

AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of June, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and each Provider listed in Exhibit A., "Youth Treatment Services Provider List," attached hereto and by reference incorporated herein, collectively hereinafter referred to as "PROVIDER," and such additional PROVIDER as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

WHEREAS, COUNTY, through its Department of Behavioral Health, Contracts Division - Substance Use Disorder Services (DBH), has determined there is a need for certain Fresno County residents to receive outpatient drug free alcohol and substance use disorder services and dual diagnosis mental health outpatient services; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of non-Drug Medi-Cal alcohol and substance use disorder treatment services to Fresno County minors between the ages of 12 and 17 years old and adults aged 18 years old receiving school-based treatment, pursuant to both Title 9 and 22 of the California Code of Regulations, California Health and Safety Code Sections 11750 et seq., the California Alcohol and Drug Standards and per the terms and conditions of this agreement; and.

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

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. SERVICES

A. PROVIDER shall perform all services and fulfill all responsibilities for the provision of outpatient SUD youth treatment services, as identified in this Agreement, including all Exhibits, COUNTY's Request for Statement of Qualifications (RFSQ) # 18-024, dated January 17, 2018 and Addendum No. One (1) dated February 1, 2018, herein after referred to as COUNTY Revised RFSQ # 18-024, all incorporated herein by reference and made part of this Agreement.

1 B. PROVIDER shall align program, services and practices with the vision and
2 mission of DBH as described in the Guiding Principles of Care Delivery, attached hereto as Exhibit B
3 and incorporated herein by reference.

4 C. In the event of any inconsistency among these documents, the inconsistency
5 shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including
6 any Exhibits and Amendments attached hereto; 2) to the revised RFSQ # 18-024; and 3) to the
7 Responses to the RFSQ. A copy of COUNTY's Revised RFSQ #18-024 and PROVIDERS response
8 shall be retained and made available during the term of this Agreement by COUNTY's Purchasing
9 Division.

10 D. PROVIDER's administrative level agency representative, who is duly authorized
11 to act on behalf of the PROVIDER, must attend regularly scheduled PROVIDER meetings.

12 E. PROVIDER shall maintain at PROVIDER's expense, a computer system
13 compatible with COUNTY's Substance Abuse Information System (SAIS), and high-speed Internet
14 connection for the purposes of submitting information required under the terms and conditions of this
15 Agreement.

16 F. COUNTY encourages PROVIDER to adopt and maintain Electronic Health
17 Records (EHR) meeting the requirements of the Health Information Technology for Economic and
18 Clinical Health Act (HITECH), part of the American Recovery and Reinvestment Act (ARRA) of 2009.
19 PROVIDER shall bear the costs associated with penalties and/or fines for non-compliance with such
20 regulations.

21 **2. TERM**

22 The term of this Agreement shall be for a period of three (3) years, commencing on the
23 1st day of July, 2018 through the 30th of June, 2021. This Agreement may be extended for two (2)
24 additional twelve (12) month periods upon written approval of both parties no later than thirty (30) days
25 prior to the first day of each twelve (12) month period. The DBH Director, or her designee, is authorized
26 to execute such written approval on behalf of the COUNTY based on PROVIDER's satisfactory
27 performance.

28 ///

1 **3. TERMINATION**

2 A. NON-ALLOCATION OF FUNDS – The terms of this Agreement, and the services
3 to be provided thereunder, are contingent on the approval of the funds by the appropriating government
4 agency. Should insufficient funds not be allocated, the services may be modified, or this Agreement
5 terminated, at any time by giving the PROVIDER thirty (30) days advance notice.

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

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

12 In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any
13 breach of this Agreement or any default which may then exist on the part of the PROVIDER. Neither
14 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or
15 default. COUNTY shall have the right to demand of the PROVIDER the repayment to COUNTY of any
16 funds disbursed to the PROVIDER under this Agreement. The PROVIDER shall promptly refund any
17 such funds upon demand.

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

21 **4. COMPENSATION**

22 A. COMPENSATION – For claims submitted for services rendered under this
23 Agreement, COUNTY agrees to pay PROVIDER and PROVIDER agrees to receive compensation for
24 costs associated with the delivery of outpatient SUD services provided by PROVIDER in accordance
25 with the State-set "Proposed Drug Medi-Cal Rates for Fiscal Year 2018-19," attached hereto as Exhibit
26 C and by this reference incorporated herein, and updated annually, for each term of this Agreement. It
27 is understood that all expenses incidental to PROVIDER'S performance of services under this
28 Agreement shall be borne by PROVIDER. In no event shall the total compensation for actual service

1 performed under this Agreement be in excess of One Million Dollars (\$1,000,000.00) for each twelve
2 (12) month period from July 1, 2018 through June 30, 2023 and Providers Annual Contract Maximum in
3 accordance with Exhibit A, Youth Treatment Services Provider List. PROVIDER shall be reimbursed to
4 the extent that funds are available.

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

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

16 C. PAYMENTS – Regardless of the contract maximum, PROVIDER will be
17 reimbursed only for costs up to the set DMC rates herein. Within forty-five (45) days of the
18 reconciliation by COUNTY, PROVIDER shall make payment to COUNTY or COUNTY shall reimburse
19 PROVIDER as appropriate.

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

24 D. QUALITY ASSURANCE – For services rendered herein, PROVIDER shall
25 assure that an on-going quality assurance component is in place and is occurring. PROVIDER shall
26 assure that clinical records for each participant are of such detail and length that a review of said record
27 will verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates
28

1 that appropriate services were not provided, COUNTY reserves the right to withhold payment for the
2 applicable unit(s) of service.

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

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

11 G. LOBBYING ACTIVITY – PROVIDER shall not directly or indirectly use any of the
12 funds under the Agreement for any political activity or to further the election or defeat of any candidate
13 for public office.

14 H. FUNDING SOURCES – It shall be the obligation of PROVIDER to determine and
15 claim all revenue possible from private pay sources and third party payers. PROVIDER shall not use
16 any funding under this Agreement for services covered by Drug Medi-Cal or other health insurance for
17 eligible beneficiaries. PROVIDER shall claim all Drug Medi-Cal covered services for eligible
18 beneficiaries through the Drug Medi-Cal claiming process. PROVIDER with a Youth Treatment contract
19 with the County must bill services for DMC-ineligible adolescents to the Youth Treatment contract.
20 COUNTY will only reimburse PROVIDER for services rendered that are not covered by Drug Medi-Cal,
21 other insurance or other revenue sources.

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

25 Any revenues generated by PROVIDER in excess of the amounts budgeted in
26 this Agreement may be utilized to expand/enhance the services during COUNTY’s fiscal years in which
27 revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered
28 separate and distinct from COUNTY’s payment to PROVIDER. The manner and means of service

1 expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director or
2 her designee. PROVIDER shall disclose all sources of revenue to COUNTY. Under no circumstances
3 will COUNTY funded staff time be used for fund-raising purposes.

4 **5. INVOICING**

5 PROVIDER shall invoice COUNTY in arrears by the (20th) day of each month for actual
6 services rendered in the previous month. Invoices shall be emailed to SAS@co.fresno.ca.us with the
7 subject line "Youth Treatment Services Analyst." Invoices shall be accompanied by monthly client roster
8 indicating units of service, documentation of DMC and other Health Care coverage ineligibility and other
9 documentation and reports as indicated in Section Sixteen (16), REPORTS – SUBSTANCE USE
10 DISORDER SERVICES. Any reports or other required documentation shall be in the form and in such
11 detail as acceptable to COUNTY's DBH. No reimbursement for services shall be made until the invoice
12 is received, reviewed, and approved by COUNTY's DBH.

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

23 Final general ledgers for services provided during each 12 month period of this
24 Agreement must be received within sixty (60) days after each 12 month period expires or this
25 Agreement is terminated, COUNTY's DBH shall have the right to deny payment for services covered by
26 such general ledger.

27 ///

1 **6. PROHIBITION ON PUBLICITY**

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

10 **7. INDEPENDENT CONTRACTOR**

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

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

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

1 **8. CONFLICT OF INTEREST**

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

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

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

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

19 **10. MODIFICATION**

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

22 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to
23 accommodate changes in State and Federal Law relating to mental health and substance use disorder
24 treatment may be made with the signed written approval of COUNTY's DBH Director or her designee
25 and respective PROVIDER(S) through an amendment approved by County Counsel and Auditor.

26 **11. NON-ASSIGNMENT**

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

1 **12. HOLD HARMLESS**

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

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

9 **13. INSURANCE**

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

14 A. COMMERCIAL GENERAL LIABILITY

15 Commercial General Liability Insurance with limits of not less than One Million
16 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
17 policy shall be issued on a per occurrence basis. -COUNTY may require specific coverages including
18 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
19 liability or any other liability insurance deemed necessary because of the nature of this contract.

20 B. AUTOMOBILE LIABILITY

21 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
22 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
23 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars
24 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
25 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this
26 Agreement.

27 ///

1 C. PROFESSIONAL LIABILITY

2 If PROVIDER employs licensed professional staff (e.g., Ph.D., R.N., L.C.S.W.,
3 L.M.F.T) in providing services, Professional Liability Insurance with limits of not less than One Million
4 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

5 D. WORKERS COMPENSATION

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

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

16 Within thirty (30) days for the date PROVIDER signs this Agreement, PROVIDER
17 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
18 policies, as required herein, to the County of Fresno, Department of Behavioral Health, Contracts
19 Division – Substance Use Disorder Services at 3133 N. Millbrook Ave., Fresno California, 93703,
20 Attention: SUD Services Staff Analyst, stating that such Commercial General Liability insurance names
21 the County of Fresno, its officers, agents, employees, individually and collectively, as additional
22 insured, but insofar as the operations under this Agreement are concerned; that such coverage for
23 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
24 maintained by COUNTY, its officers, agents, and employees, shall be in excess only and not
25 contributing with insurance provided under PROVIDER's policies herein; and that this insurance shall
26 not be cancelled or changed without minimum of thirty (30) days advance, written notice given to
27 COUNTY.

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

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

7 E. CHILD ABUSE/MOLESTATION

8 Providers that deliver SUD outpatient or residential treatment who are pregnant
9 and/or parenting where the child(ren) are involved or present at treatment facilities or deliver SUD
10 treatment services to adolescents shall maintain Child Abuse/Molestation and Social Services liability
11 insurance of not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of
12 Two Million (\$2,000,000).

13 **14. SUBCONTRACTS**

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

18 If PROVIDER should propose to subcontract with one or more third parties to carry out a
19 portion of the services covered by this Agreement, any such subcontract shall be in writing and
20 approved as to form and content by COUNTY's DBH Director or her designee prior to execution and
21 implementation. COUNTY's DBH Director or her designee shall have the right to reject any such
22 proposed subcontract. Any such subcontract together with all activities by or caused by PROVIDER
23 shall not require compensation greater than the total budget contained herein. An executed copy of any
24 such subcontract shall be received by COUNTY before any implementation and shall be retained by
25 COUNTY. PROVIDER shall be responsible to COUNTY for the proper performance of any subcontract.
26 Any subcontractor shall be subject to the same terms and conditions that PROVIDER is subject to
27 under this Agreement.

28 ///

1 **15. NO THIRD PARTY BENEFICIARIES**

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

6 **16. REPORTS—SUBSTANCE USE DISORDER SERVICES**

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

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

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

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

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

25 5) Cost Reports – On an annual basis for each fiscal year ending June 30th
26 PROVIDER(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
27 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
28 date. Submittal must also include any requested support documents such as general ledgers. All

1 reports submitted by PROVIDER(S) to COUNTY must be typewritten. COUNTY will issue instructions
2 for completion and submittal of the annual cost report, including the relevant cost report template(s) and
3 due dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in
4 accordance with Generally Accepted Accounting Principles. Unallowable costs such as lobbying or
5 political donations must be deducted from the cost report and all invoices. If the PROVIDER(S) does
6 not submit the cost report by the due date, including any extension period granted by the COUNTY, the
7 COUNTY may withhold payment of pending invoices until the cost report(s) has been submitted and
8 clears COUNTY desk audit for completeness and accuracy.

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

16 B. OTHER FUNDING SOURCES – PROVIDER(S) will be required to
17 submit a cost report on a form(s) approved and provided by the COUNTY to reflect actual costs and
18 reimbursement for services provided through funding sources other than DMC. Contracts that include a
19 negotiated rate per unit of service will be reimbursed only for the costs of approved units of service up
20 to the negotiated unit of service rate approved in the Agreement, regardless of the contract maximum. If
21 the cost report indicates an amount due to COUNTY, PROVIDER(S) shall submit payment with the
22 report. If an amount is due to PROVIDER(S) COUNTY shall reimburse PROVIDER within forty-five (45)
23 days of receiving and accepting the year-end cost report.

24 C. MULTIPLE FUNDING SOURCES – PROVIDER(S) who has
25 multiple agreements for the same services provided at the same location where at least one of the
26 Agreements is funded through DMC and the other funding is other federal or county realignment
27 funding will be required to complete DMC cost reports and COUNTY approved cost reports. Such
28 Agreements will be settled for actual costs in accordance with Medicaid reimbursement requirements

1 as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan.
2 During the term of this Agreement and thereafter, COUNTY and PROVIDER(S) agree to settle dollar
3 amounts disallowed or settled in accordance with DHCS and COUNTY audit settlement findings. DHCS
4 audit process is approximately eighteen (18) to thirty-six (36) months following the close of the State
5 fiscal year. COUNTY may choose to appeal DHCS settlement results and therefore reserves the right
6 to defer payback settlement with PROVIDER(S) until resolution of the appeal.

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

12 **17. EVALUATION – MONITORING**

13 **OUTCOMES** – COUNTY's DBH Director, or her designee, and DHCS or their designees
14 shall monitor and evaluate the performance of PROVIDER under this Agreement to determine to the
15 best possible degree the success or failure of the services provided under this Agreement. At the
16 discretion of the COUNTY, a subcontractor may be obtained by the COUNTY to independently
17 evaluate and monitor the performance of the PROVIDER. PROVIDER shall participate in the evaluation
18 of the program as needed, at the discretion of COUNTY.

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

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

27 ///

28 ///

1 **18. DATA SECURITY**

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

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

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

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

16 B. PROVIDER-OWNED COMPUTERS OR COMPUTER PERIPHERALS

17 PROVIDER may not bring PROVIDER-owned computers or computer
18 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
19 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to
20 be transferred, data must be stored on a secure server approved by the COUNTY and transferred by
21 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data
22 must be encrypted.

23 C. COUNTY-OWNED COMPUTER EQUIPMENT

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

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

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

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

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

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

17 **19. YOUTH TREATMENT**

18 PROVIDER shall follow the guidelines incorporated by this reference, "Youth Treatment
19 Guidelines," in staffing, developing and implementing youth treatment programs, until such time new
20 Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is
21 required for new guidelines to apply as the Youth Treatment Guidelines are updated. Current Youth
22 Treatment Guidelines are available on the DHCS website at:

23 <http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx>

24 **20. INTERIM SERVICES**

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

27 Interim Substance Abuse Services means services that are provided until an individual is
28 admitted to a substance abuse treatment program. The purposes of the services are to reduce the

1 adverse health effects of such abuse, promote the health of the individual, and reduce the risk of
2 transmission of disease. At a minimum, interim services include counseling and education about HIV
3 and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners
4 and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur,
5 as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services
6 also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for
7 prenatal care.

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

10 **21. REFERENCES TO LAWS AND RULES**

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

14 **22. STATE ALCOHOL AND DRUG REQUIREMENTS**

15 A. INDEMNIFICATION

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

22 B. INDEPENDENT CONTRACTOR

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

26 C. CONTROL REQUIREMENTS

27 This Agreement is subject to all applicable Federal and State laws, regulations
28 and standards. PROVIDER(S) shall establish written procedures consistent with State-County Contract

1 requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or
2 regulation existing or enacted during the term of this Agreement.

3 D. CONFIDENTIALITY

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

10 E. REVENUE COLLECTION POLICY

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

13 F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

16 G. ACCESS TO SERVICES

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

19 H. REPORTS

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

22 I. AUDITS

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

28 ///

1 J. RECORDS MAINTENANCE

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

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

10 **23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

11 COUNTY and PROVIDER each consider and represent themselves as covered entities
12 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
13 191(HIPAA) and agree to use and disclose protected health information as required by law.

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

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

21 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
22 PROVIDER to enter into a contract containing specific requirements prior to the
23 disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and
24 164.504(e) of the Code of Federal Regulations (CFR).

25 **24. CULTURAL COMPETENCY**

26 As related to Cultural and Linguistic Competence, PROVIDER shall comply with:
27 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.
28 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance

1 from discriminating against persons based on race, color, national origin, sex, disability or religion. This
2 is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
3 participation in federally funded programs through the provision of comprehensive and quality bilingual
4 services.

5 B. Policies and procedures for ensuring access and appropriate use of trained
6 interpreters and material translation services for all LEP consumers, including, but not limited to,
7 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
8 procedures, and monitoring its language assistance program. The PROVIDER's procedures must
9 include ensuring compliance of any sub-contracted providers with these requirements.

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

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

22 E. In compliance with the State mandated Culturally and Linguistically Appropriate
23 Services standards as published by the Office of Minority Health, PROVIDER must submit to COUNTY
24 for approval, within 60 days from date of contract execution, PROVIDER's plan to address all fifteen
25 national cultural competency standards as set forth in the "National Standards on Culturally and
26 Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit E, and incorporated herein by
27 this reference. County's annual on-site review of PROVIDER shall include collection of documentation
28

1 to ensure all national standards are implemented. As the national competency standards are updated,
2 PROVIDER's plan must be updated accordingly.

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

5 **25. SINGLE AUDIT CLAUSE**

6 A. If PROVIDER expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or
7 more in Federal and Federal flow-through monies, PROVIDER agrees to conduct an annual audit in
8 accordance with the requirements of the Single Audit Standards as set forth in 2CFR Part 200.
9 PROVIDER shall submit said audit and management letter to COUNTY. The audit must include a
10 statement of findings or a statement that there were no findings. If there were negative findings,
11 PROVIDER must include a corrective action plan signed by an authorized individual. PROVIDER
12 agrees to take action to correct any material non-compliance or weakness found as a result of such
13 audit. Such audit shall be delivered to COUNTY's Department of Behavioral Health, Business Office
14 for review within nine (9) months of the end of any fiscal year in which funds were expended and/or
15 received for the program. Failure to perform the requisite audit functions as required by this Agreement
16 may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with
17 a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future
18 agreements with PROVIDER. All audit costs related to this Agreement are the sole responsibility of
19 PROVIDER.

20 B. A single audit report is not applicable if PROVIDER's Federal contracts do not
21 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or PROVIDER's only
22 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
23 performed and a program audit report with management letter shall be submitted by PROVIDER to
24 COUNTY as a minimum requirement to attest to PROVIDER's solvency. Said audit report shall be
25 delivered to COUNTY's Department of Behavioral Health, Business Office for review, no later than nine
26 (9) months after the close of the fiscal year in which the funds supplied through this Agreement are
27 expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks
28 or contracting with a qualified accountant to perform said audit. All audit costs related to this

1 Agreement are the sole responsibility of PROVIDER who agrees to take corrective action to eliminate
2 any material noncompliance or weakness found as a result of such audit. Audit work performed by
3 COUNTY under this section shall be billed to the PROVIDER at COUNTY's cost, as determined by
4 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

5 PROVIDER shall make available all records and accounts for inspection by COUNTY,
6 the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor
7 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least
8 three (3) years following final payment under this Agreement or the closure of all other pending matters,
9 whichever is later.

10 **26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

27 ///

28 ///

1 **27. COMPLIANCE WITH LAWS AND POLICIES**

2 PROVIDER shall comply with all applicable rules and regulations set forth in Titles 9 and
3 22 of the California Code of Regulations, and California Health and Safety Code section 11750 et seq.
4 PROVIDER shall comply with any other Federal and State laws or guidelines applicable to
5 PROVIDER's performance under this Agreement or any local ordinances, regulations, or policies
6 applicable. Such provisions include, but are not restricted to:

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

9 B. PROVIDER shall establish and use COUNTY's approved method of determining
10 and collecting fees from clients.

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

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

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

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

23 **28. FEDERAL CERTIFICATIONS**

24 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
25 VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

1 B. This certification is required by the regulations implementing Executive Order
2 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The
3 regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

8 2) The prospective recipient of funds agrees by entering into this
9 Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is
10 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
11 transaction, unless authorized by the Federal department or agency with which this transaction
12 originated.

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

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

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

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

27 ///

28 ///

1 **29. CLEAN AIR AND WATER**

2 In the event funding under this Agreement exceeds one hundred thousand dollars (\$100,000.00),
3 the PROVIDER must comply with all applicable standards, orders, or requirements issued under
4 section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33 U.S.C.
5 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

6 **30. SMOKING PROHIBITION REQUIREMENTS**

7 PROVIDER shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994
8 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-
9 Free Workplace Law.

10 **31. ENERGY EFFICIENCY**

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

14 **32. NON-DISCRIMINATION PROVISION**

15 A. ELIGIBILITY FOR SERVICES – PROVIDER shall prepare, prominently post in its
16 facility, and make available to the DBH Director or her designee and to the public all eligibility
17 requirements to participate in the program funded under this Agreement. PROVIDER shall not
18 unlawfully discriminate in the provision of services because of race, religious creed, color, national
19 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
20 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran
21 status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights
22 Act of 1964 (42 USC section 2000(d)); Age Discrimination Act of 1975 (42 USC section 1681);
23 Rehabilitation Act of 1973 (29 USC section 794); Education Amendments of 1972 (20 USC section
24 1681); Americans with Disabilities Act of 1990 (42 USC section 12132); Title 45, Code of Federal
25 Regulations, Part 84; provisions of the Fair Employment and Housing Act (California Government Code
26 section 12900); and regulations promulgated thereunder (Title 2, CCR, section 7285.0); Title 2, Division
27 3, Article 9.5 of the California Government Code commencing with section 11135; and Title 9, Division
28 4, Chapter 6 of the California Code of Regulations commencing with section 10800.

1 B. EQUAL OPPORTUNITY – PROVIDER shall comply with California Government
2 Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters
3 related to the development, implementation, and maintenance of a nondiscrimination program.
4 PROVIDER shall not discriminate against any employee or applicant for employment because race,
5 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
6 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
7 orientation, or military or veteran status. Such practices include retirement, recruitment, advertising,
8 hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation,
9 use of facilities, and other terms and conditions of employment. PROVIDER agrees to post in
10 conspicuous places, notices available to all employees and applicants for employment setting forth the
11 provisions of the Equal Opportunity Act (42 USC section 2000(e)) in conformance with Federal
12 Executive Order No. 11246. PROVIDER agrees to comply with the provisions of the Rehabilitation Act
13 of 1973 (29 USC Section 794).

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

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

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

1 **33. ASSURANCES**

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

18 A. If COUNTY has notice that PROVIDER has been charged with a criminal offense
19 related to any Federal Health Care Program, or is proposed for exclusion during the term on any
20 contract, PROVIDER and COUNTY shall take all appropriate actions to ensure the accuracy of any
21 claims submitted to any Federal Health Care Program. At its discretion given such circumstances,
22 COUNTY may request that PROVIDER cease providing services until resolution of the charges or the
23 proposed exclusion.

24 B. PROVIDER agrees that all potential new employees of PROVIDER or
25 subcontractors of PROVIDER who, in each case, are expected to perform professional services under
26 this Agreement, will be queried as to whether (1) they are now or ever have been excluded, suspended,
27 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been
28 convicted of a criminal offense related to the provision of health care items or services; and or (3) they

1 have been reinstated to participation in the Federal Health Care Programs after a period of exclusion,
2 suspension, debarment, or ineligibility.

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

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

14 C. PROVIDER shall verify (by asking the applicable employees and
15 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
16 to perform professional services under this Agreement (1) are not currently excluded, suspended,
17 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
18 convicted of a criminal offense related to the provision of health care items or services; and (3) have not
19 been reinstated to participation in the Federal Health Care Program after a period of exclusion,
20 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
21 PROVIDER that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the
22 Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of
23 health care services, PROVIDER will ensure that said employee or subcontractor does no work, either
24 direct or indirect, relating to services provided to COUNTY.

25 1) PROVIDER agrees to notify COUNTY immediately during the term of this
26 Agreement whenever PROVIDER learns that an employee or subcontractor who, in each case, is
27 providing professional services under this Agreement is excluded, suspended, debarred or otherwise
28

1 ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense
2 relating to the provision of health care services.

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

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

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

15 **34. AUDITS AND INSPECTIONS**

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

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

24 Notwithstanding the provisions stated in Section Two (2), TERM, of this Agreement, it is
25 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all
26 audit procedures and requirements as stated in this Agreement have been completed to the review and
27 satisfaction of COUNTY. PROVIDER shall bear all costs in connection with or resulting from any audit
28 and/or inspections including, but not limited to, actual costs incurred and the payment of any

1 expenditures disallowed by either COUNTY, State, or Federal governmental entities, including any
2 assessed interest and penalties.

3 **35. RECORDS**

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

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

15 C. REPORTS – PROVIDER shall submit to COUNTY monthly fiscal and all program
16 reports as further described in Section Sixteen (16) REPORTS – SUBSTANCE USE DISORDER
17 SERVICES. PROVIDER shall submit a complete and accurate year-end cost report for each fiscal year
18 affected by this Agreement, following the end of each fiscal year affected by this Agreement.
19 PROVIDER shall also furnish to COUNTY such statements, records, reports, data, and information as
20 COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by
21 PROVIDER to COUNTY must be typewritten.

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

25 E. DISALLOWANCES – Payments by COUNTY shall be in arrears, for services
26 provided during the preceding month, within forty-five (45) days after receipt, verification and approval
27 of PROVIDER invoices by COUNTY'S DBH Contracts Division - SUD Services. If payment for services
28 are denied or disallowed by State; and subsequently resubmitted to COUNTY by PROVIDER, the

1 disallowed portion will be withheld from the next reimbursement to the PROVIDER until COUNTY has
2 received has received reimbursement from State for said services.

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

9 **36. NOTICES**

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

COUNTY	PROVIDER
Director, Fresno County	See Exhibit A
4441 East Kings Canyon	
Fresno, CA 93702	

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

20 **37. CHANGE OF LEADERSHIP/MANAGEMENT**

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

25 In the event of any change in the status of PROVIDER's leadership or management,
26 PROVIDER shall provide written notice to COUNTY within thirty (30) days from the date of change.
27 Such notification shall include any new leader or manager's name, address and qualifications.
28 "Leadership or management" shall include any employee, member, or owner of PROVIDER who either

1 a) directs individuals providing services pursuant to this Agreement; b) exercises control over the
2 manner in which services are provided; or c) has authority over PROVIDER's finances.

3 **38. CHARITABLE CHOICE**

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

17 **39. LICENSING-CERTIFICATES**

18 Throughout each term of this Agreement, PROVIDER and PROVIDER's staff shall
19 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for
20 the provision of the services hereunder and required by the laws and regulations of the United States of
21 America, State of California, the County of Fresno, and any other applicable governmental agencies.
22 PROVIDER shall notify COUNTY immediately in writing of its inability to obtain or maintain such
23 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
24 appeal related thereto. Additionally, PROVIDER and PROVIDER's staff shall comply with all applicable
25 laws, rules or regulations, as may now exist or be hereafter changed.

26 **40. AOD CERTIFICATION STANDARDS COMPLIANCE**

27 The COUNTY requires all COUNTY contracted outpatient treatment providers of Alcohol
28 and Other Substance Use Disorder treatment services to comply with the California Department of

1 Health Care Services (DHCS) Alcohol and Other Drug Program (AOD) Certification Standards. The
2 purpose of the AOD Certification Standards is to ensure an acceptable level of service quality is
3 provided to program participants.

4 COUNTY shall terminate this Agreement immediately in the event PROVIDER fails to
5 comply with the standards.

6 **41. COMPLAINTS**

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

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

18 **42. DRUG FREE WORKPLACE**

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

21 **43. CHILD ABUSE REPORTING**

22 PROVIDER shall utilize a procedure acceptable to the COUNTY to ensure that all of
23 PROVIDER's employees, volunteers, consultants, subcontractors or agents performing services under
24 this Agreement shall report all known or suspected child abuse or neglect to one or more of the
25 agencies set forth in Penal Code section 11165.9. This procedure shall include having all of
26 PROVIDER's employees, volunteers, consultants, subcontractors or agents performing services under
27 this Agreement sign a statement that he or she knows of and will comply with the reporting
28 requirements set forth in Penal Code section 11166. The statement to be utilized by PROVIDER for

1 reporting is set forth in Exhibit G, "Notice of Child Abuse Reporting," attached hereto and by this
2 reference incorporated herein.

3 **44. TRAFFICKING IN PERSONS PROVISIONS**

4 PROVIDER shall conform to all Federal statutes and regulations prohibiting trafficking in
5 persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons
6 provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA).

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

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

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

12 or

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

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

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

23 PROVIDER must sign a certification annually acknowledging the Trafficking Victims Protection Act of
24 2000 requirements (TVPA Certification), attached hereto as Exhibit H, incorporated herein by reference
25 and made part of this Agreement and must require all employees to complete annual TVPA training.

26 ///

27 ///

28

1 **45. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

5 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
6 the following information must be disclosed by PROVIDER by completing Exhibit I “Disclosure of
7 Ownership and Control Interest Statement,” attached hereto and by this reference incorporated herein.
8 PROVIDER shall submit this form to the Department of Behavioral Health within thirty (30) days of the
9 effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via email
10 to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

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

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

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

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

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

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

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

27 ///

28 ///

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

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

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

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

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

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

18 **46. CONTROL REQUIREMENTS**

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

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

27 B. California Government Code sections 16366.1 through 16367.9 and 53130
28 through 53138;

- 1 C. Title 9, Division 4 of the California Code of Regulations;
- 2 D. 42 United States Code (U.S.C.) section 300x-5;
- 3 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act
- 4 Amendments of 1996);
- 5 F. 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit
- 6 Requirements for Federal Awards); and
- 7 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
- 8 Grants).

9 **47. PROPERTY OF THE COUNTY**

10 A. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) shall be

11 identified as fixed assets and shall be maintained in COUNTY's Asset Management System. Certain

12 purchases under Five Thousand and No/100 Dollars (\$5,000.00) including but not limited to computers,

13 copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or

14 designee made during the life of this Agreement shall be identified as assets that can be inventoried

15 and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by

16 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this

17 Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and

18 inventoried assets and shall be physically present when fixed and inventoried assets are returned to

19 COUNTY possession at the termination or expiration of this Agreement. PROVIDER is responsible for

20 returning to COUNTY all COUNTY owned fixed and inventoried assets, or the monetary value of said

21 assets if unable to produce the assets at the expiration or termination of this Agreement.

22 PROVIDER further agrees to the following:

- 23 1) To maintain all items of equipment in good working order and condition,
- 24 normal wear and tear is expected;
- 25 2) To label all items of equipment, to perform periodic inventories as
- 26 required by COUNTY and to maintain an inventory list showing where and how the equipment is being
- 27 used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to
- 28 COUNTY within ten (10) days of any request therefore; and

1 3) To report in writing to COUNTY immediately after discovery, the lost or
2 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
3 and a copy of the police report submitted to COUNTY.

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

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

12 **48. UNLAWFUL USE OF DRUGS AND ALCOHOL**

13 PROVIDER shall ensure that information provided to clients contains a clearly written
14 statement that there shall be no unlawful use of drugs or alcohol associated with PROVIDER.
15 Additionally PROVIDER shall ensure that no aspect of the program includes any message in materials,
16 curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol
17 pursuant to Health and Safety Code (HSC) 11999-11999.3. PROVIDER shall maintain that any
18 unlawful use of drugs and alcohol is illegal and dangerous.

19 PROVIDER must sign the Unlawful Use of Drugs and Alcohol Certification, attached
20 hereto as Exhibit J, incorporated herein by reference and made part of this Agreement agreeing to
21 uphold the obligations of HSC 11999 – 11999.3.

22 COUNTY shall enforce the requirement of "No Unlawful Use" set forth by DHCS and
23 requires PROVIDER to enforce the requirement as well.

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

28 ///

1 **49. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

2 PROVIDER shall adhere to the State-County Contract requirement that no funds shall be used to carry
3 out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal
4 drug unless the DHCS chooses to implement a demonstration syringe services program for intravenous
5 drug users.

6 **50. CONFIDENTIALITY OATH**

7 PROVIDER shall ensure that all of its employees sign a written confidentiality oath,
8 attached hereto as Exhibit K, before they begin employment with PROVIDER and shall renew said
9 document annually thereafter. PROVIDER shall retain each employee’s written confidentiality oath for
10 COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

11 **51. ADDITIONS/DELETIONS OF NEW PROVIDERS**

12 COUNTY’s DBH Director, or her designee, reserves the right at any time during the term
13 of this Agreement to add new PROVIDER(S) to those listed in Exhibit A, “Youth Treatment Provider
14 List”. It is understood any such additions will not affect compensation paid to the other PROVIDER(S),
15 and therefore such additions may be made by COUNTY without notice to or approval from other
16 PROVIDER(S) under this agreement. These same provisions shall apply to the deletion of any
17 PROVIDER listed in Exhibit A, “Youth Treatment Provider List,’ except that deletions shall be made by
18 written mutual agreement between the COUNTY and the particular PROVIDER to be deleted, or shall
19 be in accordance with the provisions of Section Three (3) TERNINATION of this Agreement.

20 **52. SEPARATE AGREEMENT**

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

24 **53. GOVERNING LAW**

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

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

1 **54. ENTIRE AGREEMENT**

2 This Agreement, including all Exhibits, constitutes the entire Agreement between
3 PROVIDER and COUNTY with respect to the subject matter hereof and supersedes all previous
4 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
5 understandings of any nature whatsoever unless expressly included in this Agreement.

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

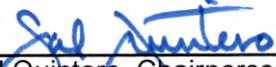
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXECUTED AND EFFECTIVE as of the date first above set forth.

PROVIDER(S)

COUNTY OF FRESNO

SEE REVISED EXHIBIT A-1



Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

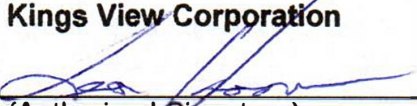
By: 

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56302081
Account No.: 7295
Requisition No.: 5631810021

1 **Kings View Corporation**

2 
3 (Authorized Signature)

4 Leon Hoover, CEO
5 Print Name & Title

6 7170 N. Financial Drive, Suite 110

7 Fresno, CA. 93720
8 Mailing Address

9 FOR ACCOUNTING USE ONLY:

10 ORG No.: 56302081

11 Account No.: 7295

12 Requisition No.: 5631810021

13

14

15

16

17

18

19

20

21

22

23

24

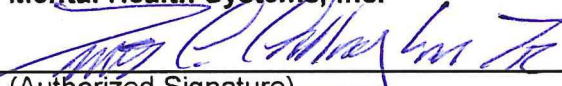
25

26

27

28

1 **Mental Health Systems, Inc.**

2 
3 (Authorized Signature)

4 James C. Callaghan Jr.
5 Print Name & Title

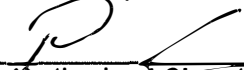
6 9465 Farnham Street

7 San Diego, CA 92123
8 Mailing Address

9 FOR ACCOUNTING USE ONLY:

10 ORG No.: 56302081
11 Account No.: 7295
12 Requisition No.: 5631810021
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Panacea, Inc.

2 
3 (Authorized Signature)

4 Phillip Cowings / Director
5 Print Name & Title

6 3152 N. Millbrook # D

7 Fresno CA 93703
8 Mailing Address

9 FOR ACCOUNTING USE ONLY:

10 ORG No.: 56302081
11 Account No.: 7295
12 Requisition No.: 5631810021

13

14

15

16

17

18

19

20

21

22

23

24


25

26

27

28

1 Promesa Behavioral Health, Inc.

2 

3 (Authorized Signature)

4 Lisa Weigant, CEO

5 Print Name & Title

6 7120 N. Marks Ave Suite 110

7 Fresno, CA 93711

8 Mailing Address

9 FOR ACCOUNTING USE ONLY:

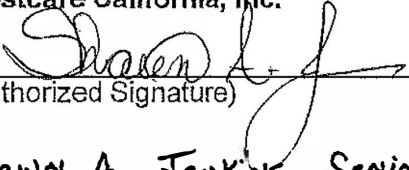
10 ORG No.: 56302081

11 Account No.: 7295

12 Requisition No.: 5631810021

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Westcare California, Inc.

2 
3 (Authorized Signature)

4 Shawn A. Jenkins, Senior Vice-President
5 Print Name & Title

6 1900 N. Gateway Blvd, Suite 101

7 Fresno, California 93727
8 Mailing Address

9 FOR ACCOUNTING USE ONLY:

10 ORG No.: 56302081
11 Account No.: 7295
12 Requisition No.: 5631810021
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Youth Treatment Services Provider List

Provider	Annual Contract Maximum
Kings View Corporation Remit to: 1410 F St., Suite 101 Fresno, CA 93706 (559) 875-6300	\$25,000.00
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123 (858) 573-2600	\$15,000.00
Panacea, Inc. Remit to: 3152 N. Millbrook Ave., Suite D Fresno, CA 93703 (559) 241-0364	\$25,000.00
Promesa Behavioral Health, Inc. Remit to: 7120 N. Marks Ave., Suite 110 Fresno, CA 93711 (559) 439-5437	\$10,000.00
WestCare California, Inc. Remit to: PO Box 12107 Fresno, CA 93776 (559) 255-8838	\$25,000.00

Note: Current service locations for these providers are available in the provider directory on the county's SUD website (<http://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/looking-for-help>).

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Department of Health Care Services
Substance Use Disorders - Program, Prevention and Fiscal Division
Drug Medi-Cal (DMC) Rates for Fiscal Year 2017-18

Non-Perinatal DMC

Description	Unit of Service (UOS)	FY 2017-18 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$13.11
NTP - Individual Counseling	One 10-minute Increment	\$15.37
NTP - Group Counseling	One 10-minute Increment	\$3.43
Intensive Outpatient Treatment	Face-to-Face Visit	\$58.53
Naltrexone (*)	Face-to-Face Visit	\$19.06
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$76.91
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$30.89

Perinatal DMC

Description	Unit of Service (UOS)	FY 2017-18 UOS Rate**
NTP - Methadone	Daily	\$14.11
NTP - Individual Counseling	One 10-minute Increment	\$16.39
NTP - Group Counseling	One 10-minute Increment	\$4.28
Intensive Outpatient Treatment	Face-to-Face Visit	\$84.43
Perinatal Residential	Daily	\$90.14
ODF Individual Counseling	Face-to-Face Visit (Per Person)	\$81.93
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$38.56

* From FY 2002-03 through FY 2008-09, Naltrexone was frozen at the \$21.19 (FY 1999-2000) approved rate. Counties and service providers have not provided, submitted claims, nor reported cost for this service since FY 1997-98. For FY 2009-10, the \$21.19 frozen rate was reduced by 10 percent to \$19.07. Excluding county administration from the cost data used to produce the \$21.19 frozen approved rate decreased it to \$19.06. Drug Medi-Cal used \$19.06 as the FY 2017-18 developed rate.

** FY 2009-2010 rates were adjusted by the cumulative growth of the change in the Implicit Price Deflator (IDP), in accordance with Welfare & Institutions Code Section 14021.9(b). The 15.6 percent is a year-to-year summation of the change in IDP's which are as follows: 0% for FY 2009-10, 3.2% for FY 2010-11, 2.5% for FY 2011-12, 1.9% for FY 2012-13, 2.1% for FY 2013-14, 1.2% for FY 2014-15, 0.4% for FY 2015-16, 1.9% for FY 2016-17, and 2.4% for FY 2017-18.

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:	

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that consumers receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to consumers with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the consumer).
7. Organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, consumer satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual consumer's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and consumer involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by consumers.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

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:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 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)

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? | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> |
| 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) | <input type="checkbox"/> | <input type="checkbox"/> |

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? YES NO
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?..... YES NO
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?..... YES NO
 If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
 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?..... YES NO

VII. A. Is this facility chain affiliated? YES NO
 (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

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: _____



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

Exhibit K
Page 1 of 1

PRIVACY AND SECURITY AGREEMENT REGARDING AUTHORIZED ACCESS TO
CONFIDENTIAL PROTECTED HEALTH INFORMATION FOR FRESNO COUNTY DEPARTMENT
OF BEHAVIORAL HEALTH (DBH) EMPLOYEES AND/OR NON-DBH SUD SERVICES
WORKFORCE MEMBERS

OATH OF CONFIDENTIALITY

As a condition of obtaining access to any Protected Health Information (PHI) that is necessary to carry out my function with DBH, I _____, agree to not divulge any PHI to unauthorized persons. Furthermore, I maintain that I will not publish or otherwise make public any information regarding persons who receive Substance Use Disorder Services such that the persons who receive or have received such services are identifiable.

Access to such data shall be limited to Fresno County DBH personnel, subcontractors, and subcontractors' personnel who require this information in the performance of their duties and have signed an Oath of Confidentiality with DBH.

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medical Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify DHCS when there is a possible security violation including unauthorized access to PHI by completing a "Privacy Incident Report" at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> and return the completed form to: privacyofficer@dhcs.ca.gov.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name: _____

Signature: _____

Date: _____