

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of April 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Promesa Behavioral Health, a California Corporation, whose service addresses are identified on Exhibit A, "Service Addresses", attached hereto and incorporated herein by this reference, and remittance address is 7120 N Marks, Suite 110, Fresno, CA 93711, herein referred to as "PROVIDER".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Contracts Division – Substance Use Disorder (SUD) Services, has determined there is a need for outpatient services in rural communities such as Firebaugh/Mendota and Coalinga/Huron; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of alcohol and other drug treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code; and

WHEREAS, PROVIDER is willing and able to provide services required by COUNTY, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the party hereto agree as follows:

1. SERVICES

A. PROVIDER shall perform all services and fulfill all responsibilities for the provision of Rural Outpatient SUD treatment services, as identified in COUNTY's Request for Proposal (RFP) # 17-030 dated November 1, 2016; Addendum No. One (1) dated November 17, 2016, hereinafter collectively referred to as COUNTY Revised RFP #17-030, and PROVIDER's response to said RFP#17-030, dated December 7, 2016 identified as Exhibit B, "Scope of Work", all incorporated herein by reference and made part of this Agreement.

B. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including any

Exhibits attached hereto; 2) to the Revised RFP No. 17-030, and; 3) to the Response to the Revised RFP identified as Exhibit B, "Scope of Work". A copy of COUNTY's Revised RFP #17-030, and PROVIDER's response shall be retained and made available during the term of this Agreement by COUNTY's Purchasing Division.

C. PROVIDER(S) serving clients referred by Drug Court or Probation shall carry out the following:

1. Comply with reporting requirements of Court or Probation relating to client status change and treatment progress; and
2. Conduct client intake within forty-eight (48) hours of referral or contact.

D. PROVIDER shall maintain, at PROVIDER's cost, a computer system compatible with COUNTY's Substance Abuse Information System (SAIS) for the provision of submitting information required under the terms and conditions of this Agreement. PROVIDER shall complete required SAIS data entry as follows: Registrations and admissions must be complete within five (5) business days of program completion or dismissal.

E. PROVIDER's administrative level agency representative, who is duly authorized to act on behalf of the PROVIDER, must attend regularly scheduled monthly Behavioral Health Board Substance Use Disorder Committee meetings and regularly scheduled PROVIDER meetings

F. PROVIDER's staff may also be required to attend meetings and trainings on an as-needed basis, which may include but are not limited to SUD treatment and fiscal trainings provided by the State of California.

2. TERM

This Agreement shall become effective upon execution, and shall terminate on the 30th day of June, 2019. This agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH Director or her designee is authorized to execute such written approval on behalf of COUNTY based on PROVIDER's satisfactory performance.

3. TERMINATION

A. NON-ALLOCATION OF FUNDS – The terms of this Agreement, and the services

1 to be provided thereunder, are contingent on the approval of funds by the appropriating government agency.
2 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
3 terminated, at any time by giving the PROVIDER thirty (30) days advance written notice.

4 B. BREACH OF CONTRACT – COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach
11 of this Agreement or any default which may then exist on the part of the PROVIDER. Neither shall such
12 payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.
13 COUNTY shall have the right to demand of the PROVIDER the repayment to COUNTY of any funds
14 disbursed to the PROVIDER under this Agreement, which in the judgment of COUNTY were not
15 expended in accordance with the terms of this Agreement. The PROVIDER shall promptly refund any
16 such funds upon demand.

17 C. WITHOUT CAUSE – Under circumstances other than those set forth above, this
18 Agreement may be terminated by COUNTY or any one (1) PROVIDER upon giving thirty (30) days
19 advance written notice.

20 **4. COMPENSATION**

21 A. COMPENSATION – For claims submitted for services rendered under this
22 Agreement, COUNTY agrees to pay PROVIDER and PROVIDER agrees to receive compensation in
23 equal monthly installments, less Drug Medi-Cal (DMC) reimbursements, up to the annual contract
24 maximum, in accordance with Exhibit C, “Budget,” attached hereto and by this reference incorporated
25 herein, for each term of the Agreement. PROVIDER shall not be paid any amount in excess of the
26 actual annual costs of providing services. Monthly invoices shall be submitted in accordance with
27 Section Five (5), INVOICING, of this Agreement. It is understood that all expenses incidental to
28 PROVIDER’S performance of services under this Agreement shall be borne by PROVIDER. For the

1 period commencing upon execution and ending June 30, 2017, in no event shall actual services
2 performed be in excess of Eighty One Thousand Two Hundred Fifty and No/100 Dollars (\$81,250.00).
3 For the periods of July 1, 2017 through June 30, 2018, and July 1, 2018 through June 30, 2019, in no
4 event shall actual services performed be in excess of Three Hundred Twenty-Five Thousand and No/100
5 (\$325,000.00) for each twelve (12) month period. Should the Agreement be extended as stated in
6 Section 2, for the extension periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through
7 June 30, 2021, in no event shall actual services performed be in excess of Three Hundred Twenty-Five
8 Thousand and No/100 (\$325,000.00) for each twelve (12) month period.

9 B. The contract maximum amount as identified in this Agreement may be reduced
10 based upon State, Federal, and local funding availability. In the event of such action, the COUNTY's
11 DBH Director or her designee shall notify the PROVIDER in writing of the reduction in the maximum
12 amount within thirty (30) days.

13 In the event that funding for these services is delayed by the State Controller,
14 COUNTY may defer payment to PROVIDER. The amount of the deferred payment shall not exceed the
15 amount of funding delayed by the State Controller to the COUNTY. The deferral by COUNTY shall
16 not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five
17 (45) days. In addition, if the State of California does not allocate funding for services described in the
18 terms and conditions of this Agreement, DBH-SUD Services shall not be obligated to reimburse
19 PROVIDER for services performed.

20 C. PAYMENTS – Regardless of the contract maximum, PROVIDER will be
21 reimbursed only for actual costs for each fiscal year. PROVIDER shall submit a detailed expenditure
22 report upon request by COUNTY, for reconciliation to monthly installment payments. Within forty-five
23 (45) days of the reconciliation by COUNTY, PROVIDER shall make payment to COUNTY or
24 COUNTY shall reimburse PROVIDER as appropriate.

25 Payment by COUNTY shall be in arrears, based on PROVIDER's monthly
26 invoices submitted for services provided during the preceding month, within forty-five (45) days after
27 receipt and verification of PROVIDER's monthly invoices by COUNTY's DBH, Contracts Division –
28 SUD Services.

1 D. QUALITY ASSURANCE – For services rendered herein, PROVIDER shall
2 assure that an on-going quality assurance component is in place and is occurring. PROVIDER shall
3 assure that clinical records for each participant are of such detail and length that a review of said record
4 will verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates
5 that appropriate services were not provided, COUNTY reserves the right to withhold payment for the
6 applicable unit(s) of service.

7 E. COMPLIANCE – If PROVIDER should fail to comply with any provision of this
8 Agreement, COUNTY shall be relieved of its obligation for further compensation. PROVIDER's and
9 COUNTY's obligations under this section shall survive the termination of this Agreement with respect
10 to services provided during the term of this Agreement without regard to the cause of termination of this
11 Agreement.

12 F. PUBLIC INFORMATION – PROVIDER shall disclose its funding source in all
13 public information; however, this requirement of disclosure of funding source shall not be required in
14 spot radio or television advertising.

15 G. LOBBYING ACTIVITY – PROVIDER shall not directly or indirectly use any of
16 the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to
17 support or defeat legislation pending before the Congress of the United States or the Legislature of the
18 State of California.

19 H. POLITICAL ACTIVITY – PROVIDER shall not directly or indirectly use any of
20 the funds under this Agreement for any political activity or to further the election or defeat of any
21 candidate for public office.

22 I. FUNDING SOURCES – It shall be the obligation of PROVIDER to determine and
23 claim all revenue possible from private pay sources and third party payers. PROVIDER shall not use
24 any funds under this Agreement for services covered by Drug Medi-Cal or other health insurance for
25 eligible beneficiaries. PROVIDER shall claim all Drug Medi-Cal covered services for eligible
26 beneficiaries through the Drug Medi-Cal claiming process.

27 PROVIDER shall not use any funds under this Agreement to the extent that a
28 participant is eligible for Medi-Cal, insurance or other revenue reimbursement for services rendered.

Any revenues generated by PROVIDER in excess of the amounts budgeted in this Agreement may be utilized to expand/enhance the services during COUNTY's fiscal years in which revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered separate and distinct from COUNTY's payment to PROVIDER. The manner and means of service expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director or her designee. PROVIDER shall disclose all sources of revenue to COUNTY. Under no circumstances will COUNTY funded staff time be used for fund-raising purposes.

5. INVOICING

PROVIDER shall invoice COUNTY by the twentieth (20th) of each month. COUNTY will make payment to PROVIDER in an amount equal to one-twelfth (1/12) of the annual contract maximum, less any amount claimed for Drug Medi-Cal reimbursement. Total reimbursement, including DMC, cannot exceed the maximum annual contract amount. Final invoice for each fiscal period will be reconciled to PROVIDER's profit and loss statement and adjusted to not exceed actual costs. Invoices shall be submitted via e-mail to the assigned staff analyst and to SAS@co.fresno.ca.us. PROVIDER shall include supporting documentation for all expenditures included in the monthly invoice. Supporting documentation includes, but is not limited to, invoices, receipts, payroll records and general ledgers. Cost allocation methodologies should be clearly shown.

If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director or her designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to PROVIDER. PROVIDER agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after said ninety (90) day period said invoice(s) is still not corrected to COUNTY'S DBH Director's or her designee's satisfaction, COUNTY'S DBH Director or her designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Section Three (3), TERMINATION of this Agreement. In addition, PROVIDER shall submit all invoices to COUNTY's DBH Director or her designee for services provided within ninety (90) days after each twelve (12) month period expires or this Agreement is terminated. If invoices are not submitted within ninety (90) days after each twelve (12) month period

1 expires or this Agreement is terminated, COUNTY's DBH Director or her designee shall have the right to
2 deny payment on such invoices.

3 **6. PROHIBITION ON PUBLICITY**

4 None of the funds, materials, property or services provided directly or indirectly under this
5 Agreement shall be used for PROVIDER's advertising, fundraising, or publicity (i.e., purchasing of
6 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
7 publicity of the services described in Section One (1), SERVICES, of this Agreement shall be allowed as
8 necessary to raise public awareness about the availability of such specific services when approved in
9 advance by the DBH Director or her designee, and at a cost to be provided for such items as written/printed
10 materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

11 **7. INDEPENDENT CONTRACTOR**

12 In performance of the work, duties and obligations assumed by PROVIDER under this
13 Agreement, it is mutually understood and agreed that PROVIDER, including any and all of the
14 PROVIDER's officers, agents, and employees will at all times be acting and performing as an independent
15 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint
16 venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or
17 supervise or direct the manner or method by which PROVIDER shall perform its work and function.
18 However, COUNTY shall retain the right to administer this Agreement so as to verify that PROVIDER is
19 performing its obligations in accordance with the terms and conditions thereof.

20 PROVIDER and COUNTY shall comply with all applicable provisions of law and the rules
21 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

22 Because of its status as an independent contractor, PROVIDER shall have absolutely no right
23 to employment rights and benefits available to COUNTY employees. PROVIDER shall be solely liable
24 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
25 addition, PROVIDER shall be solely responsible and save COUNTY harmless from all matters relating to
26 payment of PROVIDER's employees, including compliance with Social Security withholding and all other
27 regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 PROVIDER may be providing services to others unrelated to the COUNTY or to this Agreement.

1 **8. CONFLICT OF INTEREST**

2 No officer, agent, or employee of COUNTY who exercises any function or responsibility for
3 planning and carrying out the services provided under this Agreement shall have any direct or indirect
4 personal financial interest in this Agreement. PROVIDER shall comply with all Federal, State of
5 California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all
6 parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

7 **9. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

8 This provision is only applicable if the PROVIDER is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of this agreement, the PROVIDER changes its status to
10 operate as a corporation.

11 Members of the PROVIDER's Board of Directors shall disclose any self-dealing
12 transactions that they are a party to while PROVIDER is providing goods or performing services under this
13 Agreement. A self-dealing transaction shall mean a transaction to which the PROVIDER is a party and in
14 which one or more of its directors has a material financial interest. Members of the Board of Directors shall
15 disclose any self-dealing transactions that they are a party to by completing and signing a "*Self-Dealing*
16 *Transaction Disclosure Form*" (Exhibit D) and submitting it to the COUNTY prior to commencing with
17 the self-dealing transaction or immediately thereafter.

18 **10. PROPERTY OF COUNTY**

19 A. PROVIDER shall submit purchase invoices for the purchase of any fixed assets with
20 their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00), and certain
21 purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators, cameras, VCRs,
22 DVDs and other sensitive items as determined by COUNTY's DBH Director, or her designee, made during
23 the life of this Agreement shall be identified as assets that can be inventoried and maintained in
24 COUNTY's DBH Asset Inventory System. These assets shall be retained by COUNTY, as COUNTY
25 property, in the event this Agreement is terminated or upon expiration of this Agreement. PROVIDER
26 agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present
27 when fixed assets are returned to COUNTY's possession at the termination or expiration of this Agreement.
28 PROVIDER is responsible for returning to COUNTY all COUNTY owned fixed assets, or the monetary

1 value of said fixed assets if unable to produce the fixed assets at the expiration or termination of this
2 Agreement.

3 B. The purchase of any equipment by PROVIDER with funds provided hereunder
4 shall require the prior written approval of COUNTY's DBH Director or her designee, shall fulfill the
5 provisions of this Agreement as appropriate, and must be directly related to PROVIDER's services or
6 activity under the terms of this Agreement. COUNTY's DBH Director or her designee may refuse
7 reimbursement for any costs resulting from equipment purchased, which are incurred by PROVIDER, if
8 prior written approval has not been obtained from COUNTY.

9 C. The terms and conditions described in this Section are not applicable to the leasing
10 of vehicles by PROVIDER with the funds provided under this Agreement.

11 **11. MODIFICATION**

12 Any matters of this Agreement may be modified from time to time by the written consent of
13 all the parties without, in any way, affecting the remainder.

14 Notwithstanding the above, changes to services as needed to accommodate changes in the
15 law relating to substance use disorder treatment, as set forth in Exhibit C, "Budget," may be made with the
16 signed written approval of COUNTY's DBH Director, or her designee, and PROVIDER through an
17 amendment approved by County Counsel and Auditor. Changes to line items in the budgets, attached
18 hereto as Exhibit C, "Budget," as appropriate, that do not exceed ten percent (10%) of the PROVIDER's
19 program total maximum compensation payable to PROVIDER, may be made with the written approval of
20 COUNTY's DBH Director, or her designee, and PROVIDER. Changes to the line items in the budget that
21 exceed ten percent (10%) of the maximum compensation payable to the PROVIDER may be made with the
22 signed written approval of COUNTY's DBH Director, or her designee, through an amendment approved by
23 County Counsel and Auditor. Said budget line item changes shall not result in any change to the
24 PROVIDER's program maximum compensation amount payable to PROVIDER, as stated herein.

25 **12. NON-ASSIGNMENT**

26 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
27 under this Agreement without the prior written consent of the other party.

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1 **13. HOLD HARMLESS**

2 PROVIDER agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend
3 the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities,
4 claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to
5 perform, by PROVIDER, its officers, agents, or employees under this Agreement, and from any and all
6 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
7 corporation who may be injured or damaged by the performance, or failure to perform, of PROVIDER, its
8 officers, agents, or employees under this Agreement.

9 PROVIDER agrees to indemnify COUNTY for Federal, State of California audit
10 exceptions resulting from noncompliance herein on the part of the PROVIDER.

11 **14. INSURANCE**

12 Without limiting the COUNTY's right to obtain indemnification from PROVIDER or any
13 third parties, PROVIDER, at its sole expense, shall maintain in full force and effect, the following
14 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
15 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

16 A. COMMERCIAL GENERAL LIABILITY

17 Commercial General Liability Insurance with limits of not less than One Million
18 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00).
19 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
21 liability or any other liability insurance deemed necessary because of the nature of this contract. In addition
22 to the Commercial General Liability coverage, PROVIDER shall provide an insurance policy for sexual
23 abuse and molestation liability with these same limits.

24 B. AUTOMOBILE LIABILITY

25 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
26 less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00)
27 per accident and for property damages of not less than One Hundred Thousand Dollars (\$100,000.00), or
28 such coverage with a combined single limit of One Million Dollars (\$1,000,000.00). Coverage should

1 include owned and non-owned vehicles used in connection with this Agreement.

2 C. PROFESSIONAL LIABILITY

3 If PROVIDER employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., L
4 M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million
5 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
6 PROVIDER agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3)
7 years following the termination of this Agreement, one or more policies of professional liability insurance
8 with limits of coverage as specified herein.

9 D. WORKER'S COMPENSATION

10 A policy of Worker's Compensation insurance as may be required by the California
11 Labor Code.

12 PROVIDER shall obtain endorsements to the Commercial General Liability insurance
13 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
14 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage
15 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
16 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with
17 insurance provided under PROVIDER's policies herein. This insurance shall not be cancelled or changed
18 without a minimum of thirty (30) days advance written notice given to COUNTY.

19 Within thirty (30) days from the date PROVIDER signs this Agreement, PROVIDER shall
20 provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as
21 required herein, to the County of Fresno, Department of Behavioral Health, Contracts Division - Substance
22 Use Disorder Services at 3133 N. Millbrook Ave., Fresno, California, 93703, Attention: SUD Services
23 Staff Analyst, stating that such insurance coverages have been obtained and are in full force; that the
24 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
25 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
26 and employees, individually and collectively, as additional insured, but only insofar as the operations under
27 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
28 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,

1 shall be excess only and not contributing with insurance provided under PROVIDER's policies herein; and
2 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
3 written notice given to COUNTY.

4 In the event any PROVIDER fails to keep in effect at all times insurance coverage as herein
5 provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
6 with PROVIDER upon the occurrence of such event.

7 All policies shall be with admitted insurers licensed to do business in the State of California.
8 Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or
9 better.

10 **15. SUBCONTRACTS**

11 PROVIDER shall be required to assume full responsibility for all services and activities
12 covered by this Agreement, whether or not PROVIDER is providing services directly. Further,
13 PROVIDER shall be the sole point of contact with regard to contractual matters, including payment of any
14 and all charges resulting from this Agreement.

15 If PROVIDER should propose to subcontract with one or more third parties to carry out a
16 portion of services covered by this Agreement, any such subcontract shall be in writing and approved as to
17 form and content by COUNTY's DBH Director or her designee prior to execution and implementation.
18 COUNTY's DBH Director or her designee shall have the right to reject any such proposed subcontract.
19 Any such subcontract together with all activities by or caused by PROVIDER shall not require
20 compensation greater than the total budget contained herein. An executed copy of any such subcontract
21 shall be received by COUNTY before any implementation and shall be retained by COUNTY.

22 PROVIDER shall be responsible to COUNTY for the proper performance of any subcontract. Any
23 subcontractor shall be subject to the same terms and conditions that PROVIDER is subject to under this
24 Agreement.

25 It is expressly recognized that PROVIDER cannot engage in the practice of medicine. If any
26 medical services are to be provided in connection with the services under this Agreement, such medical
27 services shall be performed by an independent contract physician. In this instance, the requirements of the
28 Confidential Medical Information Act (Civil Code 56 et seq.) shall be met.

1 If PROVIDER hires an independent contract physician, PROVIDER shall require and
2 ensure that such independent contract physician carries Professional Liability (Medical Malpractice)
3 Insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million
4 Dollars (\$3,000,000.00) annual aggregate.

5 **16. NO THIRD PARTY BENEFICIARIES**

6 It is understood and agreed by and between the parties that the services provided by
7 PROVIDER for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this
8 Agreement is intended to confer on any person other than the parties hereto any right under or by reason of
9 this Agreement.

10 **17. REPORTS—SUBSTANCE USE DISORDER SERVICES**

11 PROVIDER(S) shall submit all information and data required by State, including, but not limited
12 to the following:

13 1. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List
14 Record (WLR) in an electronic format provided by the State and due no later than five (5) days after the
15 preceding month; and

16 2. CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual
17 update, and “provider activity report” record in an electronic format through COUNTY’s SAIS system,
18 and on a schedule as determined by the COUNTY which complies with State requirements for data
19 content, data quality, reporting frequency, reporting deadlines, and report method and due no later than
20 five (5) days after the preceding month. All CalOMS admissions, discharges, and annual updates must
21 be entered into the COUNTY’s CalOMS system within twenty-four (24) hours of occurrence; and

22 3. PROVIDER(S) shall submit to COUNTY monthly fiscal and all program reports,
23 including Provider Waiting List Record (WLR), within twenty (20) days of the end of each month.

24 4. Americans with Disabilities (ADA) – Annually, upon request by DBH,
25 PROVIDER(S) shall complete a system-wide accessibility survey in a format determined by DBH for
26 each service location and modality and shall submit an ADA Accessibility Certification and Self-
27 Assessment, including an Implementation Plan, for each service location.

1 5. Cost Reports – On an annual basis for each fiscal year ending June 30th
2 PROVIDER(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
3 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
4 date. Submittal must also include any requested support documents such as general ledgers. All reports
5 submitted by PROVIDER(S) to COUNTY must be typewritten. COUNTY will issue instructions for
6 completion and submittal of the annual cost report, including the relevant cost report template(s) and due
7 dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in accordance
8 with Generally Accepted Accounting Principles. Unallowable costs such as lobbying or political
9 donations must be deducted from the cost report and all invoices. If the PROVIDER(S) does not submit
10 the cost report by the due date, including any extension period granted by the COUNTY, the COUNTY
11 may withhold payment of pending invoices until the cost report(s) has been submitted and clears
12 COUNTY desk audit for completeness and accuracy.

13 A. DMC - A DMC cost report must be submitted in a format prescribed by the
14 DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total
15 costs for all programs. PROVIDER(S) shall report costs under their
16 approved legal entity number established during the DMC certification
17 process. Total units of service reported on the cost report will be compared
18 to the units of services entered by PROVIDER(S) into COUNTY's data
19 system. PROVIDER(S) will be required to correct discrepancies and
20 resubmit to COUNTY prior to COUNTY's final acceptance of the cost
21 report.

22 B. OTHER FUNDING SOURCES – PROVIDER(S) will be required to
23 submit a cost report on a form(s) approved and provided by the COUNTY
24 to reflect actual costs and reimbursement for services provided through
25 funding sources other than DMC. Contracts that include a negotiated rate
26 per unit of service will be reimbursed only for the costs of approved units
27 of service up to the negotiated unit of service rate approved in the
28 Agreement, regardless of the contract maximum. If the cost report indicates

1 an amount due to COUNTY, PROVIDER(S) shall submit payment with
2 the report. If an amount is due to PROVIDER(S) COUNTY shall
3 reimburse PROVIDER within forty-five (45) days of receiving and
4 accepting the year-end cost report.

5 C. MULTIPLE FUNDING SOURCES – PROVIDER(S) who has multiple
6 agreements for the same services provided at the same location where at
7 least one of the Agreements is funded through DMC and the other funding
8 is other federal or county realignment funding will be required to complete
9 DMC cost reports and COUNTY approved cost reports. Such Agreements
10 will be settled for actual costs in accordance with Medicaid reimbursement
11 requirements as specified in Title XIX or Title XXI of the Social Security
12 Act; Title 22, and the State’s Medicaid Plan.

13 During the term of this Agreement and thereafter, COUNTY and PROVIDER(S) agree to
14 settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement
15 findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months following the
16 close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results and therefore
17 reserves the right to defer payback settlement with PROVIDER(S) until resolution of the appeal.

18 In the event that PROVIDER(S) fails to provide such reports or other information required
19 hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until there
20 is compliance. In addition, the PROVIDER shall provide written notification and explanation to the
21 COUNTY within fifteen (15) days of any funds received from another source to conduct the same services
22 covered by this Agreement.

23 **18. EVALUATION – MONITORING**

24 OUTCOMES – COUNTY’s DBH Director, or her designee, and DHCS or their designees
25 shall monitor and evaluate the performance of PROVIDER under this Agreement to determine to the best
26 possible degree the success or failure of the services provided under this Agreement. At the discretion of
27 the COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor
28 the performance of the PROVIDER. PROVIDER shall participate in the evaluation of the program as

needed, at the discretion of COUNTY.

COUNTY shall recapture from PROVIDER the value of any services or other expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the discretion of the COUNTY, recoupment can be made through a future invoice reduction or reimbursement by the PROVIDER.

PROVIDER shall participate in a program review of the program at least yearly or more frequently, or as needed, at the discretion of COUNTY. The PROVIDER agrees to supply all information requested by the COUNTY, DHCS, and/or the subcontractor during the program evaluation, monitoring, and/or review.

19. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to PROVIDER by the COUNTY, including but not limited to the following:

A. PROVIDER-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES

PROVIDER may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) PROVIDER has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. PROVIDER-OWNED COMPUTERS OR COMPUTER PERIPHERALS

PROVIDER may not bring PROVIDER-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be

1 transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of
2 a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be
3 encrypted.

4 C. COUNTY-OWNED COMPUTER EQUIPMENT

5 PROVIDER or anyone having an employment relationship with the COUNTY may
6 not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
7 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

8 D. PROVIDER may not store COUNTY's private, confidential or sensitive data on any
9 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

10 E. PROVIDER shall be responsible to employ strict controls to ensure the integrity and
11 security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or
12 disclosure of data maintained in computer files, program documentation, data processing systems, data files
13 and data processing equipment which stores or processes COUNTY data internally and externally.

14 F. Confidential client information transmitted to one party by the other by means of
15 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT
16 or higher. Additionally, a password or pass phrase must be utilized.

17 G. PROVIDER is responsible to immediately notify COUNTY of any violations,
18 breaches or potential breaches of security related to COUNTY's confidential information, data maintained
19 in computer files, program documentation, data processing systems, data files and data processing
20 equipment which stores or processes COUNTY data internally or externally.

21 H. COUNTY shall provide oversight to PROVIDER's response to all incidents arising
22 from a possible breach of security related to COUNTY's confidential client information provided to
23 PROVIDER. PROVIDER will be responsible to issue any notification to affected individuals as required
24 by law or as deemed necessary by COUNTY in its sole discretion. PROVIDER will be responsible for all
25 costs incurred as a result of providing the required notification.

26 **20. PERINATAL SERVICES**

27 PROVIDER shall comply with the requirements for "Perinatal Services Network
28 Guidelines 2016," available at the DHCS web address below and by this reference incorporated herein,

1 and the State-County Contract between DHCS and the COUNTY until such time new Perinatal Services
2 Network Guidelines and the State-County Contract are updated and adopted. No formal amendment of
3 this contract is required for new guidelines to apply.

4 http://www.dhcs.ca.gov/individuals/Pages/Information_Notices_2016.aspx

5 PROVIDER shall comply with federal and state mandates to provide alcohol and other
6 drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum
7 women, and (2) youth under age 21 who are eligible under the Early and Periodic Screening,
8 Diagnostic, and Treatment (EPSDT) Program.

9 PROVIDER shall require that providers of perinatal DMC services are properly certified
10 to provide these services and comply with the requirements contained in Title 22, Section 51 341 .I,
11 Services for Pregnant and Postpartum Women and Title 9 commencing with section 10360.

12 **21. INTERIM SERVICES**

13 PROVIDER must adhere to the State-County Contract requirement to provide Interim
14 Services in the event that an individual must wait to be placed in treatment.

15 Interim Substance Abuse Services means services that are provided until an individual is
16 admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse
17 health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of
18 disease. At a minimum, interim services include counseling and education about HIV and tuberculosis
19 (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about
20 steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or
21 TB treatment services if necessary. For pregnant women, interim services also include counseling on the
22 effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

23 Records must indicate evidence that Interim Services have been provided and documentation
24 will be reviewed for compliance.

25 **22. REFERENCES TO LAWS AND RULES**

26 In the event any law, regulation, or policy referred to in this Agreement is amended during
27 the term thereof, the parties hereto agree to comply with the amended provision as of the effective date of
28 such amendment.

1 **23. STATE ALCOHOL AND DRUG REQUIREMENTS**

2 A. INDEMNIFICATION

3 The PROVIDER agrees to indemnify, defend and save harmless the State, its
4 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
5 contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or
6 supplying work, services, materials or supplies in connection with the performance of this Agreement and
7 from any and all claims and losses accruing or resulting to any person, firm or corporation who may be
8 injured or damaged by the PROVIDER in the performance of this Agreement.

9 B. INDEPENDENT CONTRACTOR

10 The PROVIDER and the agents and employees of PROVIDER, in the performance
11 of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State
12 of California.

13 C. CONTROL REQUIREMENTS

14 This Agreement is subject to all applicable Federal and State laws, regulations and
15 standards. PROVIDER(S) shall establish written procedures consistent with State-County Contract
16 requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or
17 regulation existing or enacted during the term of this Agreement.

18 D. CONFIDENTIALITY

19 PROVIDER shall conform to and COUNTY shall monitor compliance with all State
20 of California and Federal statutes and regulations regarding confidentiality, including but not limited to
21 confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; California
22 Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the
23 California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division
24 1, Part 2.6, Chapters 1-7 of the California Civil Code.

25 E. REVENUE COLLECTION POLICY

26 PROVIDER shall conform to all policies and procedures regarding revenue
27 collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

28 F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

1 PROVIDER agrees that all funds paid out by the State shall be used exclusively for
2 providing alcohol and/or drug program services, administrative costs, and allowable overhead.

3 G. ACCESS TO SERVICES

4 PROVIDER shall provide accessible and appropriate services in accordance with
5 Federal and State statutes and regulations to all eligible persons.

6 ///

7 H. REPORTS

8 PROVIDER agrees to participate in surveys related to the performance of this
9 Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon
10 format.

11 I. AUDITS

12 All State and Federal funds furnished to the PROVIDER(S) pursuant to this
13 Agreement along with related patient fees, third party payments, or other related revenues and funds
14 commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and
15 drug program revenue and expenditures contained in this Agreement for the purpose of establishing the
16 basis for the subsequent year's negotiation.

17 J. RECORDS MAINTENANCE

18 1) PROVIDER shall maintain books, records, documents, and other evidence
19 necessary to monitor and audit this Agreement.

20 2) PROVIDER shall maintain adequate program and fiscal records relating to
21 individuals served under the terms of this Agreement, as required, to meet the needs of the State in
22 monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each
23 individual shall include, but not be limited to, admission records, patient and participant interviews and
24 progress notes, and records of service provided by various service locations, in sufficient detail to make
25 possible an evaluation of services provided and compliance with this Agreement.

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1 **24. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

2 COUNTY and PROVIDER each consider and represent themselves as covered entities as
3 defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
4 191(HIPAA) and agree to use and disclose protected health information as required by law.

5 COUNTY and PROVIDER acknowledge that the exchange of protected health
6 information between them is only for treatment, payment, and health care operations.

7 COUNTY and PROVIDER intend to protect the privacy and provide for the security of
8 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health
9 Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and
10 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
11 Regulations) and other applicable laws.

12 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
13 PROVIDER to enter into a contract containing specific requirements prior to the disclosure of PHI, as
14 set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of
15 Federal Regulations (CFR).

16 **25. CULTURAL COMPETENCY**

17 As related to Cultural and Linguistic Competence, PROVIDER shall comply with the
18 following:

19 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part
20 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from
21 discriminating against persons based on race, color, national origin, sex, disability or religion. This is
22 interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
23 participation in federally funded programs through the provision of comprehensive and quality bilingual
24 services.

25 B. Policies and procedures for ensuring access and appropriate use of trained
26 interpreters and material translation services for all LEP consumers, including, but not limited to, assessing
27 the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and
28 monitoring its language assistance program. The PROVIDER's procedures must include ensuring

1 compliance of any sub-contracted providers with these requirements.

2 C. PROVIDER assurances that minors shall not be used as interpreters.

3 D. PROVIDER shall provide and pay for interpreting and translation services to persons
4 participating in PROVIDER's services who have limited or no English language proficiency, including
5 services to persons who are deaf or blind. Interpreter and translation services shall be provided as
6 necessary to allow such participants meaningful access to the programs, services and benefits provided by
7 PROVIDER. Interpreter and translation services, including translation of PROVIDER's "vital documents"
8 (those documents that contain information that is critical for accessing PROVIDER's services or are
9 required by law) shall be provided to participants at no cost to the participant. PROVIDER shall ensure
10 that any employees, agents, subcontractors, or partners who interpret or translate for a program participant,
11 or who directly communicate with a program participant in a language other than English, demonstrate
12 proficiency in the participant's language and can effectively communicate any specialized terms and
13 concepts peculiar to PROVIDER's services.

14 E. In compliance with the State mandated Culturally and Linguistically Appropriate
15 Services standards as published by the Office of Minority Health, PROVIDER must submit to COUNTY
16 for approval, within 60 days from date of contract execution, PROVIDER's plan to address all fifteen
17 national cultural competency standards as set forth in the "National Standards on Culturally and
18 Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit E, and incorporated herein by this
19 reference. County's annual on-site review of PROVIDER shall include collection of documentation to
20 ensure all national standards are implemented. As the national competency standards are updated,
21 PROVIDER's plan must be updated accordingly.

22 F. PROVIDER shall complete and submit county-issued CLAS self-assessment
23 annually. PROVIDER shall update CLAS plan as necessary.

24 **26. SINGLE AUDIT CLAUSE**

25 A. If PROVIDER expends Seven Hundred Fifty Thousand and No/100 Dollars
26 (\$750,000.00) or more in Federal and Federal flow-through monies, PROVIDER agrees to conduct an
27 annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
28 Management and Budget (OMB) Circular A-133. PROVIDER shall submit said audit and management

1 letter to COUNTY. The audit must include a statement of findings or a statement that there were no
2 findings. If there were negative findings, PROVIDER must include a corrective action plan signed by an
3 authorized individual. PROVIDER agrees to take action to correct any material non-compliance or
4 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's Department of
5 Behavioral Health, Business Office for review within nine (9) months of the end of any fiscal year in which
6 funds were expended and/or received for the program. Failure to perform the requisite audit functions as
7 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's
8 option, contracting with a public accountant to perform said audit, or, may result in the inability of
9 COUNTY to enter into future agreements with PROVIDER. All audit costs related to this Agreement are
10 the sole responsibility of PROVIDER.

11 B. A single audit report is not applicable if PROVIDER's Federal contracts do not
12 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
13 PROVIDER's only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program
14 audit must be performed and a program audit report with management letter shall be submitted by
15 PROVIDER to COUNTY as a minimum requirement to attest to PROVIDER's solvency. Said audit report
16 shall be delivered to COUNTY's Department of Behavioral Health, Business Office for review, no later
17 than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement
18 are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit
19 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this
20 Agreement are the sole responsibility of PROVIDER who agrees to take corrective action to eliminate any
21 material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY
22 under this section shall be billed to the PROVIDER at COUNTY's cost, as determined by COUNTY's
23 Auditor-Controller/Treasurer-Tax Collector. To maintain the integrity of the audits, PROVIDER is required
24 to change its auditor (Certified Public Accountant) at least every three (3) years.

25 C. PROVIDER shall make available all records and accounts for inspection by
26 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
27 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
28

1 least three (3) years following final payment under this Agreement or the closure of all other pending
2 matters, whichever is later.

3 **27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

4 To the extent necessary to prevent disallowance of reimbursement under section 1861(v) (1)
5 (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of five (5) years after
6 the furnishing of services under this Agreement, PROVIDER shall make available, upon written request of
7 the Secretary of the United States Department of Health and Human Services, or upon request of the
8 Comptroller General of the United States General Accounting Office, or any of their duly authorized
9 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
10 certify the nature and extent of the costs of these services provided by PROVIDER under this Agreement.
11 PROVIDER further agrees that in the event PROVIDER carries out any of its duties under this Agreement
12 through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over
13 a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect
14 that until the expiration of five (5) years after the furnishing of such services pursuant to such subcontract,
15 the related organizations shall make available, upon written request of the Secretary of the United States
16 Department of Health and Human Services, or upon request of the Comptroller General of the United
17 States General Accounting Office, or any of their duly authorized representatives, a copy of such
18 subcontract and such books, documents, and records of such organization as are necessary to verify the
19 nature and extent of such costs.

20 **28. COMPLIANCE WITH LAWS AND POLICIES**

21 PROVIDER shall comply with all applicable rules and regulations set forth in Titles 9 and
22 22 of the California Code of Regulations, and California Health and Safety Code section 11750 et seq.
23 PROVIDER shall comply with any other Federal and State laws or guidelines applicable to PROVIDER's
24 performance under this Agreement or any local ordinances, regulations, or policies applicable. Such
25 provisions include, but are not restricted to:

26 A. PROVIDER shall provide that each client's ability to pay for services is determined
27 by the use of the method approved by COUNTY.

28 B. PROVIDER shall establish and use COUNTY's approved method of determining

1 and collecting fees from clients.

2 C. PROVIDER shall furnish client records in accordance with the applicable Federal
3 and State regulations, and with the Standards for Alcohol and Drug Treatment Programs set forth by the
4 State Department of Alcohol and Drug Programs, including in such records a treatment plan for each client,
5 and evidence of each service rendered.

6 D. PROVIDER shall submit accurate, complete and timely claims and cost reports,
7 reporting only allowable costs.

8 E. PROVIDER shall comply with statistical reporting and program evaluation systems
9 as provided in State of California regulations and in this Agreement.

10 F. PROVIDER shall comply with requirements contained in the State-County Contract
11 with DHCS by this reference incorporated herein, until such time that a new State-County Contract is
12 established. Upon amendment of the State-County Contract, the terms of the amended Contract shall
13 automatically be incorporated into this Agreement.

14 **29. FEDERAL CERTIFICATIONS**

15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
16 VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

17 A. DBH and PROVIDER recognize that Federal assistance funds will be used under the
18 terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective
19 recipient".

20 B. This certification is required by the regulations implementing Executive Order
21 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The
22 regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

23 1) The prospective recipient of Federal assistance funds certifies by entering this
24 Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment,
25 declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department
26 or agency.

27 2) The prospective recipient of funds agrees by entering into this Agreement,
28 that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The prospective recipient shall provide immediate written notice to DBH if at any time prospective recipient learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction was entered into.

30. CLEAN AIR AND WATER

In the event funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), the PROVIDER must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

31. SMOKING PROHIBITION REQUIREMENTS

PROVIDER shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law.

32. ENERGY EFFICIENCY

The PROVIDER must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94 163).

1 **33. NON-DISCRIMINATION PROVISION**

2 A. ELIGIBILITY FOR SERVICES – PROVIDER shall prepare, prominently post in its
3 facility, and make available to the DBH Director or her designee and to the public all eligibility
4 requirements to participate in the program funded under this Agreement. PROVIDER shall not unlawfully
5 discriminate in the provision of services because of race, color, creed, national origin, gender, age, or
6 physical or mental disability as provided by State of California and Federal law in accordance with Title VI
7 of the Civil Rights Act of 1964 (42 USC section 2000(d)); Age Discrimination Act of 1975 (42 USC
8 section 1681); Rehabilitation Act of 1973 (29 USC section 794); Education Amendments of 1972 (20 USC
9 section 1681); Americans with Disabilities Act of 1990 (42 USC section 12132); Title 45, Code of Federal
10 Regulations, Part 84; provisions of the Fair Employment and Housing Act (California Government Code
11 section 12900); and regulations promulgated thereunder (Title 2, CCR, section 7285.0); Title 2, Division 3,
12 Article 9.5 of the California Government Code commencing with section 11135; and Title 9, Division 4,
13 Chapter 6 of the California Code of Regulations commencing with section 10800.

14 B. EQUAL OPPORTUNITY – PROVIDER shall comply with California Government
15 Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related
16 to the development, implementation, and maintenance of a nondiscrimination program. PROVIDER shall
17 not discriminate against any employee or applicant for employment because of race, religion, color,
18 national origin, physical or mental disability, marital status, gender, or age. Such practices include
19 retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay
20 or other forms of compensation, use of facilities, and other terms and conditions of employment.
21 PROVIDER agrees to post in conspicuous places, notices available to all employees and applicants for
22 employment setting forth the provisions of the Equal Opportunity Act (42 USC section 2000(e)) in
23 conformance with Federal Executive Order No. 11246. PROVIDER agrees to comply with the provisions
24 of the Rehabilitation Act of 1973 (29 USC Section 794).

25 C. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs,
26 DBH may withhold all further funds, until PROVIDER can show by clear and convincing evidence to the
27 satisfaction of DBH that funds provided under this Agreement were not used in connection with the alleged
28 discrimination.

1 D. NEPOTISM – Except by consent of the DBH Director or her designee, no person
2 shall be employed by PROVIDER who is related by blood or marriage to or who is a member of the Board
3 of Directors or an officer of PROVIDER.

4 E. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be
5 wheelchair accessible and provide access to the disabled, consistent with Title 9, California Code of
6 Regulations, section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled
7 must be developed. DBH shall assess, monitor, and document PROVIDER’S compliance with the
8 Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that
9 recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without
10 regard to physical or mental disability and that PROVIDER has provided a facility accessible to the
11 physically disabled.

12 **34. ASSURANCES**

13 In entering into this Agreement, PROVIDER certifies that it is not currently excluded,
14 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it has
15 not been convicted of a criminal offense related to the provision of health care items or services; nor has it
16 been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension,
17 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that PROVIDER is
18 ineligible on these grounds, COUNTY will remove PROVIDER from responsibility for, or involvement
19 with, COUNTY’s business operations related to the Federal Health Care Programs and shall remove such
20 PROVIDER from any position in which PROVIDER’s compensation, or the items or services rendered,
21 ordered or prescribed by PROVIDER may be paid in whole or part, directly or indirectly, by Federal
22 Health Care Programs or otherwise with Federal Funds at least until such time as PROVIDER is reinstated
23 into participation in the Federal Health Care Programs. Further the PROVIDER agrees to the Disclosure of
24 Criminal History and Civil Actions and Certification regarding debarment suspension and other
25 responsibility matters primary covered transactions; PROVIDER must sign an appropriate Certification
26 regarding debarment, suspension, and other responsibility matters, attached hereto as Exhibit F, “Disclosure
27 of Criminal History”, incorporated herein by reference and made part of this Agreement.

28 A. If COUNTY has notice that PROVIDER has been charged with a criminal offense

1 related to any Federal Health Care Program, or is proposed for exclusion during the term on any contract,
2 PROVIDER and COUNTY shall take all appropriate actions to ensure the accuracy of any claims
3 submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may
4 request that PROVIDER cease providing services until resolution of the charges or the proposed exclusion.

5 B. PROVIDER agrees that all potential new employees of PROVIDER or
6 subcontractors of PROVIDER who, in each case, are expected to perform professional services under this
7 Agreement, will be queried as to whether (1) they are now or ever have been excluded, suspended,
8 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been
9 convicted of a criminal offense related to the provision of health care items or services; and or (3) they have
10 been reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension,
11 debarment, or ineligibility.

12 1) In the event the potential employee or subcontractor informs PROVIDER
13 that he or she is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal
14 offense relating to the provision of health care services, and PROVIDER hires or engages such potential
15 employee or subcontractor, PROVIDER will ensure that said employee or subcontractor does no work,
16 either directly or indirectly relating to services provided to COUNTY.

17 2) Notwithstanding the above, COUNTY at its discretion may terminate this
18 Agreement in accordance with Section Three (3) TERMINATION of this Agreement, or require adequate
19 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
20 subcontractor of PROVIDER will perform work, either directly or indirectly, relating to services provided
21 to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined
22 by COUNTY to protect the interests of COUNTY consumers.

23 C. PROVIDER shall verify (by asking the applicable employees and subcontractors)
24 that all current employees and existing subcontractors who, in each case, are expected to perform
25 professional services under this Agreement (1) are not currently excluded, suspended, debarred, or
26 otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a
27 criminal offense related to the provision of health care items or services; and (3) have not been reinstated to
28 participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or

ineligibility. In the event any existing employee or subcontractor informs PROVIDER that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, PROVIDER will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

1) PROVIDER agrees to notify COUNTY immediately during the term of this Agreement whenever PROVIDER learns that an employee or subcontractor who, in each case, is providing professional services under this Agreement is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating to the provision of health care services.

2) Notwithstanding the above, COUNTY at its discretion may terminate this Agreement in accordance with Section Three (3) TERMINATION of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of PROVIDER will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

D. PROVIDER agrees to cooperate fully with any reasonable requests for information from COUNTY which may be necessary to complete any internal or external audits relating to this Agreement.

E. PROVIDER agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of PROVIDER's violation of PROVIDER's violation of the terms of this Agreement.

35. AUDITS AND INSPECTIONS

The PROVIDER shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The PROVIDER shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure PROVIDER's compliance with the terms of this Agreement.

1 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), PROVIDER
2 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final
3 payment under contract (Government Code Section 8546.7).

4 Notwithstanding the provisions stated in Section Two (2) TERM of this Agreement, it is
5 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit
6 procedures and requirements as stated in this Agreement have been completed to the review and
7 satisfaction of COUNTY. PROVIDER shall bear all costs in connection with or resulting from any audit
8 and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures
9 disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest and
10 penalties.

11 **36. RECORDS**

12 A. RECORD ESTABLISHMENT AND MAINTENANCE – PROVIDER shall
13 establish and maintain records in accordance with State and Federal rules and regulations in addition to
14 those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except
15 as otherwise authorized by COUNTY, PROVIDER shall retain all other records for a period of five (5)
16 years after receiving the final payment under this Agreement or the earlier termination of this Agreement,
17 or until State and/or Federal audit findings applicable to such services are resolved, whichever is later.

18 B. DOCUMENTATION – PROVIDER shall maintain adequate records in sufficient
19 detail to make possible an evaluation of services, and contain all the data necessary in reporting to the State
20 of California and/or Federal agency. All client records shall be maintained pursuant to applicable State of
21 California and Federal requirements concerning confidentiality.

22 C. REPORTS – PROVIDER shall submit to COUNTY monthly fiscal and all program
23 reports as further described in Section Seventeen (17) REPORTS – Substance Use Disorder Services.
24 PROVIDER shall submit a complete and accurate year-end cost report for each fiscal year affected by this
25 Agreement, following the end of each fiscal year affected by this Agreement. PROVIDER shall also
26 furnish to COUNTY such statements, records, reports, data, and information as COUNTY may request
27 pertaining to matters covered by this Agreement. All reports submitted by PROVIDER to COUNTY must
28 be typewritten.

1 D. SUSPENSION OF COMPENSATION – In the event that PROVIDER fail to
2 provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold
3 payments until there is compliance.

4 E. DISALLOWANCES – Payments by COUNTY shall be in arrears, for services
5 provided during the preceding month, within forty-five (45) days after receipt, verification and approval of
6 PROVIDER invoices by COUNTY’S DBH-SUD Services. If payment for services are denied or
7 disallowed by State; and subsequently resubmitted to COUNTY by PROVIDER, the disallowed portion
8 will be withheld from the next reimbursement to the PROVIDER until COUNTY has received
9 reimbursement from State for said services.

10 F. CLIENT CONFIDENTIALITY – PROVIDER shall conform to and COUNTY shall
11 monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including
12 but not limited to confidentiality of information requirements of 42 Code of Federal Regulations § 2.1 et
13 seq., Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and
14 11812, Civil Code, Division 1, Part 2.6, and 22 California Code of Regulations § 51009.

15 **37. NOTICES**

16 The persons and their addresses having authority to give and receive notices under this
17 Agreement include the following:

18 COUNTY

19 Director, Fresno County
20 Department of Behavioral Health
21 4441 East Kings Canyon Ave
22 Fresno, CA 93702

PROVIDER

Promesa Behavioral Health
7120 N. Marks Ave, Ste 110
Fresno, Ca 93711

23 Any and all notices between the COUNTY and the PROVIDER provided for or permitted
24 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
25 delivered to one of the parties, or in lieu of such personal services, when deposited in the United States
26 Mail, postage prepaid, addressed to such party.

27 **38. CHANGE OF LEADERSHIP/MANAGEMENT**

28 Any and all notices between COUNTY and PROVIDER provided for or permitted under this
Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one

1 of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid,
2 addressed to such party.

3 In the event of any change in the status of PROVIDER's leadership or management,
4 PROVIDER shall provide written notice to COUNTY within thirty (30) days from the date of change. Such
5 notification shall include any new leader or manager's name, address and qualifications. "Leadership or
6 management" shall include any employee, member, or owner of PROVIDER who either a) directs
7 individuals providing services pursuant to this Agreement; b) exercises control over the manner in which
8 services are provided; or c) has authority over PROVIDER's finances.

9 **39. CHARITABLE CHOICE**

10 PROVIDER may not discriminate in its program delivery against a client or potential client
11 on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
12 participate in a religious practice. Any specifically religious activity or service made available to
13 individuals by the PROVIDER must be voluntary as well as separate in time and location from County
14 funded activities and services. PROVIDER shall inform County as to whether it is faith-based. If
15 PROVIDER identifies as faith-based it must submit to Substance Use Disorder Services a copy of its
16 policy on referring individuals to alternate treatment PROVIDER, and include a copy of this policy in its
17 client admission forms. The policy must inform individuals that they may be referred to an alternative
18 provider if they object to the religious nature of the program, and include a notice to SUD Services.
19 Adherence to this policy will be monitored during annual site reviews, and a review of client files. If
20 PROVIDER identifies as faith-based, by July 1 of each year PROVIDER will be required to report to SUD
21 Services the number of individuals who requested referrals to alternate providers based on religious
22 objection.

23 **40. LICENSING-CERTIFICATES**

24 Throughout each term of this Agreement, PROVIDER and PROVIDER's staff shall
25 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the
26 provision of the services hereunder and required by the laws and regulations of the United States of
27 America, State of California, the County of Fresno, and any other applicable governmental agencies.
28 PROVIDER shall notify COUNTY immediately in writing of its inability to obtain or maintain such

1 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
2 appeal related thereto. Additionally, PROVIDER and PROVIDER's staff shall comply with all applicable
3 laws, rules or regulations, as may now exist or be hereafter changed.

4 **41. AOD CERTIFICATION**

5 A. The COUNTY requires all COUNTY contracted providers of Alcohol and Other
6 Substance Use Disorder treatment services to obtain the California Department of Health Care Services
7 (DHCS) Alcohol and Other Drug Program (AOD) Certification. The AOD Certification Standards will
8 apply to all residential and outpatient treatment modalities. The purpose of the AOD Certification
9 Standards is to ensure an acceptable level of service quality is provided to program participants.

10 B. PROVIDER shall provide proof of a completed application for AOD Certification to
11 the County within Thirty (30) days from the execution date of this Agreement with the COUNTY. A copy
12 of the AOD Certification shall be submitted to the COUNTY when approved by the California Department
13 of Alcohol Drug Programs.

14 C. This AOD Certification requirement applies to every treatment facility operated by
15 the PROVIDER. PROVIDERS whose agencies are nationally accredited with the Joint Commission on
16 Accreditation of Health Care Organizations (JCAHO) or the Commission on Accreditation of
17 Rehabilitative Facilities (CARF) are exempt from this requirement of AOD Certification. PROVIDER
18 shall submit a copy of their JCAHO or CARF accreditation to the COUNTY within thirty (30) days from
19 the date this Agreement is executed. PROVIDER shall notify COUNTY if at any time their JCAHO or
20 CARF accreditation lapses or becomes invalid due to any reason during the term of this Agreement.
21 PROVIDER shall apply with DHCS for AOD Certification if their JCAHO or CARF accreditation lapses
22 or becomes invalid and shall submit a copy of the completed application for AOD Certification to the
23 COUNTY within thirty (30) days from the date the JCAHO or CARF accreditation lapses or becomes
24 invalid.

25 D. COUNTY shall terminate this Agreement immediately in the event any of the
26 following occurs:

27 1) PROVIDER fails to submit a copy of the completed application for AOD
28 Certification, or a copy of either their JCAHO or CARF accreditation within thirty (30) days from the

1 execution date of this Agreement with the COUNTY.

2 2) PROVIDER's application for AOD Certification is denied by DHCS.

3 3) PROVIDER fails to submit to the COUNTY a copy of the AOD Certification
4 within thirty (30) days after being approved by the DHCS, or certification is not maintained throughout the
5 contract period.

6 4) PROVIDER fails to apply for AOD Certification with DHCS or fails to
7 submit to the COUNTY a copy of the completed application for AOD Certification within thirty (30) days
8 after the JCAHO or CARF accreditation lapses or becomes invalid.

9 **42. COMPLAINTS**

10 PROVIDER shall log complaints and the disposition of all complaints from a consumer or a
11 consumer's family. PROVIDER shall provide a summary of the complaint log entries concerning
12 COUNTY-sponsored consumers to COUNTY at monthly intervals by the fifteenth (15th) day of the
13 following month, in a format that is mutually agreed upon. PROVIDER shall post signs informing
14 consumer of their right to file a complaint or grievance. PROVIDER shall notify COUNTY of all incidents
15 reportable to state licensing bodies that affect COUNTY consumers within twenty-four (24) hours of
16 receipt of a complaint.

17 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored
18 consumers, PROVIDER shall provide COUNTY with information relevant to the complaint, investigative
19 details of the complaint, the complaint and PROVIDER's disposition of, or corrective action taken to
20 resolve the complaint.

21 **43. DRUG FREE WORKPLACE**

22 PROVIDER shall comply with the requirements of the Drug-Free Work Place Act of 1990
23 (California Government Code section 8350).

24 **44. UNLAWFUL USE OF DRUGS AND ALCOHOL**

25 PROVIDER shall ensure that information provided to clients contains a clearly written statement
26 that there shall be no unlawful use of drugs or alcohol associated with PROVIDER. Additionally
27 PROVIDER shall ensure that no aspect of the program includes any message in materials, curricula,
28 teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health

1 and Safety Code (HSC) 11999-11999.3. PROVIDER shall maintain that any unlawful use of drugs and
2 alcohol is illegal and dangerous.

3 PROVIDER must sign the “Unlawful Use of Drugs and Alcohol Certification”, attached hereto as
4 Exhibit G, incorporated herein by reference and made part of this Agreement agreeing to uphold the
5 obligations of HSC 11999 – 11999.3.

6 COUNTY shall enforce the requirement of “No Unlawful Use” set forth by DHCS and requires
7 PROVIDER to enforce the requirement as well.

8 This agreement may be unilaterally terminated, without penalty, if PROVIDER or a subcontractor
9 that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and
10 Alcohol message or has an employee who is determined by the DBH Director or her designee to have
11 violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

12 **45. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

13 PROVIDER shall adhere to the State-County Contract requirement that no funds shall be used to
14 carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal
15 drug unless the DHCS chooses to implement a demonstration syringe services program for intravenous drug
16 users with Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

17 **46. CHILD ABUSE REPORTING**

18 PROVIDER shall utilize a procedure acceptable to the COUNTY to ensure that all of
19 PROVIDER’s employees, volunteers, consultants, subcontractors or agents performing services under this
20 Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set
21 forth in Penal Code section 11165.9. This procedure shall include having all of PROVIDER’s employees,
22 volunteers, consultants, subcontractors or agents performing services under this Agreement sign a statement
23 that he or she knows of and will comply with the reporting requirements set forth in Penal Code section
24 11166. The statement to be utilized by PROVIDER for reporting is set forth in Exhibit H, “Notice of Child
25 Abuse Reporting” attached hereto and by this reference incorporated herein.

26 **47. TRAFFICKING OF PERSONS PROVISIONS**

27 PROVIDER shall conform to all Federal statutes and regulations prohibiting trafficking of
28 persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons

provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA).

PROVIDER, PROVIDER's employees, subrecipients, and subrecipients' employees may not:

A. Engage in severe forms of trafficking of persons during the period of time that the award is in effect;

B. Procure a commercial sex act during the period of time that the award is in effect; or

C. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if PROVIDER or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the PROVIDER or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

PROVIDER must inform the DBH Director or her designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

PROVIDER must sign a certification annually acknowledging the Trafficking Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Exhibit I, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

48. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

This provision is only applicable if PROVIDER is a disclosing entity, fiscal agent, or managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104, and 455.106(a)(1),(2).

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by PROVIDER by completing Exhibit J "Disclosure of

1 Ownership and Control Interest Statement,” attached hereto and by this reference incorporated herein.
2 PROVIDER shall submit this form to the Department of Behavioral Health within thirty (30) days of the
3 effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via email
4 to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

5 A. Name and address of any person(s) whether it be an individual or corporation with
6 an ownership or controlling interest in the disclosing entity or managed care entity.

7 1) Address must include the primary business address, every business location
8 and P.O. Box address(es).

9 2) Date of birth and Social Security Number for individuals.

10 3) Tax identification number for other corporations or entities with ownership
11 or controlling interest in the disclosing entity.

12 B. Any subcontractor(s) in which the disclosing entity has five (5) percent or more
13 interest.

14 C. Whether the person(s) with an ownership or controlling interest of the disclosing
15 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling or
16 child. Including whether the person(s) with ownership or controlling interest of the disclosing entity is
17 related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more
18 interest in any of its subcontractors.

19 D. Name of any other disclosing entity in which an owner of the disclosing entity has
20 an ownership or control interest.

21 E. The ownership of any subcontractor with whom the provider has had business
22 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
23 and

24 F. Any significant business transactions between the provider and any wholly owned
25 supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of
26 the request.

27 G. Any person(s) with an ownership or control interest in the provider, or agent or
28 managing employee of the provider; and

1 1) Has been convicted of a criminal offense related to that person's
2 involvement in any program under Medicare, Medicaid, or the title XX services program since the
3 inception of those programs.

4 H. The ownership of any subcontractor with whom the provider has had business
5 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
6 and

7 I. Any significant business transactions between the provider and any wholly
8 owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the
9 date of the request.

10 **49. CONTROL REQUIREMENTS**

11 Performance under this Agreement is subject to all applicable Federal and State laws,
12 regulations and standards. In accepting the State drug and alcohol combined program allocation
13 pursuant to California Health and Safety Code section 11757, PROVIDER shall establish written
14 accounting procedures consistent with applicable Federal and State laws, regulations and standards, and
15 shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply with
16 these requirements. These requirements include, but may not be limited to, those set forth in this
17 Agreement, and:

18 A. Division 10.5 of the California Health and Safety Code;

19 B. California Government Code sections 16366.1 through 16367.9 and 53130
20 through 53138;

21 C. Title 9, Division 4 of the California Code of Regulations;

22 D. 42 United States Code (U.S.C.) section 300x-5;

23 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act
24 Amendments of 1996);

25 F. Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local
26 Governments and Non-Profit Organizations); and

27 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
28 Grants).

1 **50. SEPARATE AGREEMENT**

2 It is mutually understood by the parties that this Agreement does not, in any way, create a
3 joint venture among PROVIDER(S). By execution of this Agreement, PROVIDER(S) understands that
4 a separate Agreement is formed between each individual PROVIDER and COUNTY.

5 **51. GOVERNING LAW**

6 Venue for any action arising out of or related to this Agreement shall only be in Fresno
7 County, California.

8 The rights and obligations of the parties and all interpretation and performance of this
9 Agreement shall be governed in all respects by the laws of the State of California.

10 **52. ENTIRE AGREEMENT**

11 This Agreement, including all Exhibits, COUNTY's Revised RFP No. 17-030 and
12 PROVIDER's response thereto, constitutes the entire Agreement between PROVIDER and COUNTY
13 with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
14 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless
15 expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 ATTEST:

5 **CONTRACTOR:**
6 **PROMESA BEHAVIORAL HEALTH**

7 By Michael Der Manuel

8
9 Print Name: MICHAEL DER MANUEL

10 Title: PRESIDENT
11 Chairman of Board, or President
12 or and Vice President

13
14 By Susanne P. Prnett

15 Print Name: Susanne P. Prnett

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

COUNTY OF FRESNO

By: Brian Pacheco
Brian Pacheco, Chairman
Board of Supervisors

Date: 4-4-17

BERNICE E. SEIDEL, Clerk
Board of Supervisors

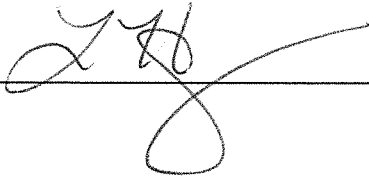
By: Susan Bishop, Deputy

Date: 4-4-17

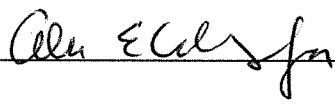
21 **PLEASE SEE ADDITIONAL**
22 **SIGNATURE PAGES ATTACHED**

23
24 Contact: Chief Executive Officer
25 Promesa Behavioral Health
26 7120 N Marks Ave, Ste 110
27 Fresno, Ca 93711
28

1 **APPROVED AS TO LEGAL FORM:**
2 **DANIEL C. CEDERBORG, COUNTY COUNSEL**

3
4 By:  _____

5
6 **APPROVED AS TO ACCOUNTING FORM:**
7 **OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/**
8 **TREASURER-TAX COLLECTOR**

9
10 By:  _____

11
12
13 **REVIEWED AND RECOMMENDED FOR**
14 **APPROVAL:**

15
16
17 By:  _____

18 **DAWAN UTECHT, Director**
19 **Department of Behavioral Health**

20
21 The following is for COUNTY's use:

22 Fund/Subclass: 0001/10000

23 Organization: 56302081

24 Account/Program: 7295/0

25
26
27 lw

Promesa Behavioral Health Service Addresses

VENUE	SITE LOCATION
First Presbyterian Church of Coalinga	475 Sunset St Coalinga, Ca 93210
Westside Family Preservation Service Network	16846 4th St Huron, Ca 93234
Firebaugh Police Department	1575 11th St Firebaugh, Ca 93622
Firebaugh Office V.S Kaleka MD	992 O Street Firebaugh, Ca 93622
Mendota Office V.S Kaleka MD	507 Oller St Mendota, Ca 93640
United Health Centers of the San Joaquin Valley	16928 11th St Huron, Ca 93234
United Health Centers of the San Joaquin Valley	121 Barboza St Mendota, Ca 93640

Promesa Behavioral Rural Outpatient Services SCOPE OF WORK

Promesa will provide evidence-based, quality outpatient treatment services to rural adult residents in Fresno County. Promesa further understands that the purpose is to increase participation in Drug Court recommended assessments, treatment planning and treatment services.

In order to meet this objective, Promesa proposes to provide Promesa's TOADS program, a telecare driven service in rural Fresno, supported by on-site sessions. Promesa will implement as follows:

1. SUD services to rural Fresno County residents (male/female) when it is determined that services are medically necessary.
 - i. Enrolled clients will be assessed to determine medical necessity for treatment determined by board certified physicians.
 - ii. Once medical necessity is established, clients are placed into a treatment program (preferably telecare).
 - iii. Medical necessity is determined by medical review and through assessments using the DSM-V for diagnosis as well as ASAM levels to determine level of care.
 - iv. If medical necessity is not established, clinical staff refer clients to a lower level of care; staff actively assists clients to make these linkages.
 - v. Telecare treatment is supported by a minimum of 3 onsite, individual meetings. The on-site in-person meetings are the intake/assessment/placement in treatment, continuous treatment plan reviews and a treatment completion/ discharge planning interview. Clients will remain active as long as medical necessity for treatment is determined and signed off by the Medical Director (the Justification To Continue Treatment Services). TOADS follows both ASAM protocols and MediCal procedures for treatment continuation. ASAM calls for continuous review of dimensions of level of care while MediCal requires review every 90 days for treatment planning updates.
 - vi. Through telecare treatment, SUD clients will identify and accept their use and dependence.
 - vii. Through telecare treatment, SUD clients will come to understand the dynamics of the addictive process and the outcomes/results of addiction on self, family and employability.
 - viii. Through successful completion of telecare based treatment, SUD clients will emerge to lead productive, self-sufficient and substance free lifestyles.
2. SUD services meet all applicable regulations and standards.
3. SUD services are delivered in line with CLAS standards.
4. SUD services are delivered under DMC certification.
5. SUD clients will have at least 1 diagnosis from the ASAM and/or DSM for Substance Related and Addictive Disorders.
6. SUD services will begin between 30-60 days of notice of award and contract execution.
7. SUD services will be provided primarily in the communities of Firebaugh/Mendota and Coalinga/Huron, with satellite sites in other rural communities, as need arises.
8. SUD services are provided in the threshold languages prevalent in the County. In the identified services areas (Firebaugh/Mendota, Coalinga/Huron) the threshold language is Spanish. For clients who are in need of another language, Promesa draws from local resources to assist. Additionally, services are provided in compliance with the Americans

with Disabilities Act provisions. All of Promesa's facilities are accessible. In the event that a client is deaf or hard of hearing, the agency contracts with the Deaf and Hard of Hearing Services for sign language services. In providing telecare, if a deaf/hard of hearing client is referred, ongoing sign interpretation is arranged for that client.

9. Promesa has existing, County-approved CLAS policies. Further, all services are provided with cultural competency/humility as a standard, using members of the diverse staff and/or contracting with ethnically and linguistically skilled professionals in the community.
10. SUD clients are provided with a copy of the agency's grievance policies and process as part of their intake and admission to treatment. The grievance policy is included in the client's copies of their treatment agreement. All grievance procedures are posted in agency offices, in threshold languages.
11. SUD services will be delivered **at** community locations identified in the RFP and through negotiated collaboration agreements with community based organizations.

Experience and knowledge of adult outpatient drug free services, using evidence based practices and outcome informed treatments.

Promesa's Telecare Outpatient Alcohol and Drug Services (TOADS) will serve rural Fresno County residents needing SUD treatment. All treatment services are outpatient.

To ensure success in treatment outcomes for clients, Promesa utilizes several evidenced based approaches to treatment for substance use, use or addiction, detailed below:

- A. Treatment Modalities are behavioral approaches. Promesa meets clients where they are and are in the "here and now". Behavioral interventions help adults actively participate in their recovery from use and addiction, enhancing abilities to resist drug use. One main behavioral approach is Cognitive-Behavioral Therapy (CBT). CBT strategies are based on the theory that learning processes play a critical role in the development of problem behaviors like drug use. Thus, Psycho-education continuously educates about substances and the harm they cause to the body. Clients learn how to anticipate problems and develop effective coping strategies. They may be assisted in this by the Peer Support Specialist.
- B. In CBT, adults explore the positive and negative consequences of using drugs. They learn to recognize distorted thinking patterns and triggers of use; identify and anticipate high-risk situations; and apply self-disciplined skills. Skills including practical problem solving, anger management, emotional regulation and refusal.
- C. Another behavioral approach modality is Motivational Enhancement Therapy (MET), that supports adolescents and adults to resolve their uncertainty about engaging in treatment and abandoning their drug use. MET includes an initial assessment of motivation to participate in treatment, where counselor supports the client to develop a desire to participate by providing non-confrontational feedback and is to strengthen motivation and build a plan for change. Both of these Evidence-Based approaches yield successful outcomes when conjoined.
- D. Promesa also utilizes the MATRIX Model, a proven effective, evidence based protocol, particularly for cocaine and methamphetamine addicts. Its design is intensive outpatient program services, using telecare-based treatment that covers 6 key clinical areas (individual/conjoint therapy, early recovery, relapse prevention, family education, social support and urine testing). MATRIX runs from 16-52 weeks of treatment, depending upon client success. MATRIX is a directive, behavior-focused treatment approach, applied to adult clients.

Services will be delivered by a multidisciplinary, culturally competent staff and will include a broad array of medical, mental health and recovery-centered supports based on the cognitive behavioral model of treatment applied to **telecare services**:

- Risk-focused assessments, covering mental health and substance use;
- Psychiatric assessment, recovery plan through telecare treatment;
- Medication administration and management, when deemed necessary, is under supervision of aboard certified psychiatrist, Herbert A Cruz, MD (this is done through in person consultations);
- Family and support system engagement via individualized telecare;
- Individualized treatment plans, which also focuses on the process of awakening hope and enlivening the recovery journey which will be covered in the initial intake and assessment, then delivered through telecare. The goal of TOADS is to provide a recovery-oriented, trauma-informed learning environment that promotes independence, self-responsibility and self-determination through participating in a telecare treatment program;
- **Noncompliant Clients** -- Staff addresses non-compliant participants in several ways. If non-compliance is determined to be the result of resistance to electronically based treatment, counselors will add a schedule of direct individual and/or group sessions. If non-compliance is determined to be a lack of commitment to treatment, counselors will discuss the 'stages of commitment or readiness' (URICA) with clients, assisting clients to understand where they are on a 'readiness' scale. Staff may guide clients toward treatment while maintaining them on a caseload. Non-compliant clients will continue to receive messaging from both the assigned counselor and the Peer Support Specialist (PSS) on a weekly basis. Staff will contact clients who change phone numbers through mail and/or alternative contact identified during the admissions interview;
- **Transitions of care** -- are handled by securing client agreements to amend their treatment plan, along with an accompanying diagnosis supported by the DSM and/or ASAM. Staff will guide clients needing higher levels of care, generally residential treatment to choose an appropriate placement. Staff initiates a referral to a local facility, with the client present. Staff will track the referral until client is admitted to residential treatment or a program providing intensive outpatient treatment.
 - Staff will transition clients needing lower levels of care, yet still meeting medical necessity, into aftercare services. These clients still need contact with the treatment team to ensure commitment to recovery goals, while meeting less often. Lower levels of care may include additional contacts by the PSS.
 - Timeframes, revised: Staff shall maintain clients in active status in telecare services as long as they meet medical necessity for SUD treatment. During the admissions interview, clients and counselors determine the frequency of sessions.
 - Staff will schedule discharge planning sessions when either clients or counselors determine that treatment goals were met and recovery is progressing to the client's satisfaction and can realistically be sustained by the client.
- **Additional notes on the telecare resources integrated into TOADS.** Promesa will utilize the resources and curricula available through Hazelden, which offers a plethora of addiction treatment and recovery materials and resources to agencies (and clients). For example, Hazelden offers tremendous amount of digital resources:
- **THE DAILY PLEDGE: PEOPLE HELPING PEOPLE 24/7**
 - Interact with others who are establishing lives and families free from addiction. Clients may Access chats, online meetings, discussions and healthy check-in activities any day, any time, from anywhere. Clients may participate as anonymously, if they prefer. This

resource is similar to Facebook. Clients may post pictures and videos, post blogs and comment on discussions. It's free.

o **Hazelden's Social Community (SC)**

- o Similar to the Daily Pledge, the SC is a free online resource for anyone with a genuine interest in recovery from addiction, including those seeking recovery, maintaining recovery, working professionally in the field (or supporting friends or loved ones) in recovery. This unique community is home to daily recovery meetings, a lively discussion board, blogs by industry professionals, a book club with special offers and, most notably, a collection of supportive peers

o **Mobile Apps**

- o With Hazelden's mobile applications, clients will find the instant motivation needed to strengthen recovery and inspire personal growth no matter where they are (both geographically and stage of recovery). Promesa's telecare staff utilizes Hazelden's mobile apps to support their counseling with clients.

o **eBooks**

- o Clients are invited to explore Hazelden's vast library of tablet and mobile-friendly reading resources available to help people recognize, understand and overcome addiction and closely related issues.

o **Online Meetings**

- o **Hazelden** - Clients, who desire more online meetings than are available through Promesa, are advised that 1. if they participate in Hazelden's online meetings to supplement their recovery goals, AND 2. Want their online meeting attendance to count toward a court-ordered requirement, 3. Hazelden will provide confirmation of participation. Clients will be asked to provide a release of information to permit Promesa to obtain a record of these supplemental meetings.
 - Other AA websites offer online AA/NA meetings, with information on these resources provided to clients.

o **Podcasts**

- o Podcasts of recovery related discussions, ideas and resources are routinely posted.

o **After care** – Staff transitions clients to aftercare when it is determined that recovery is progressing and clients seem to need fewer contacts. Thus, aftercare is a step down in counseling sessions, instead of weekly or bi-monthly, sessions are monthly. Check-ins with clients before and after 'troublesome' anniversary dates or cultural celebrations would also occur in aftercare. For many clients, anniversaries (weddings, deaths, divorces are triggers, along with cultural events that are often celebrated with alcohol – Cinco de Mayo, Sept. 16th, Dia de los Muertos).

- o Additionally, clients will be encouraged to participate in locally available 12-step activities (AA/NA, Celebrate Recovery or other groups; staff will research available activities/schedules and provide information to clients). These recovery programs are very effective in helping clients maintain their sobriety goals.
- o Clients would also receive support from the Peer Support Specialist, who would send texts, inspirational messages and other electronic encouragements.

o After care will continue as long as medical necessity is present, as determined by ASAM level of care reviews and DSM assessments.

o Further, counseling staff and the peer support specialist will connect clients to these additional resources to sustain the progress they have made in recovery.

o In serving clients through electronic resources, Promesa has found that providing clients with access to vetted, high quality online resources aids in recovery, one key resource is:

<http://drugabuse.com/?s=after+care>. Staff also conducts random drug testing for client accountability.

- o Alumni of the telecare program are encouraged to participate in:
 - Alumni meetings as a component of the aftercare plan
 - Attend alumni contact/events/activities, such as
 - Recovery Book club
 - Dinners
 - Picnics
 - Recovery workshops
 - Volunteer –Tell your story of recovery to current clients in treatment
 - Sign up to receive informative emails from Hazelden, from staff and from the Peer Support Specialist.

By providing online real-time, interactive audio and video-based alcohol and drug use treatment, TOADS brings electronic, web based, mobile treatment to its clients. TOADS is designed to be ideal for anyone who is seeking an alternative to traditional treatment programs, who is unable to access traditional treatment programs (due to transportation difficulties, lack of locally available services or inability to pay for treatment). TOADS uses a proven treatment approach that is based on cognitive behavioral therapy, supported by strong connections to other successful treatment strategies, such as the 12-Step philosophy. Online sessions present information on relapse prevention, medical aspects of addiction, anger management and other topics.

The evidenced based treatment modality utilized by Promesa in addiction treatment is Cognitive-Behavioral Therapy (CBT), which is an empirically supported treatment that focuses on patterns of thinking that are maladaptive and the beliefs that underlie such thinking. For example, a person who is depressed may have the belief, "I'm worthless," and a person with a phobia may have the belief, "I am in danger." While the person in distress likely holds such beliefs with great conviction, with a therapist's help, the individual is encouraged to view such beliefs as hypotheses rather than facts and to test out such beliefs by running experiments. Telecare aids in changing these thought patterns by giving patients more frequent access to a counselor (than the typical once a week or once a month appointment). Continuous contact through texting and voice messaging enables the client to perhaps more quickly establish new behavioral patterns.

As an added benefit, telecare has the potential to greatly decrease the cost of traditional face-to-face therapy while still maintaining effectiveness. The combination of low cost, ease of use, and accessibility in a society that values the use of instant communication make telecare therapy plausible for rural patients. Telecare has proved an effective tool in reaching patients of all age groups – even seniors who respond well to technological additions to treatment and access to their treatment team.

In Promesa's experience in implementing in telecare, Promesa found that the benefits of 'mobile' therapy lie in its ability to help patients receive more individual attention from addiction counselors. Because, as a means not only of communication but also of getting, exchanging information, being entertained irrespective of social class or literacy level, smart phone usage is a ubiquitous presence in life -- these benefits combine effortlessly considering society's increasing tendency to communicate via text messaging as opposed to voice conversations. The combination of instant communication, availability, and user friendliness contribute to the effectiveness of telecare.

The addiction counselors at Promesa have observed client responses to cognitive-behavioral therapies (CBTs) to be positive and produce successful treatment outcomes. CBT is among the most frequently evaluated approaches used to treat substance use disorders, has been shown to be effective with all types of substance users, especially those 18-30 who have more affinity for electronic

communication and are comfortable with instant messaging, texting, e-mailing, tweeting, Facebook® and other forms of electronic connecting. Promesa's clients respond well to telecare based CBT, because:

- o It is based on social learning and behavioral theories of drug use
- o The basic approach is "recognize, avoid, and cope" these learning strategies are
- o Easily communicated via telecommunications
- o Treatment is organized around a functional analysis of substance use; i.e.,
- o Understanding substance use with respect to its antecedents and consequences,
- o Insights are amenable to text messaging, for example.
- o Skills training -- that is easily reinforced through web-enabled mobile phones -- is
- o Focused on strategies for coping with craving, fostering motivation to change,
- o Managing thoughts about drugs, developing problem solving skills, planning for and managing high-risk situations, identifying apparently irrelevant decisions, and
- o Cultivating drug refusal skills.
- o Underlying principles of CBT are that:
 - (a) Basic skills should be mastered before more complex ones are given,
 - (b) Material presented by the addiction counselor is matched to patient needs,
 - (c) Repetition fosters the development of skills which are easy to deliver by web based methods,
 - (d) Since practice is needed for mastery of skills, patients get more reinforcement from addiction counselors,
 - (e) The patient is an active client in treatment, and
 - (f) Skills taught are generalizable to a variety of problem areas.

Researchers have noted that there is nothing inherent in CBT that would make it inappropriate for use with diverse clients. Promesa's bilingual/bicultural substance use counselors have successfully utilized CBT with many of the Latino, Asian, Native and African American clients. In fact, the specific ways in which CBT may be particularly useful for multicultural clients:

- CBT emphasizes the uniqueness of the individual: At its core, CBT argues that the treatment should be adapted to meet the needs of the individual.
- CBT focuses on client empowerment: The inherent belief that clients are in control and, therefore, capable of bringing about change themselves helps create a collaborative relationship which appreciates individual and cultural differences.
- CBT focuses on conscious processes and specific behaviors (instead of unconscious processes and abstract ideas): Hays notes that this may be especially important when therapy is conducted in a client's second (or third, etc.) language or with an interpreter. Research indicates that fluency in a 2nd language is negatively affected by emotional distress. A therapy that emphasizes theoretical and abstract ideas may result in a greater potential for misunderstanding between the therapist and a distressed client.
- CBT integrates assessment throughout the course of therapy: This cognitive-behavioral assessment maps progress from the client's perspective. In fact, assessment measures could easily be added to the battery that addresses concepts important to the client (e.g., the family's views of the client's progress). Additionally, this emphasis on continuing assessment demonstrates therapist commitment and respect for the client's opinion, which is important for all clients, but perhaps more so for the client and therapist whose backgrounds differ.

CBT is rendered more effective when supported through Mindfulness and Motivational Interviewing techniques. These strategies lend themselves well to electronically delivered treatment and the telecare clients have responded well to these techniques. Promesa's retention in telecare treatment is nearly 80%.

Experience and/or knowledge of working with relevant statewide, municipal and community based organizations that interface with target population.

1. Most of Promesa's clientele are referred from municipal departments (Department of Social Services, Department of Behavioral Health, Probation and/or Drug Courts), thus the agency have deep experience in working closely with agencies which interface with the target population.
2. Promesa has provided substance use services throughout Fresno County, often in collaboration with local school districts.
3. Promesa's TOADS program was aimed specifically at rural clients faced with obstacles to treatment (transportation difficulties, lack of local services or inability to meet the cost of treatment, lack of childcare). When treatment is electronically available through telecare, rural clients respond favorably and generally tend to 'stick it out' to meet treatment goals. Promesa's telecare program experienced self-referrals for treatment, largely due to convenience along with quality of care.

Promesa's ability to work in cooperation with other agencies to provide linkages to supportive and ancillary services (AA/NA)

- a) The power of 12 Step Programs lies in the self-help philosophy which enables clients to exercise some of the skills they will learn – such as reaching out for social support when the temptation to drink/use comes up. Studies have shown that people who attend 12 step groups and work the program by getting involved, finding a sponsor, working the steps and giving back (making speeches, commitments to help out at meetings, sponsoring others or in other ways) tend to do well in recovery in the long term.
- b) How these will be brought to rural areas -- That said, 12 step programs are not available in every rural community. Promesa will work with clients and the AA Central Office in Fresno for their assistance to organize groups in the targeted rural communities of Firebaugh/Mendota and Coalinga/Huron.
- c) Promesa offers outpatient substance use programs that serve clients across the age spectrum (12-17 years, adults (18+). Promesa's services are available at school based sites (for juveniles) and Promesa's clinical sites in Fresno and Mendota (for adults).
- d) Promesa's outpatient services adhere to Medi-Cal standards. Generally, a referral is made by a counselor, teacher, parent, probation officer, social worker, self-referral or a friend. The referral is given to the substance use counselor who makes an appointment for a complete assessment. The counselor assesses the client by taking a complete history to determine if client qualifies according to the criteria found in the DSM-V and the levels noted in the ASAM diagnostic tools. Typically, a client who has been using drugs or alcohol in the last 12 months which severely impacts their life, such as their health, school work, work, relationships, and truancy screen positively for admission.
- e) Other services provided are crisis management for substance use and collateral counseling. Counselors do crisis counseling when a client is in danger of relapse. Counselors also do a family, close relative or friend session in relation to the client's sobriety or safety. Counselors coordinate with probation officers, Child Protective Services, Department of Behavioral Health, Superior Court officials and other agencies in order to coordinate services.

Promesa's principals, who will be responsible for project, background, credentials, training, experience

Lisa Weigant	Chief Executive Officer
Education	Masters of Arts in Counseling Psychology from National University
Qualification in Mental Health Administration	Appointed CEO of Promesa Behavioral Health in June 2009; Previously Program Manager for TAY program in Fresno County.
Experience	25+ years' experience in the Social Services field in different administrative capacities
Expertise in Mental Health Administration	Mental Health Clinician with Outpatient Mental Health Department since April 2007; TAY program coordinator from 2007 – 2009.
Roles and Responsibilities: Provide agency oversight to all Division Managers, meet with funders and program analysts of funded projects. Supervise all Division Managers. Report to Board of Directors.	
Mandi Reed	Director, Substance Use Division, Licensed MFT (License # 51916), Principal Rural Outpatient Program Lead
Education	Masters of Science, Counseling, Marriage & Family Therapy, CSUF 2008
Licenses	Marriage and Family Therapist; clearance: California Board of Marriage & Family Therapists approved supervisor
Expertise	Program Manager for the Telecare Outpatient alcohol and Drug Services (TOADS) program, supervising the dialing administration and treatment staff, including direct client care.
Roles and Responsibilities: Oversee the rural communities drug treatment services including direct and telecare, along with overall daily oversight of staff to ensure program outcomes; accurate recordkeeping and documentation of program activities; regular communication with designated County staff. Reports to C.E.O.	
Susanne Pruett	Controller
Education	CSU – Fresno and Reedley College majors in accounting
Expertise in Accounting and Fiscal Management	Professional background in accounting and fiscal management; Promesa's Controller since 2010, oversees all fiscal aspects of annual budget of \$8.4 million
Roles and Responsibilities: Prepares all fiscal reports for governmental agencies, Board of Directors, funding entities. Prepares all documentation essential for annual audit of Promesa. Completes all month-end and year end procedures and fiscal reporting. Reports to the C.E.O.	
Herbert A Cruz, MD	Consulting Psychiatrist
Education	MD Michigan State University College of Human Medicine; UCSF Fresno General Psychiatry Medical Education Program
Expertise	Specialty in culturally competent, board certified in psychiatric services and mental health education; consulting psychiatric work for the agency.
Roles and Responsibilities: Provide psychiatric recommendations for best practices for treatment, education and general medical direction regarding rural services, engage staff in case overview and in reflective practice, conduct in service training to staff, particularly in regards to rendering culturally appropriate telecare. Reports to the CEO and Program Manager.	
Jessica Taylor	Telecare Treatment Specialist

Education	Masters of Science in Rehabilitation Counseling, CSU Fresno
Experience	Bilingual/bicultural Spanish speaking
Expertise	Provided telecare based treatment for clients enrolled in TOADS program
Roles and Responsibilities: Provide telecare substance use treatment to rural and urban residents. Reports to Program Director.	
Jessica Uriarte	Telecare Treatment Specialist/SUD Counselor
Education	Substance Abuse Counselor RADT, CAAR Institute, Fresno
Experience	Bilingual/bicultural Spanish speaking service to substance use clients
Expertise	Treatment substance use direct and telecare counseling services.
Roles and Responsibilities: Provide treatment, telecare based counseling and referral services to rural clients dealing with substance use/misuse. Reports to Program Director.	
Michael Molina	Substance Use Counselor
Experience	Bilingual/bicultural Spanish speaking
Expertise	Direct counseling in substance use, adults
Roles and Responsibilities: Provide telecare based counseling and referral services to rural clients dealing with substance use/misuse. Reports to Program Director.	
Ruby Fabela	Program Office Assistant, Bilingual Spanish/English
Education	AA in Criminal Justice, 2009, Kaplan College
Experience	Broad experience in providing bilingual program services and educational training in life skills, independent living and similar activities.
Roles and Responsibilities: Knowledge of helping client complete Hazelden supplemental treatment materials, as well as knowledge and adaptability in a non-static environment. Assists treatment team in data collection, compilation and reporting. Acted as a bilingual liaison between different agencies and programs to coordinate projects. Reports to the Program Director.	
John Kasdorf	Consulting Telecare Technologist
Education	Masters in Information Technology, AI University, Chicago
Experience	Broad experience in developing telecare based networks for institutions and County governments
Roles and Responsibilities: Knowledge of telecare based technologies, networks and interfaces, keeps equipment and encryption software functioning, services distal sites. Reports to CEO and Program Director.	
Ryan Rinard	Peer Support Specialist, Contracted
Experience	Ryan attributes his recovery and maintenance of recovery to the treatment he received as a telecare client. Ryan has developed websites and other electronic tools to offer support and encouragement to others in recovery and serve as a telecare coach.
Roles and Responsibilities: Knowledge of telecare based recovery and available online resources to support recovery, attends training for Support Specialists, adheres to confidentiality guidelines and processes. Provides progress notes to counselors on his interactions with clients, types of messages/contacts he has made with clients (texts, emails, podcasts, online resources), services as a member of the treatment team, collaborates with counseling staff, reports to Program Manager.	

Key personnel, including sub-contractors:

- a) Key personnel are identified immediately above. Resumes for each staff are included in the Attachments portion of the application.
- b) One key consultant for the TOADS program is Herbert A Cruz, M.D., who serves in a clinical capacity, reviewing cases as requested by treatment staff, suggesting treatment recommendations, prescribing and monitoring psychotropic medications and providing in service training to staff. Dr. Cruz is well versed in the requirements for implementing telecare SUD treatment services.
- c) The telecare technology expert who will provide services to ensure equipment and encryption software functions is John Kasdorf. He will set up distal sites and provide troubleshooting if issues arise.
- d) A Peer Support Specialist, Ryan Rinard, will provide peer support services to clients and serve as a paraprofessional member of the treatment team.
 - i. Promesa's Peer Support Specialist (PSS) offers recovery support to clients in TOADS. Counselors will provide the PSS with contact information for active clients.
 - ii. The PSS will receive training in the role of a PSS in the recovery support of clients, both active, in aftercare and non-compliant. This training will follow the recommendations of NAADAC.
 - iii. The interaction with Promesa's PSS can be a tremendous resource and adjunct to the foundation of recovery and aftercare. With inspirational words, motivational text messages and supportive emails, the PSS will be the extra support assisting with not only the direct duration of a treatment program but extending into the aftercare planning as well. Promesa's PSS is committed to offering personalized coaching and support. Recovery is a lifelong journey and the PSS is a testament that clients are not alone in the journey.
 - iv. The PSS's only contact with clients will be electronic.
 - v. The PSS will conduct engagement activities electronically through agency-approved means (YouTube, texting, inspirational messages). The PSS will document all contacts with clients and share his field notes with the counseling staff.
 - vi. The PSS promotes and models the concept of recovery to program participants; Serves as a member of the multidisciplinary team and shares practical insight related to illness management, life skills, and the lifelong recovery process; May act as an advocate for the client when appropriate.
 - vii. The PSS will adhere to confidential codes of conduct regarding clients. The PSS will have demonstrated an ability to remain clean/sober resulting from his own journey to recovery.
 - viii. The PSS will also be an essential partner to clients in the aftercare portion of the program, sharing connections to resources, such as Hazelden, SAMHSA and other online resources. The PSS may also -- at his discretion -- discuss his recovery journey.

- e) There are no subcontractors involved in this program.

Intake and assessment process for clients referred

- Diagnostic assessments for adults are conducted in a manner that identifies the historical and current information of the potential client as well as his or her needs, abilities, and strengths. Information is gathered in a face-to-face interview, written documentation, and contact with referring agencies and family.
- Clients must meet medical necessity, as determined by a physician, AND must have at least one diagnosis from the DSM III/IV for substance related and addictive disorders as well as a positive placement in an ASAM level.
- Clients must be 18 years of age (or over) to qualify for adult rural outpatient services.
- Clients must have a history of substance use. The substances involved are identified as part of the intake/assessment/diagnostic interview, along with the social, psychological, and physical and/or behavioral problems related to alcohol and other drug use as determined by ASAM level, and medically determined.
- Admission to treatment is not denied on the basis of ethnic group identification, religion, age, sex, color, or disability. Promesa does not restrict admission to those persons who can be expected, physically and mentally, to benefit from the services and settings available.
- Clients will not be admitted who have major physical or emotional disabilities or illness which represent an immediate danger to staff, self, or others; or who require an immediate medical evaluation or medical/nursing care.
- Clients must have some motivation to address their drug/alcohol issues; clients will also be assessed for their willingness to receive counseling through telecare services. Clients will be advised of the role and support resources being offered in telecare treatment and permission to connect them with the Peer Support Specialist will occur during intake.
- The staff will review the personal technology available to the client (personal smartphone, laptop computer with webcam, or ability to get to a local distal site to access technology). This technology review is essential to enroll a client in telecare based services.
- At the time of the intake interview, the Counselor will determine whether the client qualifies for services, should be referred to a medical facility, in-patient facility or other facility for detoxification, based upon clinical assessment of client.
- When a prospective client is incarcerated or hospitalized, the counselor will make arrangements for a face-to-face interview at the client's location, as appropriate and permitted by the institution.
- When a client does not meet the medical necessity determination, staff provides referral to a lower level of care.

As noted above, clients recommended for treatment must meet the definition of medical necessity for services based on the ASAM Criteria

- A. In order for Promesa to admit to treatment, the client must meet the definition of medical necessity, based on ASAM criteria.
 - O Promesa regularly reviews each case, with the contracted psychiatrist, to ensure that clients meet the definition of medical necessity for services, based on ASAM criteria; in each case review, staff measures each client's progress against the criteria for a Level 1 or Level 2 outpatient program recommended by the American Society for Addiction Medicine. The

program expects those clients who engaged in treatment meet the ASAM criteria for admission to treatment.

Firm organizational structure

1. Promesa Behavioral Health is structured in accordance with the regulations governing nonprofits. The agency is steered by a Board of Directors, who provide governance and administrative oversight to the Chief Executive Officer (CEO).
 2. The CEO manages the organization with the assistance of 4 Division Managers, along with a Human Resources Director, a Controller and IT Technical Resource Specialist.
 3. The 4 Agency Divisions are: Substance Use/Mental Health, Residential Services, Foster Family Agency and Adoptions. The Division Managers provide daily oversight to technicians, social workers, interns, counselors, and professional staff.
 4. The agency's administrative and management teams are highly qualified with specific experience, licensing or certifications in the programs they guide. These programs encompass a variety of services -- 24 hour groups homes, foster families in multiple California counties whose referrals represent many different language and ethnic groups, outpatient mental health, and outpatient alcohol and drug use, adoption home studies conducted in several California counties.
 5. Each Division and client component brings unique legal, reporting, billing, accounting, and human resource requirements. The broad range and evolving composition of the programs requires a management team that is responsive to the needs of the clientele, referring partners and to the Counties who contract for Promesa's services. To meet this need, the Human Resources Department seeks candidates who are well prepared in terms of education, licensing and experience.
- B. To assist in ensuring the highest quality of services, Promesa secures the services of consultants, experts in their fields, to guide staff. Substance use/mental health services are assisted through the services of Diane Kesckes, M.D., Substance Use Division Chief Medical Director, with addiction and culturally relevant specialty consulting provided by psychiatrist Herbert A. Cruz, M.D.
- C. With a budget of \$8.5 million annually the agency has fully staffed finance, human resources and maintenance departments. The directors of finance and human resources have an average of 20 years of experience in their respective fields.
- D. Continuous quality assurance is carried out by each Division Manager and designated staff.

Organizational plan and management structure

Telecare is an innovative approach to reach communities that are unserved and disenfranchised. Promesa's TOADS program brings treatment and care even closer through the means of smart devices and/or remote, secure technology. In order to be admitted into the telecare portion of treatment, clients must be willing to use technology to receive counseling.

During the intake interview, clients are evaluated on their personal technology resources. Since smart devices are essential to receive counseling through telecare, clients must have such a device that can send and receive text messages, be video enabled and have internet access. Staff prefers clients to use their own technology for counseling sessions, as it enables treatment to occur without travel or other worries about accessibility **and** reduces costs to the agency and its funder. Those who do not have personal smart devices with sufficient data plans are scheduled to receive treatment through a secure

web-based terminal set up in a health care clinic, pharmacy or private office in a centrally located community setting. During the admissions interview, clients are advised they will be contacted by the Peer Support Specialist, informed of his role in supporting their recovery and to expect electronic contact from this paraprofessional member of the treatment team. Permission for this member of the treatment team to contact them will be obtained during the admissions interview.

For clients are provided confidentiality training during their assessment, intake and treatment planning appointment (which is done in person). Confidentiality training emphasizes that clients need to find a secure space within their home while their session is occurring. Clients are advised that a session will NOT occur if they are in a public, non-secure setting (ex: restaurant, coffeehouse, waiting room, library). Clients are provided with a personal access code that connects them to their counselor using encryption software which ensures their privacy during treatment sessions, texting correspondence and other electronic communications.

- Clinicians and addiction counselors schedule sessions with rural adult clients using video Smartphone and laptop technology that can securely access clients, to ensure they are receiving in-the-moment information or scheduled consultation/ treatment session;
- Existing EHR platform built to scale for expanding electronic record keeping (Promesa uses FAMCare, Promesa's federally certified EHR);
- Security around the EHR Promesa utilizes continues to match and/or exceed HIPAA regulations;
- Emergency tracking services are employed within the TOADS program. Electronic devices owned by Promesa which are used in treatment (like Smartphones and laptops (laptops enabled video or IM (instant messaging) have GPS built in to enable 911 responses to track emergency event locations (for example, a psychiatric crisis, evidence of immediate violence, an expressed threat of homicide or suicide or possible overdosing). Further, GPS enables staff to track devices owned by the agency, in the event of theft.
- Client's personal technology may or may not have GPS enabled tracking. Promesa does not request GPS information embedded in client devices.
- Additionally, Promesa seeks to expand Telecare services to un-served and/or under-served populations in rural communities. Promesa expects to demonstrate the cost effectiveness of telecare for rural substance use treatment as the most efficient model of care for rural residents who are hampered in seeking treatment by geography, accessibility/ availability or other limiting variable. One measure of cost effectiveness is to provide telecare through smart devices owned by clients. In providing telecare with clients using their own technology, Promesa has never experienced a confidentiality or security breach. When clients use their own technology for treatment, it seems to strengthen their commitment to treatment. Clients respect the integrity of the mobile therapy process and engage in the collaborative aspect of treatment.

Become DMC certified

- **Promesa is currently DMC certified**
- **Promesa is currently AOD certified**

Proof of these facts are contained in the Attachments portion of the binder.

SUD Certification (CARF)

- **Promesa is currently CARF accredited.**

Proof of this certification is contained in the Attachments portion of the binder.

CQI process

Clinical records are continually monitored by program staff, managers and consultants to assure that record keeping and services comply with applicable laws and regulations, standards of quality care, HIPAA requirements, meaningful use and the policies of Promesa Behavioral Health.

The Program Director is responsible for assuring that reviews take place. The file and the treatment plan reviews occur under the direction of the Program Director who involves the Medical Director, as appropriate.

CQM review is to assure:**Continuity of Activities**

A recovery treatment plan is developed within 30 days of the client's admission.

- Services required are provided and documented in the client's file.
- Failure of the client to keep scheduled appointments is discussed by the treatment team and action documented in the client's file. Every reasonable effort is made to sustain non-compliant clients in treatment.
- Progress in achieving the objectives identified in the treatment plan is assessed and documented, along with periodic review and updates to the treatment plan.
- The treatment plan is reviewed by the client and updated as needed, at least every 90 days, in accordance with MediCal procedures for justification to continue treatment services.
- The client's file contains all required documents according to all regulatory guidelines, including clinical notes.
- The client's interactions with the Peer Support Specialist are fully documented and included in the CQI review.
- If feasible, the client is followed-up after completion of program services as scheduled in the discharge summary.

File Review – at minimum shall occur at intake, when treatment plan revision is appropriate and at discharge. This review will assure that:

- The treatment plan/plan updates was relevant to the stated problem(s);
- The services delivered were relevant to the treatment plan; and
- Record keeping was in accordance with these standards

Treatment Plan Review – shall occur when a change in problem or in the focus of treatment occurs (as per ASAM levels of care reviews), or updates/changes to the treatment plan, or no later than 90 days after signing the initial treatment plan and no later than every 90 days thereafter as per MediCal regulations.

- Assess progress to date;
- Reassess needs and services; and
- Identify additional problem areas and formulate new goals, when appropriate.

Eligibility Review

Frequent review of client's third party payment eligibility, particularly for clients who are non-Drug MediCal eligible at intake. Assess that clients who became Drug MediCal eligible were guided through that qualification's process.

Focus on Results

The TOADS program aims to provide substance use/addiction counseling services in areas without direct SUD services, such as rural communities from which travel represents a significant commitment in time and an impediment to traditional, site-based services.

- 1) TOADS will provide innovative and secure videoconferencing for SUD treatment, enabling rural residents to meet sobriety goals, complete Drug Court recommendations and otherwise live healthier lifestyles.
- 2) Since Promesa currently uses telecare in substance use counseling, the agency is ready to implement the project upon award. Promesa has established workflow patterns in place for telecare staff, who schedule clients upon referral, guide them through the intake, assessment and orientation to telecare, who are skilled at scheduling the teleconferences, routinely send out appointment reminders to clients, answer questions promptly and serve as ambassadors of the program to clinicians, practitioners and others in the health care field.
- 3) The existing telecare staff, under the supervision of Promesa's consulting psychiatrist, Dr. Cruz, would be able to oversee a caseload of 60+ clients. In Promesa's substance use treatment program, there are 4 addiction counselors who are providing location based treatment, as well as telecare to support the treatment goals of clients. Counselors provide treatment at the urban Fresno location and in rural Mendota.
- 4) The Peer Support Specialist will only meet clients electronically. All contacts and types of messages will be documented.

Tracking and Reporting on Performance

- 1) From its inception Promesa has made performing to contract measures a priority. The measurement of contract performance is included in several of the quality management activities that Promesa conducts – with particular emphasis upon contract compliance agreements detailed by each County.
- 2) Promesa provides data reports on contract measures to its providers, based upon the frequency detailed by each County. The data captured in the reports is primarily from internal data sources. Data on contract measures is also available to providers and Promesa's Division management on a daily basis through an internal on-line database – FAMCare.
- 3) In addition to the continual review of data on performance measures, Promesa's Managers also conducts monthly Continuous Quality Improvement meetings with staff to review and discuss contractual indicators. Continuous Quality Improvement meetings are also used as a platform for staff to report on strategies utilized to increase any identified substandard performance. Processes and techniques that are used by those achieving performance are also discussed so that practice changes can occur.
- 4) Consistent with CARF standards, Division Managers are responsible for ensuring that clear, accurate, and timely information regarding all aspects of the quality management process are provided to its service recipients, Board, staff, and community stakeholders. Promesa attends and participates in monthly meetings with California Community Alliance.
- 5) At least annually, Promesa provides a report of findings of key quality assurance activities in the Annual Report.

- **Certificates of insurance** are included in Attachments in the RFP binders.
 - **Commercial liability**
 - **Automobile liability**
 - **Professional liability**
 - **Workers compensation coverage**
- **Fire clearance** to be provided upon request.

Flexibility in meeting unique client needs ...

With Telecare, this cost of treatment represents a vast savings over residential and/or traditional office-based outpatient care. Moreover, with telecare not only is money saved over time, but also time invested in recovery. The value of telecare for rural clients is it relieves the anxiety concerning transportation, especially if the client has no personal vehicle or no license to drive. Clients are also relieved of the stress of locating a treatment facility within urban Fresno, if one is unfamiliar with urban traffic.

Because Promesa can more easily serve clients using their own smart technology, staff conducts a technology review with each client, to determine the feasibility of the personal device for counseling sessions. In assessing the type of technology personally available to clients, Promesa staff conduct a thorough technology review and training with each client. This results in individualized 'connection' plans for each client, thus the counselors are electronically meeting with each client using a wide span of smart devices (laptops, iPhones, iPads, Blackberry, and so forth). Clients are schooled in issues of confidentiality when using their smart device for counseling. They are advised to NOT be in a public place when a session is scheduled, but rather a private place in their home or by conducting their session at a distal location arranged for the program.

Clients with limited data plans, older equipment or reluctance to use their own devices receive orientation for their scheduled sessions at a distal site (a clinic, community center or other spot that Promesa has secured for telecare services).

Dr. Cruz, the consulting psychiatrist for the TOADS program, prefers to meet clients using video-enabled smart technology. In concert with staff, he will review client treatment plans, particularly if the addiction counseling staff requests a medication review for the client. At intake, clients receive orientation and instruction using the chosen internet platform (most likely WebEx®) for their sessions with Dr. Cruz or the counseling staff.

Length of Treatment

The majority of treatment plans call for a minimum of 2 counseling sessions per month. Clients are typically provided a status interview at the end of 90 days (3 months) in treatment (as required by MediCal regulations). Clients will remain active in treatment as long as medical necessity exists. Clients who have met treatment goals will be transitioned into aftercare for a period of time, if medical necessity for "stepped down" frequency in treatment is determined. Discharge planning begins as clients progress through the ASAM levels of care and it is determined by the medical director that they can sustain recovery on their own.

The added value of TOADS is that clients can be scheduled for more frequent clinical sessions, since telecare is more cost effective to the agency and to the clients. Clients are sent text reminders for sessions and provided electronic inspirational messages. Clients are provided with a wide variety of additional online resources, primarily from Hazelden, to supplement their recovery. Client utilization of these expanded resources will be noted in their case files. Further, counselors are more immediately available to clients, should need arise.

To review, treatment planning follows the following protocols:

- A. The goal of the treatment is abstinence. However, since most clients experience a myriad of social problems including involvement in the criminal justice system, lack of employment, family, and other mental health issues, the agency recognizes the value of harm reduction strategies and utilizes them to achieve the ultimate goal of complete abstinence. Through networking and through other services provided by other divisions within the agency, the alcohol and drug treatment program is able to broaden its approach in addressing the range of these problems the client's experience.
- B. Promesa emphasizes services provided by caring, professional staff and makes every effort to hire licensed or certified staff as well as contract with board certified medical personnel when that is appropriate or required.
- C. On-site SUD counseling services are provided at Promesa's headquarters location from 8-5:30 Monday – Friday; Promesa offers evening sessions twice a week, from 6:00-8:00 pm. For rural clients, assessment/intake services are on-site at a distal location (a community center or health clinic) and through telecare for ongoing treatment.
- D. Promesa has a 24/7 emergency contact for those clients who may need immediate crisis management.
 - i. Bio-Psycho-social assessment (ASI), a mental health assessment and evaluation will occur in person/on site upon intake and upon program completion.
 - ii. Individual counseling for crisis, prevention of immediate relapse, or if relapse has occurred, recovery therapy, individual sessions primarily through telecare based sessions.
 - iii. Collaborative treatment planning occurs with client, counselor, and/or physician in an in-person, local context. Assessment, intake and treatment planning occurs in a location convenient to the client, on-site in a setting that can sustain confidentiality.
 - iv. Outpatient group therapy is offered in the telecare program, on-site for monthly group sessions; the majority of treatment is individual telecare sessions.
 - v. Collateral sessions with close family or friends who may be impacted by the treatment *may* be provided, through telecare, as well. Family members are also offered an orientation to telecare, a technology review and a confidentiality training.
 - vi. Collaboration with other agencies to create a comprehensive treatment program including entering into distal location agreements with local agencies or health clinics.
 - vii. Promesa's programs continue this focus of providing local services. The agency has (or is willing to) establish colocated services with local organizations.
 - viii. Promesa recognizes that the San Joaquin Valley encompasses a culturally, socially and ethnically diverse population. The people who seek treatment here are doing their best to create meaningful, satisfying lives for themselves, usually under very difficult circumstances. Therefore, the services provided at Promesa enables clients to build successful and responsible lives for themselves.
 - ix. Promesa introduces and encourages use of 12 step programs.
 - x. Referrals are made by the Department of Behavioral Health, Fresno County Probation Department and Drug Court, Department of Social Services, Welfare to Work as well as Superior Court of Fresno County, parents, schools and self.
 - xi. Additionally, Promesa uses a holistic community framework to ensure that programs and services are using evidence based treatment services.
 - xii. As previously noted, the determination of treatment services emerges from a variety of assessment instruments. Promesa administers the complete ASAM, as well as the Addiction

- Severity Index, a drug use screening along with a general health questionnaire. These assessment instruments frame the treatment recommendations of the staff.
- xiii. The California Outcomes Measurement System (CALOMS) is a data collection and reporting system for substance use disorders (SUD) treatment services utilized by staff. Staff enters information monthly, which builds a comprehensive picture of client behavior with alcohol/drug use, employment and education, legal/criminal justice, medical/physical health, mental health and social/family life. Summary reports which emerge from this treatment outcome data, contribute to understanding of treatment and the improvement of SUD treatment in the continuum of prevention, treatment and recovery services.
 - xiv. Provide a safe and confidential environment for growth and health, with culturally specific and family centered approaches, while building community support for at-risk populations.

E. The treatment strategies integrate culturally competent electronically based therapy with traditional drug treatment/relapse prevention modalities, such as 12 step AA/NA models, relapse prevention, cognitive behavioral and cultural interventions. The physical health problems associated with drug use will be addressed through linking clients with needed medical services.

F. Staff also continually review client eligibility for drug MediCal services, if they are not eligible upon intake.

G. One insight that Promesa feels contributes to treatment retention and extension rates is the sensitivity of the staff — the Addiction Counselors, the Peer Support Specialist and/or interns electronically contact each client every Monday to check-in (for many clients, weekends are fraught with temptations to relapse, so the check-in is an important connection for the clients). Counselors also conduct check-ins after holidays and any major life event revealed by clients (for example, anniversaries for weddings, divorces, deaths -- often sources of difficulty for clients in recovery). This attentiveness helps clients to maintain equilibrium and practice the harm reduction strategies they work so hard to embrace.

H. Many of Promesa's telecare clients often report that they are not 'sober' yet in the sense of complete abstinence from their substance/s of choice; yet, they simultaneously note a decrease in symptoms (drinking/using less, drinking/using less often, and/or using fewer illegal substances) while reporting increased refusal abilities.

In assessing the type of technology personally available to clients, Promesa staff conducts a thorough technology review and electronic device training with each client. Resulting in individualized 'connection' plans for each client, enabling the counselors efficiently electronically meet with each client no matter the span of smart devices (laptops, android-enabled, iPhones, iPads, Blackberry, and so forth). *One tantalizing insight that has emerged from utilizing the personal devices of clients is that they seem more committed to treatment, Promesa concludes that providing their own equipment likely contributes to a stronger 'buy-in' to treatment, where clients strive to meet their sobriety goals.*

Goal: Increase treatment engagement for rural residents with substance use or addictions					
Objective: Offer assessment, treatment and follow up care for rural residents using collocated distal locations in the delivery of telecare treatment services					
Risk Factors	Strategies	Short Term	Intermediate	Long Term	Indicator
i/ rural adults who meet medical necessity based on ASAM and DSM assessment are not following through with treatment ii/ Adults cited for alcohol and/or drug related offenses are failing to appear in Drug Court iii/ Rural adults lack either the transportation to treatment or means to otherwise access treatment	i/ Intake interviews conducted in person and on-site in a safe setting in rural communities; clients assessed for enrollment in telecare treatment for rural residents who meet medical necessity for substance use treatment ii/ On-site, in person assessment/intake interviews, where they receive telecare orientation and virtual counseling session scheduling; appointment reminders sent via text or instant messaging, or email iii/ For clients without personal smartphones, sessions will be virtually conducted through equipment installed at a local community location iv/ On-site, in person mid-point status interviews v/ On-site, in person exit interviews if client has met treatment goals or commitment to extended treatment vi/ Clients will be connected to a Peer Support Specialist for additional assistance in recovery 'work' vii/ Clients will be connected to online resources to supplement the information received from TOADS	i/ by 6/30/17, increase participation in substance use/use/addiction treatment using telecare by rural residents who meet medical necessity ii/ increase in court appearances for rural adults cited for Drug Court iii/ decrease in hardship to access treatment for rural residents through locally available on site and/or telecare treatment iv/ increase commitment to recovery through a Peer Support Specialist and an enriched array of online supports	i/ by 1/1/18, increase in treatment success for rural residents using telecare supported by regular electronic checkins ii/ decrease in relapse behavior by rural residents who completed telecare based treatment iii/ increase in self referral for treatment for substance use iv/ increase in client sobriety rates and successful completion of treatment	i/ by 1/1/19 increase in sobriety maintenance by clients using telecare ii/ decrease in relapse behavior by rural residents iii/ decrease in unmet treatment needs by rural residents	Data tracking will be: i/ Reporting instruments required by DBH, ii/ data tracking tool of Promesa iii/ Annual focus group field notes, Interviews with clients, law enforcement, community leaders iv/ ASAM & DSM along with ASI post assessments v/ CalOHMS data tracking vi/ client self reports of experiences with telecare vii/ client self reports of sobriety and drug/alcohol free lifestyle changes

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2016-17

Provider Name: Promesa Behavioral Health
Program Name: TOADS - Telecare Outpatient Alcohol and Drug Services
Approved by: _____

No. of Budgeted FTEs - Admin: _____
No. of Budgeted FTEs - Direct: _____

Mailing Address: 7120 N. Marks Avenue, Suite #110
Fresno, CA 93711
Street Address: _____
Phone Number: 559-439-5437
Fax Number: 559-436-6119
E-mail Address: _____

Budget Categories- Line Item Description (Must be Itemized)	3 MONTH Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget					
			Admin.	Direct	SAPT Funding		Other Funding		Other Funding	
					Admin.	Direct	Admin.	Direct	Admin.	Direct
PERSONNEL/SALARIES										
0101 Executive Director Lisa Weigant (In-Kind)									\$ -	\$ -
0102 Program Manager Mandi Reed	\$15,250	50%		100%		\$7,625			\$ -	\$ 7,625
0103 AOD Counselor I Jessica Taylor	\$11,271	100%		100%		\$11,271			\$ -	\$ 11,271
0104 AOD Counselor I Cecilia Rubalcaba	\$11,271	100%		100%		\$11,271			\$ -	\$ 11,271
0105 Administrative Assistant Ruby Fabela	\$6,630	100%	100%		\$6,630				\$ 6,630	\$ -
0106									\$ -	\$ -
0107									\$ -	\$ -
0108									\$ -	\$ -
0109									\$ -	\$ -
0110									\$ -	\$ -
0111									\$ -	\$ -
0112									\$ -	\$ -
0113									\$ -	\$ -
0114									\$ -	\$ -
0115									\$ -	\$ -
0116									\$ -	\$ -
0117									\$ -	\$ -
0118									\$ -	\$ -
0119									\$ -	\$ -
0120									\$ -	\$ -
0121									\$ -	\$ -
0122									\$ -	\$ -
0123									\$ -	\$ -
0124									\$ -	\$ -
0125									\$ -	\$ -
0126									\$ -	\$ -
0127									\$ -	\$ -
0128									\$ -	\$ -
0129									\$ -	\$ -
0130									\$ -	\$ -
SALARIES TOTAL					\$6,630	\$30,167			\$ 6,630	\$ 30,167
PAYROLL TAXES										
0151 State Unemployment Insurance					\$38	\$175			\$ 38	\$ 175
0152 F.I.C.A.					\$411	\$1,870			\$ 411	\$ 1,870
0153 Medicare					\$96	\$437			\$ 96	\$ 437
0154 Workers' Compensation Insurance					\$51	\$510			\$ 51	\$ 510
PAYROLL TAXES TOTAL					\$597	\$2,993			\$ 597	\$ 2,993
EMPLOYEE BENEFITS										
0201 Health Insurance					\$741	\$2,140			\$ 741	\$ 2,140
0202 Life Insurance					\$27	\$135			\$ 27	\$ 135
0203 Retirement					\$199	\$905			\$ 199	\$ 905
0204 Benefits Other - Specify									\$ -	\$ -
EMPLOYEE BENEFITS TOTAL					\$967	\$3,180			\$ 967	\$ 3,180
TAXES & BENEFITS TOTAL									\$ 1,564	\$ 6,173
TOTAL PERCENT OF BENEFITS TO SALARIES									24%	20%

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2016-17

Provider Name: Promesa Behavioral Health
Program: TOADS - Telecare Outpatient Alcohol and Drug Services
Date: _____

Budget Categories-Line Item Description (Must Be Itemized)	SAPT Funding Budget	Other Funding Budget	Other Funding Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$44,533	\$0	\$0	\$44,533
INSURANCE				
0252 Liability Insurance	\$1,204			\$1,204
0253 Insurance Other-Specify				\$0
INSURANCE TOTAL	\$1,204	\$0	\$0	\$1,204
COMMUNICATIONS				
0301 Telecommunications/data lines	\$624			\$624
0302 Answering Service				\$0
COMMUNICATIONS TOTAL	\$624	\$0	\$0	\$624
OFFICE EXPENSE				
0351 Office Supplies	\$300			\$300
0352 Soc Rec., Workbooks				\$0
0353 Printing/Reproduction	\$900			\$900
0354 Publications				\$0
0355 Legal Notices/Advertising				\$0
OFFICE EXPENSE TOTAL	\$1,200	\$0	\$0	\$1,200
EQUIPMENT				
0401 Purchase of Equipment	\$4,000			\$4,000
0402 Equipment Rent/Lease	\$1,710			\$1,710
0403 Equipment Maintenance				\$0
EQUIPMENT TOTAL	\$5,710	\$0	\$0	\$5,710
FACILITIES				
0451 Rent/Lease Building	\$1,050			\$1,050
0452 Facilities Maintenance				\$0
0453 Utilities				\$0
FACILITIES TOTAL	\$1,050	\$0	\$0	\$1,050
TRAVEL COSTS				
0501 Staff Mileage	\$5,454			\$5,454
0502 Staff Travel (Out of County)				\$0
0503 Staff Training/Registration				\$0
0504 Transportation				\$0
TRAVEL COSTS TOTAL	\$5,454	\$0	\$0	\$5,454
PROGRAM SUPPLIES				
0551 Program Supplies-Client Incentives				\$0
0552 Program Supplies-Curriculum	\$750			\$750
0553 Program Supplies-Food				\$0
PROGRAM SUPPLIES TOTAL	\$750	\$0	\$0	\$750
CONSULTANCY				
0601 Consultant Services	\$8,100			\$8,100
0602 Contracted Services	\$4,500			\$4,500
CONSULTANCY TOTAL	\$12,600	\$0	\$0	\$12,600
FISCAL AND AUDITS				
0651 Accounting/Bookkeeping				\$0
0652 External Audit				\$0
FISCAL AND AUDITS TOTAL	\$0	\$0	\$0	\$0
OTHER COSTS				
0701 Indirect Costs	\$8,125			\$8,125
0702 Licenses/Taxes				\$0
0703 County Administration Fee				\$0
0749 Other Business Services				\$0
OTHER COSTS TOTAL	\$8,125	\$0	\$0	\$8,125
ONE TIME ADVANCE - Start Up Costs				\$0
TOTAL PROGRAM EXPENDITURES	\$81,250	\$0	\$0	\$81,250
REVENUE/MATCH				
3120 Medi-Cal				\$0
3130 State Grant				\$0
3140 Private Donations				\$0
3150 Client Fees				\$0
REVENUE/MATCH TOTAL	\$0	\$0	\$0	\$0
NET PROGRAM BUDGET	\$81,250	\$0	\$0	\$81,250

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2016-17

Provider Name: Promesa Behavioral Health

PERSONNEL/ SALARIES	Annual Salary and FTE equivalence as in budget.		
	Budget Categories-Line Item Description	6 Month Salary for this Program	% of FTE dedicated to this program
	Executive Director	In-Kind	
	Program Manager	\$30,500	50%
	AOD Counselor I	\$22,541	100%
	AOD Counselor I	\$22,541	100%
	Administrative Assistant	\$13,260	100%
	Position descriptions submitted with proposal.		
PAYROLL TAXES TOTAL			
EMPLOYEE BENEFITS TOTAL			
INSURANCE	List the following insurance categories: ☐ 0251 - Workers Compensation Insurance - N/a (Incl. in employee benefits) ☐ 0252 - Liability Insurance - General Liability ☐ 0253 - Insurance Other - N/a		
COMMUNICATIONS	☐ 0301 - Telecommunications/data lines - Cell ph, Webex, Wifi, email encryp. ☐ 0302 - Answering Service - N/a		
OFFICE EXPENSE	☐ 0351-Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. ☐ 0352 - Social/Rec, Workbooks.- N/a ☐ 0353-Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program. ☐ 0354 - Publications - N/a ☐ 0355 - Legal Notices/Advertising - N/a		
EQUIPMENT	List the following equipment categories and provide a brief description for each ☐ 0401 - Purchase of Equipment - Laptops for distal sites for client use ☐ 0402 - Equipment Rent/Lease - Leased laptops for staff use ☐ 0403-Equipment Maintenance: minor equipment repair for copier and		

FACILITIES	List the following facilities categories and provide a brief description for each ☐ 0451 - Rent/Lease Building - Monthly rent for distal sites ☐ 0452 - Facilities Maintenance - N/a ☐ 0453 - Utilities - N/a
TRAVEL	List the following travel categories and provide a brief description for each ☐ 0501 - Staff Mileage - Staff travel to distal sites weekly for first intake ☐ 0502 - Staff Travel (Out of County) - Travel expenses for required training ☐ 0503 - Staff Training/Registration - ASAM annual conf, 2 staff beg. Apr2018 ☐ 0504 - Transportation - N/a
PROGRAM SUPPLIES	List the following program supplies categories and provide a brief description ☐ 0551 - Program Supplies - Client Incentives ☐ 0552 - Program Supplies - Curriculum ☐ 0553 - Program Supplies - Food
CONSULTANCY	List the following consulting categories and provide a brief description for each ☐ 0601 - Consultant Services - Consult Psych., Peer Support Specialist ☐ 0602 - Contracted Services - Telecare I.T. technician
FISCAL AND AUDITS	List the following fiscal and audits categories and provide a brief description for ☐ 0651 - Accounting/Bookkeeping - N/a ☐ 0652 - External Audit - N/a
OTHER COSTS	List the following categories and provide a brief description for each category: ☐ 0701 - Indirect Costs - 10% program costs ☐ 0702 - Licenses/Taxes - N/a ☐ 0703 - County Administration Fee - N/a ☐ 0749-Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item.
REVENUE/MATCH	Please identify all anticipated funding sources and distinguish whether the ☐ 3120 - Drug Medi-Cal - Mental Health Medi-Cal - ☐ 3130 - State Grant - ☐ 3140 - Private Donations - ☐ 3150 - Client Fees -
ONE TIME ADVANCE	Used for startup costs and is available upon request with a detailed The amount cannot exceed 1/12th of the total cost proposal for this section.

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2017-18

Provider Name: Promesa Behavioral Heath
Program Name: TOADS - Telecare Outpatient Alcohol and Drug Services
Approved by: 0

No. of Budgeted FTEs - Admin: _____
No. of Budgeted FTEs - Direct: _____

Mailing Address: 7120 N. Marks Avenue, Suite #110
Fresno, CA 93711
Street Address: 0
0
Phone Number: 559-439-5437
Fax Number: 559-436-6119
E-mail Address: 0

Budget Categories- Line Item Description (Must be Itemized)	Annual (12-Month) Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget						Total Proposed Budget	
			Admin.	Direct	SAPT Funding		Other Funding		Other Funding		Admin.	Direct
PERSONNEL/SALARIES												
0101 Executive Director Lisa Weigant (In-Kind)											\$ -	\$ -
0102 Program Manager Mandi Reed	\$61,000	50%		100%	\$0	\$30,500					\$ -	\$ 30,500
0103 AOD Counselor I Jessica Taylor	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0104 AOD Counselor I Cecilia Rubalcaba	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0105 Administrative Assistant Ruby Fabela	\$26,520	100%	100%		\$26,520						\$ 26,520	\$ -
0106											\$ -	\$ -
0107											\$ -	\$ -
0108											\$ -	\$ -
0109											\$ -	\$ -
0110											\$ -	\$ -
0111											\$ -	\$ -
0112											\$ -	\$ -
0113											\$ -	\$ -
0114											\$ -	\$ -
0115											\$ -	\$ -
0116											\$ -	\$ -
0117											\$ -	\$ -
0118											\$ -	\$ -
0119											\$ -	\$ -
0120											\$ -	\$ -
0121											\$ -	\$ -
0122											\$ -	\$ -
0123											\$ -	\$ -
0124											\$ -	\$ -
0125											\$ -	\$ -
0126											\$ -	\$ -
0127											\$ -	\$ -
0128											\$ -	\$ -
0129											\$ -	\$ -
0130											\$ -	\$ -
SALARIES TOTAL					\$26,520	\$120,664	\$0	\$0	\$0	\$0	\$ 26,520	\$ 120,664
PAYROLL TAXES												
0151 State Unemployment Insurance					\$154	\$700					\$ 154	\$ 700
0152 F.I.C.A.					\$1,644	\$7,481					\$ 1,644	\$ 7,481
0153 Medicare					\$385	\$1,750					\$ 385	\$ 1,750
0154 Workers' Compensation Insurance					\$204	\$2,039					\$ 204	\$ 2,039
PAYROLL TAXES TOTAL					\$2,387	\$11,970	\$0	\$0	\$0	\$0	\$ 2,387	\$ 11,970
EMPLOYEE BENEFITS												
0201 Health Insurance					\$2,964	\$8,561					\$ 2,964	\$ 8,561
0202 Life Insurance					\$109	\$539					\$ 109	\$ 539
0203 Retirement					\$796	\$3,620					\$ 796	\$ 3,620
0204 Benefits Other - Specify											\$ -	\$ -
EMPLOYEE BENEFITS TOTAL					\$3,868	\$12,720	\$0	\$0	\$0	\$0	\$ 3,868	\$ 12,720
TAXES & BENEFITS TOTAL											\$ 6,255	\$ 24,690
TOTAL PERCENT OF BENEFITS TO SALARIES											24%	20%

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2017-18

Provider Name: Promesa Behavioral Health
Program: TOADS - Telecare Outpatient Alcohol and Drug Services
Date: _____

Budget Categories-Line Item Description (Must Be Itemized)	SAPT Funding Budget	Other Funding Budget	Other Funding Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$178,128	\$0	\$0	\$178,128
INSURANCE				
0252 Liability Insurance	\$4,814			\$4,814
0253 Insurance Other-Specify				\$0
INSURANCE TOTAL	\$4,814	\$0	\$0	\$4,814
COMMUNICATIONS				
0301 Telecommunications/data lines	\$3,576			\$3,576
0302 Answering Service				\$0
COMMUNICATIONS TOTAL	\$3,576	\$0	\$0	\$3,576
OFFICE EXPENSE				
0351 Office Supplies	\$1,200			\$1,200
0352 Soc Rec., Workbooks				\$0
0353 Printing/Reproduction	\$3,600			\$3,600
0354 Publications				\$0
0355 Legal Notices/Advertising				\$0
OFFICE EXPENSE TOTAL	\$4,800	\$0	\$0	\$4,800
EQUIPMENT				
0401 Purchase of Equipment				\$0
0402 Equipment Rent/Lease	\$6,840			\$6,840
0403 Equipment Maintenance				\$0
EQUIPMENT TOTAL	\$6,840	\$0	\$0	\$6,840
FACILITIES				
0451 Rent/Lease Building	\$7,200			\$7,200
0452 Facilities Maintenance				\$0
0453 Utilities				\$0
FACILITIES TOTAL	\$7,200	\$0	\$0	\$7,200
TRAVEL COSTS				
0501 Staff Mileage	\$24,942			\$24,942
0502 Staff Travel (Out of County)	\$2,200			\$2,200
0503 Staff Training/Registration	\$3,130			\$3,130
0504 Transportation				\$0
TRAVEL COSTS TOTAL	\$30,272	\$0	\$0	\$30,272
PROGRAM SUPPLIES				
0551 Program Supplies-Client Incentives				\$0
0552 Program Supplies-Curriculum	\$6,470			\$6,470
0553 Program Supplies-Food				\$0
PROGRAM SUPPLIES TOTAL	\$6,470	\$0	\$0	\$6,470
CONSULTANCY				
0601 Consultant Services	\$32,400			\$32,400
0602 Contracted Services	\$18,000			\$18,000
CONSULTANCY TOTAL	\$50,400	\$0	\$0	\$50,400
FISCAL AND AUDITS				
0651 Accounting/Bookkeeping				\$0
0652 External Audit				\$0
FISCAL AND AUDITS TOTAL	\$0	\$0	\$0	\$0
OTHER COSTS				
0701 Indirect Costs	\$32,500			\$32,500
0702 Licenses/Taxes				\$0
0703 County Administration Fee				\$0
0749 Other Business Services				\$0
OTHER COSTS TOTAL	\$32,500	\$0	\$0	\$32,500
TOTAL PROGRAM EXPENDITURES	\$325,000	\$0	\$0	\$325,000
REVENUE/MATCH				
3120 Medi-Cal				\$0
3130 State Grant				\$0
3140 Private Donations				\$0
3150 Client Fees				\$0
REVENUE/MATCH TOTAL	\$0	\$0	\$0	\$0
NET PROGRAM BUDGET	\$325,000	\$0	\$0	\$325,000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2017-18

Provider Name: Promesa Behavioral Health

PERSONNEL/ SALARIES	Annual Salary and FTE equivalence as in budget.		
	Budget Categories-Line Item Description	Annual (12 Month) Salary for this	% of FTE dedicated to this program
	Executive Director	In-Kind	
	Program Manager	\$61,000	50%
	AOD Counselor I	\$45,082	100%
	AOD Counselor I	\$45,082	100%
	Administrative Assistant	\$26,520	100%
	Position descriptions submitted with proposal.		
PAYROLL TAXES TOTAL			
EMPLOYEE BENEFITS TOTAL			
INSURANCE	List the following insurance categories: ☐ 0251 - Workers Compensation Insurance - N/a (Incl. in employee benefits) ☐ 0252 - Liability Insurance - General Liability ☐ 0253 - Insurance Other - N/a		
COMMUNICATIONS	☐ 0301 - Telecommunications/data lines - Cell ph, Webex, Wifi, email encryp. ☐ 0302 - Answering Service - N/a		
OFFICE EXPENSE	☐ 0351-Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. ☐ 0352 - Social/Rec, Workbooks.- N/a ☐ 0353-Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program. ☐ 0354 - Publications - N/a ☐ 0355 - Legal Notices/Advertising - N/a		
EQUIPMENT	List the following equipment categories and provide a brief description for each category: ☐ 0401 - Purchase of Equipment - N/a ☐ 0402 - Equipment Rent/Lease - Leased laptops for staff use ☐ 0403-Equipment Maintenance: minor equipment repair for copier and vehicle maintenance.		

FACILITIES	List the following facilities categories and provide a brief description for each category: ☐ 0451 - Rent/Lease Building - Monthly rent for distal sites ☐ 0452 - Facilities Maintenance - N/a ☐ 0453 - Utilities - N/a
TRAVEL	List the following travel categories and provide a brief description for each ☐ 0501 - Staff Mileage - Staff travel to distal sites weekly for first intake ☐ 0502 - Staff Travel (Out of County) - Travel expenses for required training ☐ 0503 - Staff Training/Registration - ASAM annual conf., and local trainings ☐ 0504 - Transportation - N/a
PROGRAM SUPPLIES	List the following program supplies categories and provide a brief description ☐ 0551 - Program Supplies - Client Incentives ☐ 0552 - Program Supplies - Curriculum ☐ 0553 - Program Supplies - Food
CONSULTANCY	List the following consulting categories and provide a brief description for each ☐ 0601 - Consultant Services - Consult Psych., Peer Support Specialist ☐ 0602 - Contracted Services - Telecare I.T. technician
FISCAL AND AUDITS	List the following fiscal and audits categories and provide a brief description for ☐ 0651 - Accounting/Bookkeeping - N/a ☐ 0652 - External Audit - N/a
OTHER COSTS	List the following categories and provide a brief description for each category: ☐ 0701 - Indirect Costs - 10% program costs ☐ 0702 - Licenses/Taxes - N/a ☐ 0703 - County Administration Fee - N/a ☐ 0749-Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item.
REVENUE/MATCH	Please identify all anticipated funding sources and distinguish whether the ☐ 3120 - Drug Medi-Cal - Mental Health Medi-Cal - ☐ 3130 - State Grant - ☐ 3140 - Private Donations - ☐ 3150 - Client Fees -

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2018-19

Provider Name: Promesa Behavioral Heath
Program Name: TOADS - Telecare Outpatient Alcohol and Drug Services
Approved by: 0

No. of Budgeted FTEs - Admin: _____
No. of Budgeted FTEs - Direct: _____

Mailing Address: 7120 N. Marks Avenue, Suite #110
Fresno, CA 93711
Street Address: 0
0
Phone Number: 559-439-5437
Fax Number: 559-436-6119
E-mail Address: 0

Budget Categories- Line Item Description (Must be Itemized)	Annual (12-Month) Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget							
			Admin.	Direct	SAPT Funding		Other Funding		Other Funding		Total Proposed Budget	
					Admin.	Direct	Admin.	Direct	Admin.	Direct	Admin.	Direct
PERSONNEL/SALARIES												
0101 Executive Director Lisa Weigant (In-Kind)											\$ -	\$ -
0102 Program Manager Mandi Reed	\$61,000	50%		100%	\$0	\$30,500					\$ -	\$ 30,500
0103 AOD Counselor I Jessica Taylor	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0104 AOD Counselor I Cecilia Rubalcaba	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0105 Administrative Assistant Ruby Fabela	\$26,520	100%	100%		\$26,520						\$ 26,520	\$ -
0106											\$ -	\$ -
0107											\$ -	\$ -
0108											\$ -	\$ -
0109											\$ -	\$ -
0110											\$ -	\$ -
0111											\$ -	\$ -
0112											\$ -	\$ -
0113											\$ -	\$ -
0114											\$ -	\$ -
0115											\$ -	\$ -
0116											\$ -	\$ -
0117											\$ -	\$ -
0118											\$ -	\$ -
0119											\$ -	\$ -
0120											\$ -	\$ -
0121											\$ -	\$ -
0122											\$ -	\$ -
0123											\$ -	\$ -
0124											\$ -	\$ -
0125											\$ -	\$ -
0126											\$ -	\$ -
0127											\$ -	\$ -
0128											\$ -	\$ -
0129											\$ -	\$ -
0130											\$ -	\$ -
SALARIES TOTAL					\$26,520	\$120,664	\$0	\$0	\$0	\$0	\$ 26,520	\$ 120,664
PAYROLL TAXES												
0151 State Unemployment Insurance					\$154	\$700					\$ 154	\$ 700
0152 F.I.C.A.					\$1,644	\$7,481					\$ 1,644	\$ 7,481
0153 Medicare					\$385	\$1,750					\$ 385	\$ 1,750
0154 Workers' Compensation Insurance					\$204	\$2,039					\$ 204	\$ 2,039
PAYROLL TAXES TOTAL					\$2,387	\$11,970	\$0	\$0	\$0	\$0	\$ 2,387	\$ 11,970
EMPLOYEE BENEFITS												
0201 Health Insurance					\$2,964	\$8,561					\$ 2,964	\$ 8,561
0202 Life Insurance					\$109	\$539					\$ 109	\$ 539
0203 Retirement					\$796	\$3,620					\$ 796	\$ 3,620
0204 Benefits Other - Specify											\$ -	\$ -
EMPLOYEE BENEFITS TOTAL					\$3,868	\$12,720	\$0	\$0	\$0	\$0	\$ 3,868	\$ 12,720
TAXES & BENEFITS TOTAL											\$ 6,255	\$ 24,690
TOTAL PERCENT OF BENEFITS TO SALARIES											24%	20%

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2018-19

Provider Name: Promesa Behavioral Health
Program: TOADS - Telecare Outpatient Alcohol and Drug Services
Date: _____

Budget Categories-Line Item Description (Must Be Itemized)	SAPT Funding Budget	Other Funding Budget	Other Funding Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$178,128	\$0	\$0	\$178,128
INSURANCE				
0252 Liability Insurance	\$4,814			\$4,814
0253 Insurance Other-Specify				\$0
INSURANCE TOTAL	\$4,814	\$0	\$0	\$4,814
COMMUNICATIONS				
0301 Telecommunications/data lines	\$3,576			\$3,576
0302 Answering Service				\$0
COMMUNICATIONS TOTAL	\$3,576	\$0	\$0	\$3,576
OFFICE EXPENSE				
0351 Office Supplies	\$1,200			\$1,200
0352 Soc Rec., Workbooks				\$0
0353 Printing/Reproduction	\$3,600			\$3,600
0354 Publications				\$0
0355 Legal Notices/Advertising				\$0
OFFICE EXPENSE TOTAL	\$4,800	\$0	\$0	\$4,800
EQUIPMENT				
0401 Purchase of Equipment				\$0
0402 Equipment Rent/Lease	\$6,840			\$6,840
0403 Equipment Maintenance				\$0
EQUIPMENT TOTAL	\$6,840	\$0	\$0	\$6,840
FACILITIES				
0451 Rent/Lease Building	\$7,200			\$7,200
0452 Facilities Maintenance				\$0
0453 Utilities				\$0
FACILITIES TOTAL	\$7,200	\$0	\$0	\$7,200
TRAVEL COSTS				
0501 Staff Mileage	\$24,942			\$24,942
0502 Staff Travel (Out of County)	\$2,200			\$2,200
0503 Staff Training/Registration	\$3,130			\$3,130
0504 Transportation				\$0
TRAVEL COSTS TOTAL	\$30,272	\$0	\$0	\$30,272
PROGRAM SUPPLIES				
0551 Program Supplies-Client Incentives				\$0
0552 Program Supplies-Curriculum	\$6,470			\$6,470
0553 Program Supplies-Food				\$0
PROGRAM SUPPLIES TOTAL	\$6,470	\$0	\$0	\$6,470
CONSULTANCY				
0601 Consultant Services	\$32,400			\$32,400
0602 Contracted Services	\$18,000			\$18,000
CONSULTANCY TOTAL	\$50,400	\$0	\$0	\$50,400
FISCAL AND AUDITS				
0651 Accounting/Bookkeeping				\$0
0652 External Audit				\$0
FISCAL AND AUDITS TOTAL	\$0	\$0	\$0	\$0
OTHER COSTS				
0701 Indirect Costs	\$32,500			\$32,500
0702 Licenses/Taxes				\$0
0703 County Administration Fee				\$0
0749 Other Business Services				\$0
OTHER COSTS TOTAL	\$32,500	\$0	\$0	\$32,500
TOTAL PROGRAM EXPENDITURES	\$325,000	\$0	\$0	\$325,000
REVENUE/MATCH				
3120 Medi-Cal				\$0
3130 State Grant				\$0
3140 Private Donations				\$0
3150 Client Fees				\$0
REVENUE/MATCH TOTAL	\$0	\$0	\$0	\$0
NET PROGRAM BUDGET	\$325,000	\$0	\$0	\$325,000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2018-19

Provider Name: Promesa Behavioral Health

PERSONNEL/ SALARIES	Annual Salary and FTE equivalence as in budget.		
	Budget Categories-Line Item Description	Annual (12 Month) Salary for this	% of FTE dedicated to this program
	Executive Director	In-Kind	
	Program Manager	\$61,000	50%
	AOD Counselor I	\$45,082	100%
	AOD Counselor I	\$45,082	100%
	Administrative Assistant	\$26,520	100%
	Position descriptions submitted with proposal.		
PAYROLL TAXES TOTAL			
EMPLOYEE BENEFITS TOTAL			
INSURANCE	List the following insurance categories: ☐ 0251 - Workers Compensation Insurance - N/a (Incl. in employee benefits) ☐ 0252 - Liability Insurance - General Liability ☐ 0253 - Insurance Other - N/a		
COMMUNICATIONS	☐ 0301 - Telecommunications/data lines - Cell ph, Webex, Wifi, email encryp. ☐ 0302 - Answering Service - N/a		
OFFICE EXPENSE	☐ 0351-Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. ☐ 0352 - Social/Rec, Workbooks.- N/a ☐ 0353-Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program. ☐ 0354 - Publications - N/a ☐ 0355 - Legal Notices/Advertising - N/a		
EQUIPMENT	List the following equipment categories and provide a brief description for each category: ☐ 0401 - Purchase of Equipment - N/a ☐ 0402 - Equipment Rent/Lease - Leased laptops for staff use ☐ 0403-Equipment Maintenance: minor equipment repair for copier and vehicle maintenance.		

FACILITIES	List the following facilities categories and provide a brief description for each category: ☐ 0451 - Rent/Lease Building - Monthly rent for distal sites ☐ 0452 - Facilities Maintenance - N/a ☐ 0453 - Utilities - N/a
TRAVEL	List the following travel categories and provide a brief description for each ☐ 0501 - Staff Mileage - Staff travel to distal sites weekly for first intake ☐ 0502 - Staff Travel (Out of County) - Travel expenses for required training ☐ 0503 - Staff Training/Registration - ASAM annual conf., and local trainings ☐ 0504 - Transportation - N/a
PROGRAM SUPPLIES	List the following program supplies categories and provide a brief description ☐ 0551 - Program Supplies - Client Incentives ☐ 0552 - Program Supplies - Curriculum ☐ 0553 - Program Supplies - Food
CONSULTANCY	List the following consulting categories and provide a brief description for each ☐ 0601 - Consultant Services - Consult Psych., Peer Support Specialist ☐ 0602 - Contracted Services - Telecare I.T. technician
FISCAL AND AUDITS	List the following fiscal and audits categories and provide a brief description for ☐ 0651 - Accounting/Bookkeeping - N/a ☐ 0652 - External Audit - N/a
OTHER COSTS	List the following categories and provide a brief description for each category: ☐ 0701 - Indirect Costs - 10% program costs ☐ 0702 - Licenses/Taxes - N/a ☐ 0703 - County Administration Fee - N/a ☐ 0749-Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item.
REVENUE/MATCH	Please identify all anticipated funding sources and distinguish whether the ☐ 3120 - Drug Medi-Cal - Mental Health Medi-Cal - ☐ 3130 - State Grant - ☐ 3140 - Private Donations - ☐ 3150 - Client Fees -

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2019-20

Provider Name: Promesa Behavioral Heath
Program Name: TOADS - Telecare Outpatient Alcohol and Drug Services
Approved by: 0

No. of Budgeted FTEs - Admin: _____
No. of Budgeted FTEs - Direct: _____

Mailing Address: 7120 N. Marks Avenue, Suite #110
Fresno, CA 93711
Street Address: 0
0
Phone Number: 559-439-5437
Fax Number: 559-436-6119
E-mail Address: 0

Budget Categories- Line Item Description (Must be Itemized)	Annual (12-Month) Salary	% of FTE dedicated to this program	% Time dedicated to services		Proposed Program Budget						Total Proposed Budget	
			Admin.	Direct	SAPT Funding		Other Funding		Other Funding		Admin.	Direct
PERSONNEL/SALARIES												
0101 Executive Director Lisa Weigant (In-Kind)											\$ -	\$ -
0102 Program Manager Mandi Reed	\$61,000	50%		100%	\$0	\$30,500					\$ -	\$ 30,500
0103 AOD Counselor I Jessica Taylor	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0104 AOD Counselor I Cecilia Rubalcaba	\$45,082	100%		100%	\$0	\$45,082					\$ -	\$ 45,082
0105 Administrative Assistant Ruby Fabela	\$26,520	100%	100%		\$26,520						\$ 26,520	\$ -
0106											\$ -	\$ -
0107											\$ -	\$ -
0108											\$ -	\$ -
0109											\$ -	\$ -
0110											\$ -	\$ -
0111											\$ -	\$ -
0112											\$ -	\$ -
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0115											\$ -	\$ -
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0118											\$ -	\$ -
0119											\$ -	\$ -
0120											\$ -	\$ -
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0122											\$ -	\$ -
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0124											\$ -	\$ -
0125											\$ -	\$ -
0126											\$ -	\$ -
0127											\$ -	\$ -
0128											\$ -	\$ -
0129											\$ -	\$ -
0130											\$ -	\$ -
SALARIES TOTAL					\$26,520	\$120,664	\$0	\$0	\$0	\$0	\$ 26,520	\$ 120,664
PAYROLL TAXES												
0151 State Unemployment Insurance					\$154	\$700					\$ 154	\$ 700
0152 F.I.C.A.					\$1,644	\$7,481					\$ 1,644	\$ 7,481
0153 Medicare					\$385	\$1,750					\$ 385	\$ 1,750
0154 Workers' Compensation Insurance					\$204	\$2,039					\$ 204	\$ 2,039
PAYROLL TAXES TOTAL					\$2,387	\$11,970	\$0	\$0	\$0	\$0	\$ 2,387	\$ 11,970
EMPLOYEE BENEFITS												
0201 Health Insurance					\$2,964	\$8,561					\$ 2,964	\$ 8,561
0202 Life Insurance					\$109	\$539					\$ 109	\$ 539
0203 Retirement					\$796	\$3,620					\$ 796	\$ 3,620
0204 Benefits Other - Specify											\$ -	\$ -
EMPLOYEE BENEFITS TOTAL					\$3,868	\$12,720	\$0	\$0	\$0	\$0	\$ 3,868	\$ 12,720
TAXES & BENEFITS TOTAL											\$ 6,255	\$ 24,690
TOTAL PERCENT OF BENEFITS TO SALARIES											24%	20%

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2019-20

Provider Name: Promesa Behavioral Health
Program: TOADS - Telecare Outpatient Alcohol and Drug Services
Date: _____

Budget Categories-Line Item Description (Must Be Itemized)	SAPT Funding Budget	Other Funding Budget	Other Funding Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$178,128	\$0	\$0	\$178,128
INSURANCE				
0252 Liability Insurance	\$4,814			\$4,814
0253 Insurance Other-Specify				\$0
INSURANCE TOTAL	\$4,814	\$0	\$0	\$4,814
COMMUNICATIONS				
0301 Telecommunications/data lines	\$3,576			\$3,576
0302 Answering Service				\$0
COMMUNICATIONS TOTAL	\$3,576	\$0	\$0	\$3,576
OFFICE EXPENSE				
0351 Office Supplies	\$1,200			\$1,200
0352 Soc Rec., Workbooks				\$0
0353 Printing/Reproduction	\$3,600			\$3,600
0354 Publications				\$0
0355 Legal Notices/Advertising				\$0
OFFICE EXPENSE TOTAL	\$4,800	\$0	\$0	\$4,800
EQUIPMENT				
0401 Purchase of Equipment				\$0
0402 Equipment Rent/Lease	\$6,840			\$6,840
0403 Equipment Maintenance				\$0
EQUIPMENT TOTAL	\$6,840	\$0	\$0	\$6,840
FACILITIES				
0451 Rent/Lease Building	\$7,200			\$7,200
0452 Facilities Maintenance				\$0
0453 Utilities				\$0
FACILITIES TOTAL	\$7,200	\$0	\$0	\$7,200
TRAVEL COSTS				
0501 Staff Mileage	\$24,942			\$24,942
0502 Staff Travel (Out of County)	\$2,200			\$2,200
0503 Staff Training/Registration	\$3,130			\$3,130
0504 Transportation				\$0
TRAVEL COSTS TOTAL	\$30,272	\$0	\$0	\$30,272
PROGRAM SUPPLIES				
0551 Program Supplies-Client Incentives				\$0
0552 Program Supplies-Curriculum	\$6,470			\$6,470
0553 Program Supplies-Food				\$0
PROGRAM SUPPLIES TOTAL	\$6,470	\$0	\$0	\$6,470
CONSULTANCY				
0601 Consultant Services	\$32,400			\$32,400
0602 Contracted Services	\$18,000			\$18,000
CONSULTANCY TOTAL	\$50,400	\$0	\$0	\$50,400
FISCAL AND AUDITS				
0651 Accounting/Bookkeeping				\$0
0652 External Audit				\$0
FISCAL AND AUDITS TOTAL	\$0	\$0	\$0	\$0
OTHER COSTS				
0701 Indirect Costs	\$32,500			\$32,500
0702 Licenses/Taxes				\$0
0703 County Administration Fee				\$0
0749 Other Business Services				\$0
OTHER COSTS TOTAL	\$32,500	\$0	\$0	\$32,500
TOTAL PROGRAM EXPENDITURES	\$325,000	\$0	\$0	\$325,000
REVENUE/MATCH				
3120 Medi-Cal				\$0
3130 State Grant				\$0
3140 Private Donations				\$0
3150 Client Fees				\$0
REVENUE/MATCH TOTAL	\$0	\$0	\$0	\$0
NET PROGRAM BUDGET	\$325,000	\$0	\$0	\$325,000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2019-20

Provider Name: Promesa Behavioral Health

PERSONNEL/ SALARIES	Annual Salary and FTE equivalence as in budget.		
	Budget Categories-Line Item Description	Annual (12 Month) Salary for this	% of FTE dedicated to this program
	Executive Director	In-Kind	
	Program Manager	\$61,000	50%
	AOD Counselor I	\$45,082	100%
	AOD Counselor I	\$45,082	100%
	Administrative Assistant	\$26,520	100%
	Position descriptions submitted with proposal.		
PAYROLL TAXES TOTAL			
EMPLOYEE BENEFITS TOTAL			
INSURANCE	List the following insurance categories: ☐ 0251 - Workers Compensation Insurance - N/a (Incl. in employee benefits) ☐ 0252 - Liability Insurance - General Liability ☐ 0253 - Insurance Other - N/a		
COMMUNICATIONS	☐ 0301 - Telecommunications/data lines - Cell ph, Webex, Wifi, email encryp. ☐ 0302 - Answering Service - N/a		
OFFICE EXPENSE	☐ 0351-Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. ☐ 0352 - Social/Rec, Workbooks.- N/a ☐ 0353-Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program. ☐ 0354 - Publications - N/a ☐ 0355 - Legal Notices/Advertising - N/a		
EQUIPMENT	List the following equipment categories and provide a brief description for each category: ☐ 0401 - Purchase of Equipment - N/a ☐ 0402 - Equipment Rent/Lease - Leased laptops for staff use ☐ 0403-Equipment Maintenance: minor equipment repair for copier and vehicle maintenance.		

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2019-20

Provider Name: Promesa Behavioral Health

FACILITIES	List the following facilities categories and provide a brief description for each category: ☐ 0451 - Rent/Lease Building - Monthly rent for distal sites ☐ 0452 - Facilities Maintenance - N/a ☐ 0453 - Utilities - N/a
TRAVEL	List the following travel categories and provide a brief description for each ☐ 0501 - Staff Mileage - Staff travel to distal sites weekly for first intake ☐ 0502 - Staff Travel (Out of County) - Travel expenses for required training ☐ 0503 - Staff Training/Registration - ASAM annual conf., and local trainings ☐ 0504 - Transportation - N/a
PROGRAM SUPPLIES	List the following program supplies categories and provide a brief description ☐ 0551 - Program Supplies - Client Incentives ☐ 0552 - Program Supplies - Curriculum ☐ 0553 - Program Supplies - Food
CONSULTANCY	List the following consulting categories and provide a brief description for each ☐ 0601 - Consultant Services - Consult Psych., Peer Support Specialist ☐ 0602 - Contracted Services - Telecare I.T. technician
FISCAL AND AUDITS	List the following fiscal and audits categories and provide a brief description for ☐ 0651 - Accounting/Bookkeeping - N/a ☐ 0652 - External Audit - N/a
OTHER COSTS	List the following categories and provide a brief description for each category: ☐ 0701 - Indirect Costs - 10% program costs ☐ 0702 - Licenses/Taxes - N/a ☐ 0703 - County Administration Fee - N/a ☐ 0749-Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item.
REVENUE/MATCH	Please identify all anticipated funding sources and distinguish whether the ☐ 3120 - Drug Medi-Cal - Mental Health Medi-Cal - ☐ 3130 - State Grant - ☐ 3140 - Private Donations - ☐ 3150 - Client Fees -

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2020-21

Provider Name: Promesa Behavioral Health
 Program Name: TOADS - Telecare Outpatient Alcohol and Drug Services
 Approved by: 0

Mailing Address: 7120 N. Marks Avenue, Suite #110
Fresno, CA 93711
 Street Address: 0
0
 Phone Number: 559-439-5437
 Fax Number: 559-436-6119
 E-mail Address: 0

No. of Budgeted FTEs - Admin: _____
 No. of Budgeted FTEs - Direct: _____

Budget Categories- Line Item Description (Must be Itemized)			Annual (12-Month) Salary	% of FTE dedicated to this program	% Time dedicated to services Admin. Direct		Proposed Program Budget									
							SAPT Funding		Other Funding		Other Funding		Total Proposed Budget			
							Admin.	Direct	Admin.	Direct	Admin.	Direct	Admin.	Direct		
PERSONNEL/SALARIES																
0101	Executive Director	Lisa Weigant (In-Kind)										\$	-	\$	-	
0102	Program Manager	Mandi Reed	\$61,000	50%		100%	\$0	\$30,500				\$	-	\$	30,500	
0103	AOD Counselor I	Jessica Taylor	\$45,082	100%		100%	\$0	\$45,082				\$	-	\$	45,082	
0104	AOD Counselor I	Cecilia Rubalcaba	\$45,082	100%		100%	\$0	\$45,082				\$	-	\$	45,082	
0105	Administrative Assistant	Ruby Fabela	\$26,520	100%	100%		\$26,520					\$	26,520	\$	-	
0106												\$	-	\$	-	
0107												\$	-	\$	-	
0108												\$	-	\$	-	
0109												\$	-	\$	-	
0110												\$	-	\$	-	
0111												\$	-	\$	-	
0112												\$	-	\$	-	
0113												\$	-	\$	-	
0114												\$	-	\$	-	
0115												\$	-	\$	-	
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0123												\$	-	\$	-	
0124												\$	-	\$	-	
0125												\$	-	\$	-	
0126												\$	-	\$	-	
0127												\$	-	\$	-	
0128												\$	-	\$	-	
0129												\$	-	\$	-	
0130												\$	-	\$	-	
SALARIES TOTAL							\$26,520	\$120,664	\$0	\$0	\$0	\$0	\$	26,520	\$	120,664
PAYROLL TAXES																
0151	State Unemployment Insurance						\$154	\$700					\$	154	\$	700
0152	F.I.C.A.						\$1,644	\$7,481					\$	1,644	\$	7,481
0153	Medicare						\$385	\$1,750					\$	385	\$	1,750
0154	Workers' Compensation Insurance						\$204	\$2,039					\$	204	\$	2,039
PAYROLL TAXES TOTAL							\$2,387	\$11,970	\$0	\$0	\$0	\$0	\$	2,387	\$	11,970
EMPLOYEE BENEFITS																
0201	Health Insurance						\$2,964	\$8,561					\$	2,964	\$	8,561
0202	Life Insurance						\$109	\$539					\$	109	\$	539
0203	Retirement						\$796	\$3,620					\$	796	\$	3,620
0204	Benefits Other - Specify												\$	-	\$	-
EMPLOYEE BENEFITS TOTAL							\$3,868	\$12,720	\$0	\$0	\$0	\$0	\$	3,868	\$	12,720
TAXES & BENEFITS TOTAL													\$	6,255	\$	24,690
TOTAL PERCENT OF BENEFITS TO SALARIES														24%		20%

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUBSTANCE USE DISORDER SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2020-21

Provider Name: Promesa Behavioral Health
Program: TOADS - Telecare Outpatient Alcohol and Drug Services
Date: _____

Budget Categories-Line Item Description (Must Be Itemized)	SAPT Funding Budget	Other Funding Budget	Other Funding Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$178,128	\$0	\$0	\$178,128
INSURANCE				
0252 Liability Insurance	\$4,814			\$4,814
0253 Insurance Other-Specify				\$0
INSURANCE TOTAL	\$4,814	\$0	\$0	\$4,814
COMMUNICATIONS				
0301 Telecommunications/data lines	\$3,576			\$3,576
0302 Answering Service				\$0
COMMUNICATIONS TOTAL	\$3,576	\$0	\$0	\$3,576
OFFICE EXPENSE				
0351 Office Supplies	\$1,200			\$1,200
0352 Soc Rec., Workbooks				\$0
0353 Printing/Reproduction	\$3,600			\$3,600
0354 Publications				\$0
0355 Legal Notices/Advertising				\$0
OFFICE EXPENSE TOTAL	\$4,800	\$0	\$0	\$4,800
EQUIPMENT				
0401 Purchase of Equipment				\$0
0402 Equipment Rent/Lease	\$6,840			\$6,840
0403 Equipment Maintenance				\$0
EQUIPMENT TOTAL	\$6,840	\$0	\$0	\$6,840
FACILITIES				
0451 Rent/Lease Building	\$7,200			\$7,200
0452 Facilities Maintenance				\$0
0453 Utilities				\$0
FACILITIES TOTAL	\$7,200	\$0	\$0	\$7,200
TRAVEL COSTS				
0501 Staff Mileage	\$24,942			\$24,942
0502 Staff Travel (Out of County)	\$2,200			\$2,200
0503 Staff Training/Registration	\$3,130			\$3,130
0504 Transportation				\$0
TRAVEL COSTS TOTAL	\$30,272	\$0	\$0	\$30,272
PROGRAM SUPPLIES				
0551 Program Supplies-Client Incentives				\$0
0552 Program Supplies-Curriculum	\$6,470			\$6,470
0553 Program Supplies-Food				\$0
PROGRAM SUPPLIES TOTAL	\$6,470	\$0	\$0	\$6,470
CONSULTANCY				
0601 Consultant Services	\$32,400			\$32,400
0602 Contracted Services	\$18,000			\$18,000
CONSULTANCY TOTAL	\$50,400	\$0	\$0	\$50,400
FISCAL AND AUDITS				
0651 Accounting/Bookkeeping				\$0
0652 External Audit				\$0
FISCAL AND AUDITS TOTAL	\$0	\$0	\$0	\$0
OTHER COSTS				
0701 Indirect Costs	\$32,500			\$32,500
0702 Licenses/Taxes				\$0
0703 County Administration Fee				\$0
0749 Other Business Services				\$0
OTHER COSTS TOTAL	\$32,500	\$0	\$0	\$32,500
TOTAL PROGRAM EXPENDITURES	\$325,000	\$0	\$0	\$325,000
REVENUE/MATCH				
3120 Medi-Cal				\$0
3130 State Grant				\$0
3140 Private Donations				\$0
3150 Client Fees				\$0
REVENUE/MATCH TOTAL	\$0	\$0	\$0	\$0
NET PROGRAM BUDGET	\$325,000	\$0	\$0	\$325,000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH - SUD SERVICES
RURAL OUTPATIENT TREATMENT SERVICES
FISCAL YEAR 2020-21

Provider Name: Promesa Behavioral Health

PERSONNEL/ SALARIES	Annual Salary and FTE equivalence as in budget.		
	Budget Categories-Line Item Description	Annual (12 Month) Salary for this	% of FTE dedicated to this program
	Executive Director	In-Kind	
	Program Manager	\$61,000	50%
	AOD Counselor I	\$45,082	100%
	AOD Counselor I	\$45,082	100%
	Administrative Assistant	\$26,520	100%
	Position descriptions submitted with proposal.		
PAYROLL TAXES TOTAL			
EMPLOYEE BENEFITS TOTAL			
INSURANCE	List the following insurance categories: ☐ 0251 - Workers Compensation Insurance - N/a (Incl. in employee benefits) ☐ 0252 - Liability Insurance - General Liability ☐ 0253 - Insurance Other - N/a		
COMMUNICATIONS	☐ 0301 - Telecommunications/data lines - Cell ph, Webex, Wifi, email encryp. ☐ 0302 - Answering Service - N/a		
OFFICE EXPENSE	☐ 0351-Office Supplies: Includes Items necessary to carry out the daily activities to accomplish the program goals and objectives including paper, filing supplies, pens, pencils, scissors, and other supplies. ☐ 0352 - Social/Rec, Workbooks.- N/a ☐ 0353-Printing/Reproduction includes items such as the printing of business cards, program pamphlets, position vacancy advertising and other materials related to the program. ☐ 0354 - Publications - N/a ☐ 0355 - Legal Notices/Advertising - N/a		
EQUIPMENT	List the following equipment categories and provide a brief description for each category: ☐ 0401 - Purchase of Equipment - N/a ☐ 0402 - Equipment Rent/Lease - Leased laptops for staff use ☐ 0403-Equipment Maintenance: minor equipment repair for copier and vehicle maintenance.		

FACILITIES	List the following facilities categories and provide a brief description for each category: ☐ 0451 - Rent/Lease Building - Monthly rent for distal sites ☐ 0452 - Facilities Maintenance - N/a ☐ 0453 - Utilities - N/a
TRAVEL	List the following travel categories and provide a brief description for each ☐ 0501 - Staff Mileage - Staff travel to distal sites weekly for first intake ☐ 0502 - Staff Travel (Out of County) - Travel expenses for required training ☐ 0503 - Staff Training/Registration - ASAM annual conf., and local trainings ☐ 0504 - Transportation - N/a
PROGRAM SUPPLIES	List the following program supplies categories and provide a brief description ☐ 0551 - Program Supplies - Client Incentives ☐ 0552 - Program Supplies - Curriculum ☐ 0553 - Program Supplies - Food
CONSULTANCY	List the following consulting categories and provide a brief description for each ☐ 0601 - Consultant Services - Consult Psych., Peer Support Specialist ☐ 0602 - Contracted Services - Telecare I.T. technician
FISCAL AND AUDITS	List the following fiscal and audits categories and provide a brief description for ☐ 0651 - Accounting/Bookkeeping - N/a ☐ 0652 - External Audit - N/a
OTHER COSTS	List the following categories and provide a brief description for each category: ☐ 0701 - Indirect Costs - 10% program costs ☐ 0702 - Licenses/Taxes - N/a ☐ 0703 - County Administration Fee - N/a ☐ 0749-Other Costs - Other business services such as applicant TB tests, drug screens, and other program-related items that don't necessarily fit into another line item.
REVENUE/MATCH	Please identify all anticipated funding sources and distinguish whether the ☐ 3120 - Drug Medi-Cal - Mental Health Medi-Cal - ☐ 3130 - State Grant - ☐ 3140 - Private Donations - ☐ 3150 - Client Fees -

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.
— Dr. Martin Luther King, Jr.

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

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

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

Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
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- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?vl=1&vlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
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- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - o violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www/eplis.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with California HSC 11999-11999.3, which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees fail to ensure that:

- The program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol;
- All aspects of a drug- or alcohol-related program are consistent with the “no unlawful use” message, including, but not limited to, program standards, curricula, materials, and teachings; and
- The “no unlawful use” of drugs and alcohol message contained in drug- or alcohol-related programs applies to the use of drugs and alcohol prohibited by law.

I understand that the State of California enforces an Unlawful Use policy in which there is zero tolerance for promoting the unlawful use of and drugs or alcohol in an AOD treatment facility. If this organization fails to satisfy the guidelines adopted by the State of California, the drug or alcohol program shall not receive state funds and their contract with Fresno County will be terminated.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of HSC 11999-11999.3 and, if found in violation, will be immediately terminated.

Signature: _____

Date: _____

Title: _____

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, acknowledge the requirement to
(Organization Name)
comply with the Trafficking Victims Protection Act of 2000 (TVPA), specifically Section 106(g), which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees:

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award is in effect; or
- Uses forced labor in the performance of the award or subawards under the award.

I understand that the TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them. I will immediately inform the County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder (SUD) Services immediately of any information received from any source alleging a violation of the TVPA by either this organization or its employees, or a subcontractor or its employees during the term of this contract.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of the TVPA and, if found in violation, will be immediately terminated. I agree to submit this signed certification annually on behalf of the organization acknowledging requirements under the TVPA and attesting that all employees will receive annual TVPA training, and that documentation of training will be placed in personnel files.

Signature: _____

Date: _____

Title: _____

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information			
Name of entity		D/B/A	
Address (number, street)		City	State
			ZIP code
CLIA number	Taxpayer ID number (EIN)	Telephone number ()	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

	YES	NO
A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?	☐	☐
B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?	☐	☐
C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)	☐	☐

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

A full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by the Secretary or appropriate State agency to enter into an agreement or contract with any such institution or in termination of existing agreements.

General Instructions

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet. Return the original and second and third copies to the State agency; retain the first copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory. IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

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

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

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

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

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership. For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

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

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

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

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