,234	858,116	293,072	36,000	104,453
	560,204	746,188	254,849	31,305	90,830
REVENUE:					
Insurance & Medicare					
Contracts & Grants			25,000	6,000	20,000
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	25,000	6,000	20,000
NET COST:	\$ 644,234	\$ 858,116	\$ 268,072	\$ 30,000	\$ 84,453

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name:

Horizon Services, Inc.

Telephone No: 510-727-8839

Lusine Ghevondyan

Date Prepared: 2/9/2021

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	#N/A	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
OPERATING EXPENSES:					
Equipment, Materials and Supplies:					
Depreciation - Equipment	1,813	1,500	4,200	3,513	
Maintenance - Equipment	1,446	600	2,500	3,253	
Medical, Dental, Pharm. Supplies	13,500	2,800	3,000	9,294	
Membership Dues	932	1,284	6,000	1,533	
Rent and Lease Equipment	8,019	9,204	13,656	9,480	
Clothing and Personal Supplies					
Food	49,180	31,000	30,000	41,822	
Laundry Services and Supplies					
Small Tools and Instruments					
Training*	7,033	7,641	8,338	9,673	-
Operating Expenses:					
Communications	15,530	16,326	29,400	23,131	
Depreciation - Structures and Improvements					
Household Expenses	20,733	19,750	16,000	18,123	
Insurance	13,342	15,825	12,250	13,387	
Interest Expense		2,002	1,250	2,649	
Lease Property Maintenance, Structures, Improvements and Grounds					
Maintenance - Structures, Improvements and Grounds	145	150	10,000	9,294	
Miscellaneous*	-	-	600	-	-
Office Expense	15,434	12,345	19,240	22,020	
Publications and Legal Notices					
Rents & Leases - Land, Structure and Improvements	964	1,000	500	54,090	
Taxes and Licenses	5,497	1,000	12,000	7,435	
Drug Screening and Other Testing	964	250	1,000	2,323	
Utilities	3,375		39,292	51,116	
Prof. & Spec. Services:					
Pharmaceutical					
Professional & Specialized Services*	61,518	16,985	33,300	36,990	-
Transportation:					
Local Transportation	17,103	13,000	7,500	6,506	
Travel*	1,302	1,350	2,700	2,509	-
Gas, Oil & Maintenance - Vehicles	2,507	985	2,000	1,859	
Rents & Leases - Vehicles					
Depreciation - Vehicles		6,780		4,952	
Other Costs:					
Administrative Indirect Costs*	272,767	272,757	208,183	276,022	-
Indirect Cost % (15% CAP)	15.00%	15.00%	15.00%	15.00%	#DIV/0!

Annual (12 mos.) Budget: Exhibit B-1

(Prorations, if applicable, will be done at time of contract)

Contractor Name: **Horizon Services, Inc.** Telephone No: 510-727-8839
 Lusine Ghevondyan Date Prepared: 2/9/2021

	Program 6	Program 7	Program 8	Program 9	Program 10
Modality>>>	Residential (Adult)	Other	Residential (Adult)	Residential (Adult)	
RU(s)>>>	8118S0	811810	01HQM0 01HQN0 01HQQ0	A005M0 A005N0 A005Q0	
Program Name (if applic)>>>	Cherry Hill Residential Detox	Cherry Hill Sobering Station	Chrysalis	Cronin House	
Population>>>	Adult	#N/A	Adult	Adult	#N/A
PERSONNEL EXPENSES:	1,578,111	1,656,605	1,133,162	1,505,200	-
Total - Operating Expenses:	513,104	434,534	462,909	610,974	-
GROSS COST:	2,091,215	2,091,139	1,596,071	2,116,174	-
	1,818,448	1,818,382	1,387,888	1,840,152	-
REVENUE:					
Insurance & Medicare					
Contracts & Grants					
(Type in Other Source Here)					
(Type in Other Source Here)					
Fund Raising					
Total - Revenue:	-	-	-	-	-
NET COST:	2,091,215	2,091,139	1,596,071	2,116,174	-

Program Name	Program 1		Program 2		Program 3		Program 4		Program 5	
	Project Eden Pleasanton		Project Eden Hayward		Project Eden		Friday Night Live		Project Eden	
	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)
TRAINING	Training - all staff	\$ 2,929	Training - all staff	\$ 2,985	Training - all staff	\$ 820	Training - all staff	\$ 192	Training - all staff	\$ 625
	Training - SUD counselor skills	\$ 2,058	Training - SUD counselor skills	\$ 2,179	Training - SUD counselor skills	\$ 400	Training - SUD counselor skills	\$ 150	Training - SUD counselor skills	\$ 444
	Management Training	\$ 1,227	Management Training	\$ 1,130	Management Training	\$ 400	Management Training	\$ 1,650	Management Training	\$ 244
	Training - TOTAL	\$ 6,214	Training - TOTAL	\$ 6,294	Training - TOTAL	\$ 1,620	Training - TOTAL	\$ 1,992	Training - TOTAL	\$ 1,313
MISCELLANEOUS		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -
PROF & SPEC SVCS	Medical Director	\$ 8,500	Medical Director	\$ 7,500	Sys Aid	\$ 1,080		\$ -	Sys Aid	\$ 300
		\$ -		\$ -		\$ -		\$ -	Server back up	\$ 398
		\$ -		\$ -		\$ -		\$ -		\$ -
	Prof & Spec Svcs - TOTAL	\$ 8,500	Prof & Spec Svcs - TOTAL	\$ 7,500	Prof & Spec Svcs - TOTAL	\$ 1,080	Prof & Spec Svcs - TOTAL	\$ -	Prof & Spec Svcs - TOTAL	\$ 698
TRAVEL	SUD conference travel	\$ 1,362	SUD conference travel	\$ 1,362		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
	Travel - TOTAL	\$ 1,362	Travel - TOTAL	\$ 1,362	Travel - TOTAL	\$ -	Travel - TOTAL	\$ -	Travel - TOTAL	\$ -
ADMIN. INDIRECT	Other	\$ 1,465	Other	\$ 1,652	Other	\$ 180	Other	\$ 42	Admin. Indirect - TOTAL	\$ 118
	Personnel	\$ 65,313	Personnel	\$ 86,996	Personnel	\$ 29,161	Personnel	\$ 3,649	Personnel	\$ 10,589
	Office, Maintenance , Utilities, M	\$ 2,904	Office, Maintenance , Utilities, M	\$ 4,168	Office, Maintenance , Utilities, M	\$ 1,796	Office, Maintenance , Utilities, M	\$ 203	Office, Maintenance , Utilities, M	\$ 590
	Communication	\$ 2,364	Communication	\$ 3,149	Communication	\$ 1,168	Communication	\$ 132	Communication	\$ 383
	Professional	\$ 5,734	Professional	\$ 7,638	Professional	\$ 2,832	Professional	\$ 320	Professional	\$ 930
	Rent	\$ 6,250	Rent	\$ 8,325	Rent	\$ 3,086	Rent	\$ 349	Rent	\$ 1,013
	Admin. Indirect - TOTAL	\$ 84,030	Admin. Indirect - TOTAL	\$ 111,928	Admin. Indirect - TOTAL	\$ 38,223	Admin. Indirect - TOTAL	\$ 4,695	Admin. Indirect - TOTAL	\$ 13,623

Program Name	Program 6		Program 7		Program 8		Program 9		Program 10	
	Cherry Hill Residential Detox		Cherry Hill Sobering Station		Chrysalis		Cronin House		0	
	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)	Description/Explanation	Amount(s)
TRAINING	Training - all staff	\$ 5,040	Training - all staff	\$ 5,575	Training - all staff	\$ 4,204	Training - all staff	\$ 5,832		\$ -
	Training - SUD counselor skills	\$ 1,430	Training - SUD counselor skills	\$ 1,483	Training - SUD counselor skills	\$ 2,967	Training - SUD counselor skills	\$ 2,757		\$ -
	Management Training	\$ 563	Management Training	\$ 583	Management Training	\$ 1,167	Management Training	\$ 1,084		\$ -
	Training - TOTAL	\$ 7,033	Training - TOTAL	\$ 7,641	Training - TOTAL	\$ 8,338	Training - TOTAL	\$ 9,673	Training - TOTAL	\$ -
MISCELLANEOU		\$ -		\$ -	Recreation/client graduation priz	\$ 600		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ 600	Miscellaneous - TOTAL	\$ -	Miscellaneous - TOTAL	\$ -
PROF & SPEC SVCS	Welligent	\$ 19,036	Welligent	\$ 16,500	Medical doctor	\$ 30,000	Medical doctor	\$ 36,000		\$ -
	Legal fees	\$ 482	Legal fees	\$ 485	Clinical Supervision	\$ 3,000	SysAid	\$ 990		\$ -
	Dr. O'Neil	\$ 42,000		\$ -	Sys Aid	\$ 300		\$ -		\$ -
	Prof & Spec Svcs - TOTAL	\$ 61,518	Prof & Spec Svcs - TOTAL	\$ 16,985	Prof & Spec Svcs - TOTAL	\$ 33,300	Prof & Spec Svcs - TOTAL	\$ 36,990	Prof & Spec Svcs - TOTAL	\$ -
TRAVEL	SUD conference travel	\$ 1,302	SUD conference travel	\$ 1,350	SUD conference travel	\$ 2,700	SUD conference travel	\$ 2,509		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -		\$ -
	Travel - TOTAL	\$ 1,302	Travel - TOTAL	\$ 1,350	Travel - TOTAL	\$ 2,700	Travel - TOTAL	\$ 2,509	Travel - TOTAL	\$ -
ADMIN. INDIRECT	Other	\$ 7,099	Other	\$ 2,378	Other	\$ 1,815	Other	\$ 2,405		\$ -
	Personnel	\$ 207,250	Personnel	\$ 211,998	Personnel	\$ 161,808	Personnel	\$ 214,536		\$ -
	Office, Maintenance , Utilities, M	\$ 12,910	Office, Maintenance , Utilities, M	\$ 11,808	Office, Maintenance , Utilities, M	\$ 9,013	Office, Maintenance , Utilities, M	\$ 11,950		\$ -
	Communication	\$ 7,497	Communication	\$ 7,673	Communication	\$ 5,856	Communication	\$ 7,765		\$ -
	Professional	\$ 18,188	Professional	\$ 18,613	Professional	\$ 14,207	Professional	\$ 18,836		\$ -
	Rent	\$ 19,823	Rent	\$ 20,287	Rent	\$ 15,484	Rent	\$ 20,530		\$ -
	Admin. Indirect - TOTAL	\$ 272,767	Admin. Indirect - TOTAL	\$ 272,757	Admin. Indirect - TOTAL	\$ 208,183	Admin. Indirect - TOTAL	\$ 276,022	Admin. Indirect - TOTAL	\$ -

Contractor Name:

Horizon Services, Inc.

Position Title	Staff Name	Treatment Credential	Annualized Salary	TOTAL % FTE
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL FTE / SALARIES				16.69

EMPLOYEE FRINGE BENEFITS

Social Security
Unemployment Insurance
Health Insurance
Workmen's Comp
Other (Specify)
Total Employee Fringe Benefits

Total Personnel Expenses

Program 1			
OS/IOS/RecSup			
Project Eden Pleasanton			
Status	No. of Months	% FTE**	Salary
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		5.22	316,979
0.50	0.37	4.35	< FTE Split
9.57%	7.13%	83.30%	< FTE/Total FTE
29,120	42,211	245,648	< Salaries Split
Admin	Super-visor	Direct Client Svcs	
Total LPHA FTE:		0.55	
Total SUD Counselor FTE:		3.85	
% of Fringes	25.45%		24,249
% of Fringes	4.99%		4,755
% of Fringes	57.30%		54,585
% of Fringes	1.78%		1,697
% of Fringes	10.47%		9,977
% of Salaries	30.05%		95,263
Admin S + EB	9.19%		37,872
			412,242

Program 2			
OS/IOS/RecSup			
Project Eden Hayward			
Status	No. of Months	% FTE**	Salary
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		7.52	450,371
0.50	0.52	6.50	< FTE Split
6.65%	6.95%	86.40%	< FTE/Total FTE
29,120	59,331	361,920	< Salaries Split
Admin	Super-visor	Direct Client Svcs	
Total LPHA FTE:		0.57	
Total SUD Counselor FTE:		6.00	
% of Fringes	25.45%		34,453
% of Fringes	4.99%		6,756
% of Fringes	57.30%		77,556
% of Fringes	1.78%		2,411
% of Fringes	10.47%		14,176
% of Salaries	30.05%		135,352
Admin S + EB	6.47%		37,872
			585,723

Total Program Admin Costs:
Total Program Admin - Percent of Net Cost:

121,902
18.92%

149,799
17.46%

Personnel Expenses

Exhibit B-1

Contractor Name:

Horizon Services, Inc.

					Program 3				Program 4				Program 5			
					Primary Prevention				Primary Prevention				Transition to Treatment			
					Project Eden				Friday Night Live				Project Eden			
Position Title	Staff Name	Treatment Credential	Annualized Salary	TOTAL % FTE	Status	No. of Months	% FTE**	Salary	Status	No. of Months	% FTE**	Salary	Status	No. of Months	% FTE**	Salary
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
				-			-				-				-	
TOTAL FTE / SALARIES				16.69			2.84	151,544			0.21	11,526			0.90	49,136
					-	0.26	2.58	< FTE Split	-	0.02	0.19	< FTE Split	-	0.09	0.81	< FTE Split
					0.00%	9.17%	90.83%	< FTE/Total FTE	0.00%	9.90%	90.10%	< FTE/Total FTE	0.00%	9.90%	90.10%	< FTE/Total FTE
					-	29,464	122,080	< Salaries Split	-	2,367	9,159	< Salaries Split	-	10,091	39,045	< Salaries Split
					Admin	Super-visor	Direct Client Svcs		Admin	Super-visor	Direct Client Svcs		Admin	Super-visor	Direct Client Svcs	
					Total LPHA FTE:		0.02		Total LPHA FTE:		0.00		Total LPHA FTE:		0.01	
					Total SUD Counselor FTE:		2.58		Total SUD Counselor FTE:		0.19		Total SUD Counselor FTE:		0.81	
EMPLOYEE FRINGE BENEFITS																
Social Security					% of Fringes		25.41%	11,752	% of Fringes		25.41%	882	% of Fringes		25.42%	3,759
Unemployment Insurance					% of Fringes		4.98%	2,304	% of Fringes		4.97%	173	% of Fringes		4.98%	737
Health Insurance					% of Fringes		56.36%	26,066	% of Fringes		56.36%	1,955	% of Fringes		56.36%	8,336
Workmen's Comp					% of Fringes		1.95%	902	% of Fringes		1.96%	68	% of Fringes		1.95%	288
Other (Specify)					% of Fringes		11.29%	5,222	% of Fringes		11.30%	392	% of Fringes		11.29%	1,670
Total Employee Fringe Benefits					% of Salaries		30.52%	46,246	% of Salaries		30.10%	3,469	% of Salaries		30.10%	14,790
					Admin S + EB		0.00%	-	Admin S + EB		0.00%	-	Admin S + EB		0.00%	-
Total Personnel Expenses								197,790				14,995				63,926
					Total Program Admin Costs:			38,223	Total Program Admin Costs:			4,695	Total Program Admin Costs:			13,623
					Total Program Admin - Percent of Net Cost:			14.26%	Total Program Admin - Percent of Net Cost:			15.65%	Total Program Admin - Percent of Net Cost:			16.13%

EXHIBIT B-2 AGENCY COMPOSITE BUDGET

REVENUE / EXPENSE SUMMARY

CONTRACTOR:

HORIZON SERVICES, INC.

PERIOD: 07/01/2020 - 06/30/2021

SOURCE OF FUNDS

APPROPRIATION REQUIREMENTS

REVENUE CATEGORIES	TOTAL	SALARIES & BENEFITS	SERVICES & SUPPLIES	FIXED ASSETS
COUNTY ALLOCATED FUNDS				
A. SUBSTANCE USE DISORDER	9,779,477	7,096,756	2,682,721	
B. MENTAL HEALTH	-			
C. PUBLIC HEALTH	-			
D. OTHER	-			
SPECIFY	-			
	-			
	-			
COUNTY ALLOCATED FUNDS TOTAL	9,779,477	7,096,756	2,682,721	-
OTHER SOURCE OF FUNDS				
A. FEDERAL	-			
B. STATE	-			
C. CITY	-			
D. PARTICIPANT RELATED REVENUE	-			
E. PRIVATE	-			
F. MISCELLANEOUS / OTHER	-			
OTHER SOURCE OF FUNDS TOTAL	-	-	-	-
GRAND TOTAL	9,779,477	7,096,756	2,682,721	-

EXHIBIT B-3 METHOD AND RATE OF REIMBURSEMENT

FY 20-21

Provider Name:

Horizon Services, Inc.

Program	DMC #	Service	Maximum Funding	Reimbursement Method	Deliverables	Units of Service	Rate
Project Eden Pleasanton (Adult) ⁽¹⁾	01FT						
Outpatient Services		Case Management	\$644,234	Provisional Rate	Minute	1,710	\$5.36
		Physician Consultation		Provisional Rate	Minute	316	\$24.42
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	39,828	\$6.68
		Recovery Services		Provisional Rate	Minute	578	\$4.88
Intensive Outpatient		Case Management		Provisional Rate	Minute	2,309	\$5.36
		Physician Consultation		Provisional Rate	Minute	198	\$24.42
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	43,269	\$7.30
		Recovery Services		Provisional Rate	Minute	5,205	\$4.88
Project Eden - Hayward (Adolescent) ⁽¹⁾	0178						
Outpatient Services		Case Management	\$858,116	Provisional Rate	Minute	1,343	\$5.36
		Physician Consultation		Provisional Rate	Minute	457	\$24.42
		All other ASAM 1.0 Level OS		Provisional Rate	Minute	61,304	\$6.68
		Recovery Services		Provisional Rate	Minute	5,832	\$4.88
Intensive Outpatient		Case Management		Provisional Rate	Minute	4,028	\$5.36
		Physician Consultation		Provisional Rate	Minute	152	\$24.42
		All other ASAM 2.1 Level IOS		Provisional Rate	Minute	48,115	\$7.30
		Recovery Services		Provisional Rate	Minute	5,173	\$4.88
Outreach & Engagement ⁽²⁾				Actual Cost			
Primary Prevention (Project Eden)		Service/Activity Duration Hours	\$268,072	Actual Cost	Hours	2,675	NA
		Direct Staff Hours		Actual Cost	Hours	3,176	NA
		Indirect Staff Hours		Actual Cost	Hours	453	NA
Primary Prevention Friday Night Live (FNL)		Service/Activity Duration Hours	\$30,000	Actual Cost	Hours	268	NA
		Direct Staff Hours		Actual Cost	Hours	268	NA
		Indirect Staff Hours		Actual Cost	Hours	57	NA
Transition to Treatment		Service/Activity Duration Hours	\$84,453	Actual Cost	Hours	1200	NA
		Direct Staff Hours		Actual Cost	Hours	1330	NA
Cherry Hill	01IL						
Residential Detoxification		ASAM 3.2	\$2,091,215	Provisional Rate	Bed Days		\$335.95
		Admin Day/Respite			Bed Days		\$201.56
		Case Management/NMN Assessment ⁽³⁾			Minutes		\$4.54
		Physician Consultation			Minutes		\$12.20
Sobering Station		Detoxification Services	\$2,091,139	Provisional Rate	Bed Days	4,871	\$429.27

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <p style="text-align: center;">- Alameda County - ACBH, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606</p> 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (925) 930-9464 Fax: (925) 930-9949 STOUT INSURANCE BROKERS, INC. P.O. BOX 400 ROSEVILLE CA 95661	CONTACT NAME: Stout Insurance Brokers, Inc. PHONE (A/C, No, Ext): (925) 930-9464 FAX (A/C, No): (925) 930-9949 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
Agency Lic#: 0D85886	INSURER A : Nonprofits Insurance Alliance of California INSURER B : Cypress Insurance Company INSURER C : Western Surety Company INSURER D : Houston Casualty Company INSURER E : Nationwide Mutual Insurance Company INSURER F :

COVERAGES

CERTIFICATE NUMBER: 57989

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2020-00621	10/01/20	10/01/21	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2020-00621	10/01/20	10/01/21	MED. EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> Professional Liability \$1M Occ / \$3M Agg			2020-00621	10/01/20	10/01/21	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> D&O Liability \$1M Ea. Act / \$2M Ann Agg						GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EMPLOYEE BENEFITS LI	\$ 1,000,000
A	AUTOMOBILE LIABILITY			2020-00621	10/01/20	10/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2020-00621-UMB	10/01/20	10/01/21	EACH OCCURRENCE	\$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Please see D&O note			AGGREGATE	\$ 7,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$3M Occ/Agg over D&O	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HOWC116769	10/01/20	10/01/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A	Blanket Bldg & Bus Pers Property / Empl Dishonesty			2020-00621-PROP	10/01/20	10/01/21	\$8,176,506 BLDG	\$2,376,900/ \$500K ED
C	Bond - Employee Dishonesty Bond			72101040	11/27/20	11/27/21	\$100K	Continuous until cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE SUPPLEMENTAL CERTIFICATE INFORMATION**CERTIFICATE HOLDER****CANCELLATION**

ALAMEDA COUNTY HEALTH CARE BEHAVIOR HEALTH/ ALCOHOL & DRUGS
1900 EMBARCADERO COVE, SUITE #205
OAKLAND, CA 94606
 Attention: **INSURANCE COORDINATOR**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen T. Stout

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 57989

DATE
NOV 30 2020

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS PER THE ATTACHED ENDORSEMENT.

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS LOSS PAYEE WITH RESPECT TO EMPLOYEE DISHONESTY AND CRIME COVERAGE (AS INTEREST MAY ARISE) AS PER THE ATTACHED ENDORSEMENT

REGARDING: CHRYSALIS 3837,3839, 3841,3843, 3845, 3847 TELEGRAPH AVENUE, OAKLAND CA 94609

CRONIN 2595 DEPOT ROAD, HAYWARD CA 94541

CHERRY HILL DETOX 2035 FAIRMONT DRIVE, SAN LEANDRO CA 94578

PROJECT EDEN 1866 B. STREET, SUITE 101, HAYWARD CA 94541

PROJECT EDEN 22320 FOOTHILL BLVD, SUITE 245, HAYWARD, CA 94541

PROJECT EDEN 1020 SERPENTINE LANE, SUITES 100, 102, PLEASANTON, CA 94566

ADDITIONAL COVERAGE THAT WILL NOT FIT INTO ABOVE SPACES:

CYBER LIABILITY: COVERAGE PROVIDE BY INSURER (D) ABOVE - Houston Casualty company COVERAGE EFFECTIVE 10/1/20 - 10/1/21 - LIMITS: \$2M EACH CLAIM / \$2M AGGREGATE

ERISA BOND # 7900348141 IN THE AMOUNT OF \$250,000: COVERAGE PROVIDED BY (E) ABOVE NATIONWIDE MUTUAL INSURANCE COMPANY. THIS IS A CONTINOUS BOND UNTIL CANCELLED - CURRENT BOND DATES ARE 9/10/18 - 9/10/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LOSS PAYEES / MORTGAGEES SCHEDULE:

Loc	Bldg	Loss Payee (Name & Address)	Provision Applicable (Indicate Paragraph A, B, C or D)
1	1	<p>Alameda County Health, Care Behavioral Health, Alcohol and Drugs</p> <p>County of Alameda, It's Board of Supervisors, the individual members therof, and all County officers, agents, employees and volunteers</p> <p>125 12th St, 3rd Floor Oakland CA 94607</p>	A,B

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required

to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Horizon Services, Incorporated**, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term

“business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the

Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes

the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business

Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the

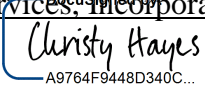
HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

Name: Horizon Services, Incorporated

By (Signature):  A9764F9448D340C...

Print Name: Christy Hayes

Title: Executive Director

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Horizon Services, Incorporated


PRINCIPAL:	<u>Christy Hayes</u> <small>DS</small>	TITLE:	<u>Executive Director</u>
SIGNATURE:		DATE:	<u>3/19/2021</u>

EXHIBIT O

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
(For Procurements of \$1,000,000 or more)

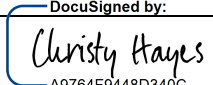
The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: Horizon Services, Incorporated

PRINCIPAL: Christy Hayes **TITLE:** Executive Director
DocuSigned by:
SIGNATURE:  **DATE:** 3/19/2021
A9764E9448D340C