

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Exhibit A, "Recovery Residences Vendor List," attached hereto and by this reference incorporated herein, collectively herein after referred to as "CONTRACTOR", and such additional CONTRACTOR 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 CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY is authorized through its Intergovernmental Agreement with the California Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for recovery residence services in Fresno County; and

WHEREAS, CONTRACTOR(S) agree to provide recovery residence services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall provide recovery residence services to eligible beneficiaries of Fresno County, as identified in this Agreement, including all Exhibits, COUNTY's Sober Living Request for Application (RFA) dated February 18, 2015 and the Response to the Sober Living RFA incorporated herein by reference and made part of this Agreement.

B. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including any Exhibits and amendments attached hereto, but excluding Sober Living RFA dated February 18, 2015 and the Response to Sober Living RFA; 2) Sober Living RFA dated February 18, 2015 3) to the Response to the Sober Living RFA. A copy of COUNTY's Sober Living RFA, and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY Department of Behavioral

1 Health.

2 C. CONTRACTOR shall provide recovery residence services as described in Exhibit B,
3 Recovery Residence Scope of Work, Exhibit C, National Association of Recovery Services (NARR)
4 Recovery Residences Levels of Support, levels I (peer-run) and level II (monitored) attached hereto and
5 incorporated by this reference. Recovery residence services shall be delivered accordance with Exhibit D
6 Guidelines for Recovery Residences/Transitional Housing and in accordance with Exhibit E, NARR Code of
7 Ethics, attached hereto and incorporated by this reference.

8 D. CONTRACTOR shall comply with requirements stated within the Intergovernmental
9 Agreement as listed in Exhibit F, SAPT Specific Requirements, attached hereto and by this reference
10 incorporated herein; and with all other provisions set forth in the Intergovernmental Agreement, made
11 available by the Department of Behavioral Health (DBH), Contracts Division - Substance Use Disorder
12 (SUD) Services at the following web address and by this reference incorporated herein:

13 <https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page>,

14 CONTRACTOR is referred to therein as "Subcontractor" and COUNTY is referred to therein as
15 "Contractor."

16 E. CONTRACTOR shall comply with the Fresno County Substance Use Disorder
17 (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference
18 incorporated herein, available at the DBH website at
19 [https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
20 [page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). No formal amendment of this agreement is required for changes to the Provider Manual to apply.

21 F. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system
22 compatible with COUNTY's current billing and electronic health record (EHR) system for the provision of
23 submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall
24 complete billing and EHR data entry as follows: initial contact, when applicable; appointments;
25 admissions; ASAM level of care; discharge; and referrals.

26 G. CONTRACTOR's staff will be required to attend meetings and trainings on an as-
27 needed basis, which may include but are not limited to, SUD treatment and fiscal trainings provided by
28 the State of California. Refer to the Provider Manual for a listing of required trainings.

1 **2. ADDITIONS/DELETIONS OF CONTRACTOR(S)**

2 COUNTY's DBH Director or her designee reserves the right at any time during the term of
3 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A, Recovery Residences Vendor
4 List." It is understood any such additions will not affect compensation paid to the other CONTRACTOR(S),
5 and therefore such additions may be made by COUNTY without notice to or approval from other
6 CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any
7 CONTRACTOR listed in Exhibit A, Recovery Residences Vendor List," except that deletions shall be made
8 by written mutual agreement between the COUNTY and the particular CONTRACTOR to be deleted, or
9 shall be in accordance with the provisions of Section Four (4), TERMINATION, of this Agreement.

10 **3. TERM**

11 The term of this Agreement shall be for a period of six (6) months, commencing on January
12 1, 2019 through and including June 30, 2019. This Agreement may be extended for one (1) additional
13 consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days
14 prior to the first day of the next twelve (12) month extension period. The DBH Director or his or her
15 designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
16 satisfactory performance.

17 **4. TERMINATION**

18 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
19 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
20 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
21 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

22 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
23 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 24 1) An illegal or improper use of funds;
25 2) A failure to comply with any term of this Agreement;
26 3) A substantially incorrect or incomplete report submitted to the COUNTY; or
27 4) Improperly performed service.

28 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any

1 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
2 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
3 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
4 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
5 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
6 shall promptly refund any such funds upon demand.

7 C. Without Cause - Under circumstances other than those set forth above, this
8 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
9 intention to terminate to CONTRACTOR.

10 D. Voluntary Termination of Intergovernmental Agreement - The COUNTY may
11 terminate its Agreement with DHCS at any time, for any reason, by giving sixty (60) days written notice
12 to DHCS. In the event the Intergovernmental Agreement is terminated, COUNTY may terminate this
13 contractor agreement. CONTRACTOR shall be paid for services provided to beneficiaries up to the
14 date of termination.

15 **5. COMPENSATION**

16 A. COMPENSATION - For claims submitted for services rendered under this
17 Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
18 compensation for costs associated with the delivery of recovery residence services provided by
19 CONTRACTOR in accordance with cost per bed day slot attached hereto as Exhibit G and maximum
20 annual compensation. It is understood that all expenses incidental to CONTRACTOR'S performance of
21 services under this Agreement shall be borne by CONTRACTOR. In no event shall the total
22 compensation for actual service performed under this Agreement be in excess of Five Hundred
23 Thousand Dollars (\$500,000.00) for the first six (6) month period from January 1, 2019 through June 30,
24 2019 and One Million Dollars (\$1,000,000.00) for one twelve (12) month period from July 1, 2019
25 through June 30, 2020. CONTRACTOR shall be reimbursed to the extent that funds are available.
26 Annual reimbursement per bed day rate shall not exceed the CONTRACTOR(S) daily rate regardless of
27 total maximum compensation.

28 In no event shall the total compensation for actual services exceed the rate per

1 bed slot listed in Exhibit G.

2 Compensation for recovery residence services shall be reduced based on the
3 length of stay described in Exhibit B. The minimum length of stay in a recovery residence shall be
4 one (1) day and the maximum length shall not exceed 365 days. Beginning day one (1) through
5 day one hundred and eighty (180) reimbursement shall be 100% of the daily bed rate. Day one
6 hundred and eight one (181) through day two hundred and ten (210) reimbursement shall be 75%
7 of the daily bed rate. Day two hundred and eleven (211) through day three hundred and sixty-five
8 (365) shall be reimbursed at 50% of the daily bed rate. County extensions beyond day three
9 hundred and sixty-five (365) shall be reimbursed at 25% of the daily bed rate.

10 It is understood that all expenses incidental to CONTRACTOR(S)' performance
11 of services under this agreement shall be borne by CONTRACTOR(S).

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

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

23 1) B. PAYMENTS –Regardless of the contract maximum,
24 CONTRACTOR(S) will be reimbursed only for actual costs up to the negotiated bed day rate herein.
25 Payment by COUNTY shall be in arrears, based on CONTRACTOR's monthly invoices submitted for
26 services provided during the preceding month, within forty-five (45) days after receipt and verification of
27 CONTRACTOR's monthly invoices by COUNTY's DBH, Contracts Division – SUD Services.

28 2) CONTRACTOR must accept, as payment in full, the amounts paid by

1 County. CONTRACTOR may not demand any additional payment from DHCS, client, or other third
2 party payers.

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

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

14 E. PUBLIC INFORMATION – CONTRACTOR shall disclose its funding source in all
15 public information; however, this requirement of disclosure of funding source shall not be required in
16 spot radio or television advertising.

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

21 G. POLITICAL ACTIVITY – CONTRACTOR shall not directly or indirectly use any of
22 the funds under this Agreement for any political activity or to further the election or defeat of any
23 candidate for public office.

24 H. FUNDING SOURCES – It shall be the obligation of CONTRACTOR to determine
25 and claim all revenue possible from private pay sources and third party payers. COUNTY will only
26 reimburse CONTRACTOR for services rendered that are not covered by other revenue sources.

27 CONTRACTOR shall not use any funds under this Agreement to the extent that a
28 participant is eligible for other revenue reimbursement for services rendered.

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

8 **6. INVOICING**

9 A. CONTRACTOR shall invoice COUNTY by the twentieth (20th) of each month for
10 actual services rendered in the previous month in accordance with the established rates in Exhibit G and
11 the reimbursement schedule in Exhibit B, Scope of Work. Invoices shall be submitted via e-mail to the
12 assigned staff analyst and to SAS@co.fresno.ca.us.

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 that
15 is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR 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 COUNTY'S DBH
18 Director's or her designee's satisfaction, COUNTY'S DBH, Director or her designee may elect to terminate
19 this Agreement, pursuant to the termination provisions stated in Section Four (4), TERMINATION of this
20 Agreement. In addition, CONTRACTOR shall submit all invoices to COUNTY's DBH Director or her
21 designee for services provided within ninety (90) days after each twelve (12) month period expires or this
22 Agreement is terminated. If invoices are not submitted within ninety (90) days after each twelve (12)
23 month period expires or this Agreement is terminated, COUNTY's DBH Director or her designee shall
24 have the right to deny payment on such invoices.

25 B. In addition to billing, CONTRACTOR shall submit on a monthly basis, an
26 Operational Expense Review, along with a general ledger, payroll register and supporting
27 documentation for any line items CONTRACTOR's assigned Analyst selects, per modality, by the
28 twenty-fifth (25th) of each month. For the purposes of verifying costs are allowable and equitable,

1 CONTRACTOR shall submit any additional documentation as deemed necessary by DBH.

2 **C.** COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day of
3 the month for the prior month's hosting fee for access to COUNTY's electronic information system in
4 accordance with the fee schedule set forth in Exhibit H, "Electronic Health Records Software Charges,"
5 attached hereto and incorporated herein by this reference and made part of this Agreement. COUNTY
6 shall invoice CONTRACTOR(S) annually for the annual maintenance and licensing fee for access to
7 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit F.
8 CONTRACTOR shall provide payment for these expenditures to COUNTY's Department of Behavioral
9 Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business Office, within
10 forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by COUNTY.

11 **7. LICENSING-CERTIFICATES**

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

20 **8. PROHIBITION ON PUBLICITY**

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

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1 **9. NO THIRD PARTY BENEFICIARIES**

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

6 **10. INDEPENDENT CONTRACTOR**

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

15 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
16 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
17 thereof.

18 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
19 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
20 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
21 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
22 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
23 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
24 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.**11.**

25 **11. NON-ASSIGNMENT / SUBCONTRACTS**

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

28 CONTRACTOR shall be required to assume full responsibility for all services and activities

1 covered by this Agreement, whether or not CONTRACTOR is providing services directly. Further,
2 CONTRACTOR shall be the sole point of contact with regard to contractual matters, including payment of
3 any and all charges resulting from this Agreement.

4 If CONTRACTOR should propose to subcontract with one or more third parties to carry out
5 a portion of services covered by this Agreement, any such subcontract shall be in writing and approved as
6 to form and content by COUNTY's DBH Director or her designee prior to execution and implementation.
7 COUNTY's DBH Director or her designee shall have the right to reject any such proposed subcontract.
8 Any such subcontract together with all activities by or caused by CONTRACTOR shall not require
9 compensation greater than the total budget contained herein. An executed copy of any such subcontract
10 shall be received by COUNTY before any implementation and shall be retained by COUNTY.
11 CONTRACTOR shall be responsible to COUNTY for the proper performance of any subcontract. Any
12 subcontractor shall be subject to the same terms and conditions that CONTRACTOR is subject to under
13 this Agreement.

14 It is expressly recognized that CONTRACTOR cannot engage in the practice of physical
15 health medicine. If any medical services outside of the scope of the CONTRACTOR's medical director are
16 provided in connection with the services under this Agreement, such medical services shall be performed
17 by an independent contract physician. In this instance, the requirements of the Confidential Medical
18 Information Act (Civil Code 56 et seq.) shall be met.

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

23 **12. CONFLICT OF INTEREST**

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

1 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

2 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
3 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes
4 its status to operate as a corporation.

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or performing services
7 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
8 is a party and in which one or more of its directors has a material financial interest. Members of the
9 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
10 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit I and incorporated
11 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
12 transaction or immediately thereafter.

13 **14. ASSURANCES**

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

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

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

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

19 2) Notwithstanding the above, COUNTY at its discretion may terminate this
20 Agreement in accordance with Section Four (4) TERMINATION of this Agreement, or require adequate
21 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
22 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services
23 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
24 determined by COUNTY to protect the interests of COUNTY beneficiaries.

25 C. CONTRACTOR shall verify (by asking the applicable employees and
26 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to
27 perform professional services under this Agreement (1) are not currently excluded, suspended, debarred,
28 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a

1 criminal offense related to the provision of health care items or services; and (3) have not been reinstated
2 to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or
3 ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is
4 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs,
5 or has been convicted of a criminal offense relating to the provision of health care services,
6 CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect,
7 relating to services provided to COUNTY.

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

13 2) Notwithstanding the above, COUNTY at its discretion may terminate this
14 Agreement in accordance with the Section Four (4) TERMINATION of this Agreement, or require
15 adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible
16 employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to
17 services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time
18 frame to be determined by COUNTY to protect the interests of COUNTY beneficiaries.

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

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

25 **15. MODIFICATION**

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

28 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to

1 accommodate changes in State and Federal Law relating to SUD treatment may be made with the signed
2 written approval of COUNTY's DBH Director or her designee and respective CONTRACTOR(S) through an
3 amendment approved by County Counsel and Auditor.

4 **16. INSURANCE**

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

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million
11 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
12 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One
17 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
18 include any auto used in connection with this Agreement.

19 C. Professional Liability

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

23 D. Worker's Compensation

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

26 E. Molestation

27 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be

1 issued on a per occurrence basis.

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

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
10 employees any amounts paid by the policy of worker's compensation insurance required by this
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
13 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the assigned analyst at the County of Fresno, Department of
17 Behavioral Health, Contracts Division – SUD Services at 3133 N Millbrook Avenue, Fresno, California,
18 93703, stating that such insurance coverages have been obtained and are in full force; that the County of
19 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for
20 such worker's compensation insurance the CONTRACTOR has waived its right to recover from the
21 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver
22 does not invalidate the insurance policy; that such Commercial General Liability insurance names the
23 County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but
24 only insofar as the operations under this Agreement are concerned; that such coverage for additional
25 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
26 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
27 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
28 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

7 **17. HOLD HARMLESS**

8 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
9 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
10 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
11 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
12 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
13 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
14 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
15 agents, or employees under this Agreement.

16 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California audit
17 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

18 **18. SINGLE AUDIT**

19 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or
20 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in
21 accordance with the requirements of the Single Audit Standards as set forth in 2 Code of Federal
22 Regulations (CFR) Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY.
23 The audit must include a statement of findings or a statement that there were no findings. If there were
24 negative findings, CONTRACTOR must include a corrective action plan signed by an authorized
25 individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness
26 found as a result of such audit. Such audit shall be delivered to COUNTY's Department of Behavioral
27 Health, Business Office for review within nine (9) months of the end of any fiscal year in which funds were
28 expended and/or received for the program. Failure to perform the requisite audit functions as required by

1 this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
2 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to
3 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole
4 responsibility of CONTRACTOR.

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

18 C. CONTRACTOR shall make available all records and accounts for inspection by
19 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
20 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a minimum of
21 ten (10) years, in accordance with 42 CFR Part 438.3(h), from the finalized cost settlement process or, if an
22 audit by the Federal government or DHCS has been started before the expiration of the ten (10) year
23 period, records shall be maintained until completion of the audit and final resolution of all findings.

24 **19. AUDITS AND INSPECTIONS**

25 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
26 may deem necessary, make available to the COUNTY for examination all of its records and data with
27 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
28 COUNTY, permit the COUNTY to audit and inspect all of electronic or print books and records as well as

1 inspection of the premises, physical facilities and equipment where Medicaid-related activities are
2 conducted to ensure CONTRACTOR'S compliance with the terms of this Agreement.

3 The refusal of CONTRACTOR to permit access to, and inspection of, electronic or print
4 books and records, physical facilities, and/or refusal to permit interviews with employees, as described in
5 this part, constitutes an express and immediate material breach of this Agreement and will be sufficient
6 basis to terminate the Agreement for cause or default.

7 The right to audit under this section exists for ten (10) years from the final date of the
8 agreement period or from the date of completion of any audit, whichever is later.

9 Notwithstanding the provisions stated in Section Three (3), TERM, of this Agreement, it is
10 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit
11 procedures and requirements as stated in this Agreement have been completed to the review and
12 satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit
13 and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures
14 disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest and
15 penalties.

16 If CONTRACTOR, through an audit by the STATE or COUNTY, is found to be in violation of
17 this contract which results in the recoupment of funds paid to CONTRACTOR, COUNTY may, upon mutual
18 consent between CONTRACTOR and COUNTY, enter into a repayment agreement with the
19 CONTRACTOR, with total monthly payments not to exceed twelve (12) months from the date of the
20 repayment agreement, to recover the amount of funds to be recouped. The monthly repayment amounts
21 shall be netted against the CONTRACTOR's monthly billing for services rendered during the month.
22 COUNTY reserves the right to forgo a repayment agreement and recoup all funds immediately.

23 **20. EVALUATION – MONITORING**

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

28 COUNTY's DBH Director, or her designee, and DHCS or their designees shall monitor and

1 evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible
2 degree the success or failure of the services provided under this Agreement. At the discretion of the
3 COUNTY, a subcontractor may be obtained by the COUNTY to independently evaluate and monitor the
4 performance of the CONTRACTOR. CONTRACTOR shall participate in the evaluation of the program as
5 needed, at the discretion of COUNTY.

6 COUNTY shall recapture from CONTRACTOR the value of any services or other
7 expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the
8 discretion of the COUNTY, CONTRACTOR shall enter into a repayment agreement with the COUNTY, with
9 total monthly payments not to exceed twelve (12) months from the date of the repayment agreement, to
10 recover the amount of funds to be recouped. The monthly repayment amounts shall be netted against the
11 CONTRACTOR's monthly billing for services rendered during the month. COUNTY reserves the right to
12 forgo a repayment agreement and recoup all funds immediately.

13 **21. REPORTS—SUBSTANCE USE DISORDER SERVICES**

14 CONTRACTOR(S) shall submit all information and data required by State, including, but
15 not limited to the following:

16 A. Americans with Disabilities (ADA) – Annually, upon request by DBH,
17 CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by DBH for
18 each service location and modality and shall submit an ADA Accessibility Certification and Self-
19 Assessment, including an Implementation Plan, for each service location; and

20 B. Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon request
21 by DBH, CONTRACTOR(S) shall complete an agency CLAS survey in a format determined by DBH and
22 shall submit a CLAS Self-Assessment, including an Implementation Plan; and

23 C. Risk Assessment – Annually, upon request by DBH, CONTRACTOR shall submit
24 a Risk Assessment on a form and in a format to be provided by DBH. The Assessment must be
25 submitted to the COUNTY in hard copy as well as electronically by the due date set by COUNTY; and

26 D. Outcome Reports – CONTRACTOR shall submit outcomes reports as requested.
27 Outcomes reports and requirements are subject to change at COUNTY's discretion; and
28

1 E. Cost Reports – On an annual basis for each fiscal year ending June 30th
2 CONTRACTOR(S) shall submit a complete and accurate detailed cost report(s). Cost reports must be
3 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
4 date. Submittal must also include any requested support documents such as general ledgers and
5 detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated both within programs,
6 if provider has multiple funding sources (e.g. DMC and SAPT), and between programs, if
7 CONTRACTOR provides multiple SUD modalities (e.g. residential, detox, sober living, outpatient, etc.).
8 Provider shall maintain general ledgers that reflect the original transaction amounts where each entry in
9 their accounting records represents one-hundred percent (100%) of the total transaction cost and can
10 be supported with the original source documentation (i.e. receipts, bills, invoices, payroll registers, etc.).
11 Bank statements reflecting purchases are not original source documents and will not be accepted as
12 such. All costs found to not be supported by original source documentation will be disallowed. Total
13 unallowable costs shall be allocated their percentage share of the indirect Costs along with the
14 Contractor's direct costs. All reports submitted by CONTRACTOR(S) to COUNTY must be typewritten.
15 COUNTY will issue instructions for completion and submittal of the annual cost report, including the
16 relevant cost report template(s) and due dates within forty-five (45) days of each fiscal year end. All cost
17 reports must be prepared in accordance with Generally Accepted Accounting Principles. Unallowable
18 costs such as those denoted in 2 CFR 200 Subpart E, [Cost Principles](#), 41 U.S.C. [4304](#), and the Center
19 for Medicare and Medicaid Studies (CMS) Provider Reimbursement Manual ([PRM](#)) 15-1, must not be
20 included as an allowable cost on the cost report and all invoices. Unallowable costs must be kept in the
21 provider's General Ledger in accounts entitled Unallowable followed by name of the account (e.g.
22 Unallowable – Food) or in some other appropriate form of segregation in the provider's accounting
23 records. For further information on unallowable costs refer to regulations provided above. If the
24 CONTRACTOR(S) does not submit the cost report by the due date, including any extension period
25 granted by the COUNTY, the COUNTY may withhold payment of pending invoices until the cost
26 report(s) has been submitted and clears COUNTY desk audit for completeness and accuracy. Once the
27 cost reports have been approved by the County, originally-executed signed certification pages attesting
28 to the accuracy of the information contained in cost reports shall be submitted to the County.

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

8 2) OTHER FUNDING SOURCES – CONTRACTOR(S) will be required to
9 submit a cost report on a form approved and provided by the COUNTY to reflect actual costs and
10 reimbursement for services provided through funding sources other than DMC. Contracts that include a
11 negotiated rate per unit of service will be reimbursed for actual costs incurred (the sum of both direct
12 costs as defined in 2 CFR 200.413, and allocated indirect costs as defined in 2 CFR 200.414) not to
13 exceed the contract maximum. If the cost report indicates an amount due to COUNTY,
14 CONTRACTOR(S) shall submit payment with the report. If an amount is due to CONTRACTOR(S)
15 COUNTY shall reimburse CONTRACTOR within forty-five (45) days of receiving and accepting the year-
16 end cost report.

17 3) MULTIPLE FUNDING SOURCES – CONTRACTOR(S) with multiple
18 agreements for the same services (e.g. Outpatient, Residential) provided at the same location where at
19 least one of the Agreements is funded through DMC and the other funding is other federal or county
20 realignment funding will be required to complete DMC cost reports and COUNTY approved cost reports.
21 Such Agreements will be settled for actual allowable costs in accordance with Medicaid reimbursement
22 requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's
23 Medicaid Plan. If an amount is due to CONTRACTOR(S) COUNTY shall reimburse CONTRACTOR
24 within forty-five (45) days of receiving and accepting the year-end cost report.

25 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR(S)
26 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
27 settlement findings. DHCS audit process is approximately eighteen (18) to thirty-six (36) months
28 following the close of the State fiscal year. COUNTY may choose to appeal DHCS settlement results

1 and therefore reserves the right to defer payback settlement with CONTRACTOR(S) until resolution of
2 the appeal.

3 CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and
4 information as COUNTY may request pertaining to matters covered by this Agreement. All reports
5 submitted to the COUNTY must be typewritten.

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

11 **22. PROPERTY OF COUNTY**

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

24 B. The purchase of any equipment by CONTRACTOR with funds provided
25 hereunder shall require the prior written approval of COUNTY's DBH Director or her designee, shall
26 fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's
27 services or activity under the terms of this Agreement. COUNTY's DBH Director or her designee may
28 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by

1 CONTRACTOR, if prior written approval has not been obtained from COUNTY.

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

4 **23. RECORDS**

5 A. RECORD ESTABLISHMENT AND MAINTENANCE –CONTRACTOR shall
6 establish and maintain records in accordance with State and Federal rules and regulations in addition to
7 those requirements prescribed by COUNTY with respect to all matters covered by this Agreement.
8 Except as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period
9 of ten (10) years from the finalized cost settlement process, or from the date of completion of any audit,
10 whichever is later.

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

15 C. REPORTS – CONTRACTOR shall submit to COUNTY monthly fiscal and all
16 program reports as further described in Section Twenty-Three (23) REPORTS – Substance Use
17 Disorder Services. CONTRACTOR shall submit a complete and accurate year-end cost report for each
18 fiscal year affected by this Agreement, following the end of each fiscal year affected by this Agreement.
19 CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and information
20 as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by
21 CONTRACTOR to COUNTY must be typewritten.

22 D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR 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. CLIENT CONFIDENTIALITY – CONTRACTOR shall conform to and COUNTY
26 shall monitor compliance with all State and Federal statutes and regulations regarding confidentiality,
27 including but not limited to confidentiality of information requirements of 42 CFR § 2.1 et seq., Welfare
28 and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil

1 Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

2 **24. DATA SECURITY**

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

9 A. **CONTRACTOR-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES**

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

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

17 B. **CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS**

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

24 C. **COUNTY-OWNED COMPUTER EQUIPMENT**

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

28 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on

1 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

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

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

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

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

18 **25. EHR CERTIFICATION**

19 CONTRACTOR shall obtain certification from the Certification Commission for Healthcare
20 Information Technology (CCHIT) for Security Access Control, Audit, and Authentication if using a non-
21 Avatar electronic health record (EHR) and shall provide a copy of the certification to COUNTY. Additionally,
22 CONTRACTOR shall recertify their EHR annually and provide a copy of the recertification to COUNTY.
23 CONTRACTOR shall ensure all employees who use an EHR other than Avatar sign an Electronic
24 Signature Agreement (See example, Exhibit K) and maintain a copy in the employee's personnel file.

25 **26. COMPLIANCE WITH LAWS, POLICIES AND RULES**

26 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles
27 9 and 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations waived
28 by the Centers for Medicare and Medicaid Services and DHCS, as stated within the DMC-Organized

1 Delivery Service Special Terms and Conditions and the Intergovernmental Agreement. CONTRACTOR
2 shall comply with any other Federal and State laws or guidelines applicable to CONTRACTOR's
3 performance under this Agreement or any local ordinances, regulations, or policies applicable. Such
4 provisions include, but are not restricted to:

5 A. CONTRACTOR shall ensure that each beneficiary's ability to pay for services is
6 determined by the use of the method approved by COUNTY.

7 B. CONTRACTOR shall establish and use COUNTY's approved method of
8 determining and collecting fees from beneficiaries.

9 C. CONTRACTOR shall furnish beneficiary records in accordance with the applicable
10 Federal, State and local regulations and requirements, including in such records a treatment plan for each
11 beneficiary, and evidence of each service rendered.

12 D. CONTRACTOR shall submit accurate, complete and timely claims and cost reports,
13 reporting only allowable costs.

14 E. CONTRACTOR shall comply with statistical reporting and program evaluation
15 systems as provided in State of California regulations and in this Agreement.

16 F. CONTRACTOR shall comply with requirements contained in the Intergovernmental
17 Agreement with DHCS by this reference incorporated herein, until such time that a new Intergovernmental
18 Agreement is established. Upon amendment of the Intergovernmental Agreement, the terms of the
19 amended Contract shall automatically be incorporated into this Agreement.

20 G. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance
21 and Appeals as described in the Provider Manual, attached hereto and by this reference incorporated.

22 H. CONTRACTOR shall file an incident report for all incidents involving beneficiaries,
23 following the Protocol for Completion of Incident Report described in the Provider Manual, attached hereto
24 and by this reference incorporated.

25 I. In the event any law, regulation, or policy referred to in this Agreement is amended
26 during the term thereof, the parties hereto agree to comply with the amended provision as of the effective
27 date of such amendment. Exhibits will be updated as needed and no formal amendment of this contract is
28 required for new rules to apply.

1 **27. NON-DISCRIMINATION PROVISION**

2 ELIGIBILITY FOR SERVICES – CONTRACTOR shall prepare, prominently post in its
3 facility, and make available to the DBH Director or her designee and to the public all eligibility
4 requirements to participate in the program funded under this Agreement. CONTRACTOR shall not
5 unlawfully discriminate in the provision of services because of race, religious creed, color, national
6 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran
8 status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights
9 Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC § 1681); Rehabilitation Act of
10 1973 (29 USC § 794); Education Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act
11 of 1990 (42 USC § 12132); 45 CFR, Part 84; provisions of the Fair Employment and Housing Act
12 (California Government Code § 12900); and regulations promulgated thereunder (CCR Title 2, §
13 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code commencing with section
14 11135; and CCR Title 9, Division 4, Chapter 6 commencing with section 10800.

15 A. EQUAL OPPORTUNITY – CONTRACTOR shall comply with California Government
16 Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the development,
17 implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall not discriminate
18 against any employee or applicant for employment because race, religious creed, color, national origin,
19 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
20 gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. Such
21 practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion,
22 transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of
23 employment. CONTRACTOR agrees to post in conspicuous places, notices available to all employees and
24 applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC § 2000(e)) in
25 conformance with Federal Executive Order No. 11246. CONTRACTOR agrees to comply with the
26 provisions of the Rehabilitation Act of 1973 (29 USC § 794).

27 B. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs,
28 DBH may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to the

1 satisfaction of DBH that funds provided under this Agreement were not used in connection with the alleged
2 discrimination.

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

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

13 **28. COMPLIANCE**

14 CONTRACTOR(S) shall comply with all requirements of the “Fresno County Behavioral
15 Health Compliance Program Contractor Code of Conduct and Ethics” as set forth in Exhibit L. Within
16 thirty (30) days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of
17 CONTRACTOR(S) employees, agents and subcontractors providing services under this Agreement
18 certify in writing, that they have received, read, understood, and shall abide by the requirements set
19 forth in Exhibit L. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new employees,
20 agents and subcontractors providing services under this Agreement certify in writing that they have
21 received, read, understood, and shall abide by the requirements set forth in Exhibit L.

22 CONTRACTOR(S) understands that the promotion of and adherence to such requirements is an
23 element in evaluating the performance of CONTRACTOR(S) and its employees, agents and
24 subcontractors.

25 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
26 employees, agents and subcontractors providing services under this Agreement shall complete general
27 compliance training and appropriate employees, agents and subcontractors shall complete
28 documentation and billing or billing/reimbursement training. All new employees, agents and

1 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is
2 required to attend training shall certify in writing that he or she has received the required training. The
3 certification shall specify the type of training received and the date received. The certification shall be
4 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Room 171, Fresno, CA 93703.
5 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
6 COUNTY by the Federal Government as a result of CONTRACTOR(S) violation of the terms of this
7 Agreement.

8 **29. COMPLAINTS**

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

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

20 **30. CULTURAL COMPETENCY**

21 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

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

28 B. CONTRACTOR agrees to comply with policies and procedures for ensuring access

1 and appropriate use of trained interpreters and material translation services for all LEP beneficiaries,
2 including, but not limited to, assessing the cultural and linguistic needs of its beneficiaries, training of staff
3 on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's
4 procedures must include ensuring compliance of any sub-contracted providers with these requirements.

5 C. CONTRACTOR agrees that minors shall not be used as interpreters.

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

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

25 F. CONTRACTOR shall complete and submit county-issued CLAS self-assessment
26 annually. CONTRACTOR shall update CLAS plan as necessary.

27 **31. CLEAN AIR AND WATER**

28 In the event funding under this Agreement exceeds one hundred thousand dollars

1 (\$100,000.00), the CONTRACTOR must comply with all applicable standards, orders, or requirements
2 issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33
3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part
4 32).

5 **32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6 COUNTY and CONTRACTOR each consider and represent themselves as covered
7 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
8 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

9 COUNTY and CONTRACTOR acknowledge that the exchange of protected health
10 information between them is only for treatment, payment, and health care operations.

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

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

20 Additionally, CONTRACTOR shall comply with the HIPAA requirements state in Exhibit F,
21 "SAPT Specific Requirements."

22 **33. CHILD ABUSE REPORTING**

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

1 11166. The statement to be utilized by CONTRACTOR for reporting is set forth in Exhibit N, "Notice of
2 Child Abuse Reporting," attached hereto and by this reference incorporated herein.

3 **34. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

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

7 **35. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
8 **INFORMATION**

9 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
10 managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

11 In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the
12 following information must be disclosed by CONTRACTOR by completing Exhibit O "Disclosure of
13 Ownership and Control Interest Statement," attached hereto and by this reference incorporated herein.
14 CONTRACTOR shall submit this form to the Department of Behavioral Health within thirty (30) days of
15 the effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via
16 email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

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

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

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

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

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

26 C. Whether the person(s) with an ownership or controlling interest of the disclosing
27 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling
28

1 or child. Including whether the person(s) with ownership or controlling interest of the disclosing entity is
2 related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more
3 interest in any of its subcontractors.

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

6 E. The ownership of any subcontractor with whom CONTRACTOR has had business
7 transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month period
8 ending on the date of the request; and

9 F. Any significant business transactions between CONTRACTOR and any wholly
10 owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period
11 ending on the date of the request.

12 G. Any person(s) with an ownership or control interest in CONTRACTOR, or agent or
13 managing employee of CONTRACTOR; and

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

17 H. The ownership of any subcontractor with whom CONTRACTOR has had
18 business transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month
19 period ending on the date of the request; and

20 I. Any significant business transactions between CONTRACTOR and any wholly
21 owned supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period
22 ending on the date of the request.

23 **36. CHANGE OF LEADERSHIP/MANAGEMENT**

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

28 In the event of any change in the status of CONTRACTOR's leadership or management,

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

6 **37. NOTICES**

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

9	<u>COUNTY</u>	<u>CONTRACTOR</u>
10	Director, Fresno County	See Exhibit A
11	Department of Behavioral Health	
12	4441 East Kings Canyon	
13	Fresno, CA 93702	

14 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
15 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
17 personal service is effective upon service to the recipient. A notice delivered by first-class United States
18 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
19 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
20 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
21 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
22 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
23 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
24 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
25 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
26 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
27 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
28 beginning with section 810).

29 **38. SEPARATE AGREEMENT**

It is mutually understood by the parties that this Agreement does not, in any way, create

1 a joint venture among CONTRACTOR(S). By execution of this Agreement, CONTRACTOR(S)
2 understands that a separate Agreement is formed between each individual CONTRACTOR and
3 COUNTY.

4 **39. GOVERNING LAW**

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

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

9 **40. SUPERSEDE**

10 Effective January 1, 2019, this Agreement shall supersede in its entirety and render null
11 and void the Agreement between the parties for these same services identified in Sober Living Master
12 15-300, and any amendments thereto.

13 **41. SEVERABILITY**

14 The provisions of this Agreement are severable. The invalidity or unenforceability of any
15 one provision in the Agreement shall not affect the other provisions.

16 **42. ENTIRE AGREEMENT**

17 This Agreement, including all Exhibits, COUNTY's Sober Living RFA dated February 18,
18 2015 and CONTRACTOR's responses thereto, constitutes the entire agreement between the
19 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
20 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
21 understanding of any nature whatsoever unless expressly included in this Agreement.

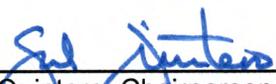
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

COUNTY OF FRESNO

5
6 SEE EXHIBIT A



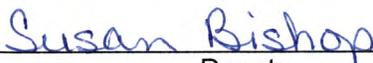
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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10 ATTEST:

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

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17 FOR ACCOUNTING USE
18 ONLY:

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20 ORG No.: 56302081
Account No.: 7295/0
21 Fund/Subclass: 0001/10000

By: 

Deputy

1 Provider: **COMPREHENSIVE ADDICTION PROGRAM, INC.**

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By Becky Prettyman

Print Name: Becky Prettyman

Title: Vice President
Chairman of the Board, President, or Vice President

Date: 11-19-18

By Jeff Ward

Print Name: Jeff Ward

Title: C.F.O. / Treasurer
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 11-20-18

1 Provider: **WESTCARE CALIFORNIA, INC.,**
2 a CA 501c3 not-for-profit
corporation

3 By Shawn L. Jenkins
4

5 Print Name: Shawn Jenkins
6

7 Title: Sr. Vice President
8 Chairman of the Board, President, or Vice President

9 Date: 11/19/18
10

11 Attesting to authority to execute the
12 agreement pursuant to WCCA 2018-03

13 By J. Hanna WCCA

14 Print Name: J. HANNA
15

16 Title: Corporate Secretary
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 11/21/2018
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Recovery Residence Services Vender List

Provider	Annual Contract Maximum FY 18-19	Annual Contract Maximum FY 19-20
Comprehensive Addiction Programs. Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, CA 93706 (559) 264-5096	\$55,000.00	\$110,000.00
WestCare of California, Inc. Remit to: PO Box 12107 Fresno, CA 93776 (559) 255-8838	\$80,000.00	\$160,000.00

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
RECOVERY RESIDENCE
SCOPE OF WORK
ALCOHOL AND DRUG-FREE HOUSING

INTRODUCTION

The County of Fresno, Department of Behavioral Health (DBH) makes Recovery Residence (RR) available to adult males and females who are concurrently enrolled in a County-contracted Outpatient Alcohol and/or Other Drug (AOD) Treatment program through community-based facilities. Contracted RR providers shall offer quality alcohol and drug-free housing in accordance with this scope of work and the DBH Guidelines for Recovery Residences/Transitional Housing. RR's are a supportive service to the substance use disorder (SUD) treatment continuum; therefore, providers that offer RR must be flexible with partnering and coordinating with treatment providers and other services which are part of the SUD treatment continuum.

RR providers must maintain certification with a state affiliate of NARR and meet or exceed Level One (1) NARR standards as described in Exhibit C of this Agreement.

The term "recovery residences" (RR) shall be deemed synonymous with sober living environment (SLE) and transitional housing (TH) for the purposes of this scope of work.

TARGET POPULATION

The target population includes adult male and female residents of Fresno County that are concurrently enrolled in a County-contracted Outpatient Drug Free Treatment program and/or medically necessary Recovery Services.

SERVICE EXPECTATIONS

Provider must conform with all state and local laws, be a non - profit agency, and adhere to the Fresno County DBH Guidelines for Recovery Residences/Transitional Housing. The RR provider must be affiliated with a licensed residential treatment program contracted with DBH and operating in Fresno County.

Recovery Residence services must be in conformity and compliance with: (1) all local zoning and occupancy ordinances; (2) the County Master Agreement, which includes County policies and procedures; (3) 2 CFR part 225 "*Cost Principles for State, Local and Indian Tribal;*" *Governments;*" (4) 2 CFR Part 230 "*Cost Principles/or Non-Profit Organizations* and (5) Cultural and Linguistically Appropriate Services (CLAS) standards.

Providers must maintain a current fire clearance to operate a Recovery Residence and comply with all occupancy ordinances and procedures.

The RR provider must maintain a complete daily census of all residents and all statistical information required by Fresno County DBH, including but not limited to: (1) date participant entered the RR; (2) date outpatient treatment program and/or recovery services were completed; (3) date of County-approved RR extension(s); and (4) date of resident exit from RR. Refer to the

Fresno County DBH Guidelines for Recovery Residences/Transitional Housing for additional documentation and reporting requirements. Provider must submit the census monthly with the RR invoice. In addition, the program must maintain complete records of services and provide all data necessary for reporting to the State of California, referral sources and the County, including wait list information.

LENGTH OF TREATMENT/REIMBURSEMENT

RR facilities shall provide alcohol and drug-free support for the maintenance of a clean and sober lifestyle. Fresno County recognizes that individuals residing in RR facilities need adequate time to re-establish their lives in recovery but are expected to be actively engaged in becoming self-sufficient. To allow for adequate recovery time and to encourage the resident's autonomy, the County of Fresno will implement a systematic reduction of reimbursement for RR services. The minimum length of stay in a recovery residence shall be one (1) day and the maximum length shall not exceed 365 days. The County of Fresno will reimburse costs of RR services according to the following schedule:

From Day	Through Day	County Reimbursement	Resident's Share of Cost
1	180	100%	0%
181	210	75%	25%
211*	365	50%	50%
Treatment Completion**	365	25%	75%

*Residents who have **prior DBH approval** for a 30-day extension beyond 210 days, and **continue to be engaged in treatment**, are responsible to pay 50% of the rate. The County will reimburse costs at 50% of the rate for day 211 through the approved extension period(s), not to exceed 365 days. To qualify for continued reimbursement, provider must request extensions, in 30-day increments, one (1) week prior to the expiration of the initial 210 days and no less than one (1) week prior to the end of each 30-day extension period.

With **prior DBH approval, residents who successfully complete their outpatient treatment episode can obtain additional extensions, in 30-day increments, at the 50% County reimbursement rate, not to exceed a total of 365 days from the original admission date if the program meets the following requirements:

- An extension request must be approved by County no less than one (1) week prior to Outpatient treatment completion; and
- The individual in a recovery residence must have a successful completion for the Outpatient treatment program, as defined by ADP Bulletin 10-04, *"Criteria for Discharging Treatment Clients using the CalOMS-Tx Completion Discharge Statuses"*, as Code 1 or Code 2.

Residents without an approved extension will be eligible for County reimbursement for no more than one (1) day after the participant's completion of their outpatient treatment episode.

Residents who exit the treatment without successful completion must pay 100% of the daily rate.

Residents who remain in the facility beyond the County-funded period must pay 100% of the daily rate.

The provider shall submit the request for extension to the assigned DBH Contracts Division - SUD Analyst via email at: SAS@co.fresno.ca.us.

		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	<ul style="list-style-type: none"> • Democratically run • Manual or P&P 	<ul style="list-style-type: none"> • House manager or senior resident • Policy and Procedures 	<ul style="list-style-type: none"> • Organizational hierarchy • Administrative oversight for service providers • Policy and Procedures • Licensing varies from state to state 	<ul style="list-style-type: none"> • Overseen organizational hierarchy • Clinical and administrative supervision • Policy and Procedures • Licensing varies from state to state
	SERVICES	<ul style="list-style-type: none"> • Drug Screening • House meetings • Self help meetings encouraged 	<ul style="list-style-type: none"> • House rules provide structure • Peer run groups • Drug Screening • House meetings • Involvement in self help and/or treatment services 	<ul style="list-style-type: none"> • Life skill development emphasis • Clinical services utilized in outside community • Service hours provided in house 	<ul style="list-style-type: none"> • Clinical services and programming are provided in house • Life skill development
	RESIDENCE	<ul style="list-style-type: none"> • Generally single family residences 	<ul style="list-style-type: none"> • Primarily single family residences • Possibly apartments or other dwelling types 	<ul style="list-style-type: none"> • Varies – all types of residential settings 	<ul style="list-style-type: none"> • All types – often a step down phase within care continuum of a treatment center • May be a more institutional in environment
	STAFF	<ul style="list-style-type: none"> • No paid positions within the residence • Perhaps an overseeing officer 	<ul style="list-style-type: none"> • At least 1 compensated position 	<ul style="list-style-type: none"> • Facility manager • Certified staff or case managers 	<ul style="list-style-type: none"> • Credentialed staff

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH GUIDELINES FOR RECOVERY RESIDENCES/TRANSITIONAL HOUSING

Fresno County Department of Behavioral Health has established the following guidelines to ensure quality/safe/clean/effective transitional housing for individuals actively engaged in outpatient substance use disorder treatment. The term “recovery residences” (RR) shall be deemed synonymous with sober living environment (SLE) and transitional housing (TH) for the purposes of these guidelines. The following guidelines will refer to these residences as “Facility” throughout.

RR/TH POLICIES AND PROCEDURES

Each facility shall have a current Policies and Procedures Manual that sets forth the rules, regulations, expectations, governance and grievance procedures. All facility residents shall be familiar with the policies and procedures contained in the manual and must sign an agreement to abide by them while a resident of the facility. At a minimum, a Facility Policies and Procedures Manual shall contain the following sections:

- A. Standards of Operation:** The Facility shall provide 24-hour safe housing, free from alcohol and other drugs which, at a minimum, shall include the following components:
1. Residents shall be required to attend regularly scheduled facility meetings with house managers, and/or operators at least weekly. These meetings must be in a group setting and should be mandatory. Sign-in sheets should be used to document attendance;
 2. Residents shall engage in regular household activities such as cooking, laundry, housecleaning, and yard work;
 3. Residents shall be required to maintain their designated areas in a clean and orderly manner;
 4. A "common area" with adequate space for all current residents to assemble for social and/or other group activities;
 5. Adequate personal space for each resident to be provided dignity, respect and appropriate privacy at all times. The Uniform Housing Code (the "UHC") establishes occupancy limits – the number of people who may live in a house of a certain size – and in almost all circumstances municipalities may not adopt more restrictive limits. The UHC provides that at least one room in a dwelling unit must have 120 square feet. Other rooms must have at least 70 square feet (except kitchens). If more than two persons are using a room for sleeping purposes, there must be an additional 50 square feet for each additional person;
 6. Operators and house managers shall take appropriate measures to ensure that the personal property of each resident is secure;
 7. The Facility shall establish and maintain a culture and environment that is welcoming and understanding to those they serve;
 8. All residents shall have access to: kitchen, refrigerator, stove, dining room, laundry facilities, restrooms, and showers to ensure basic needs are met;
 9. A written description of the procedural processes regarding chores, assignment of roommates, and primary facility rules shall be posted in a space that is accessible to all residents;
 10. The Facility shall be a non-smoking environment. This includes the use of cigarettes, e-cigarettes, cigars, and pipes. If the operator’s policy is to allow smoking on the property, a

smoking area must be designated clearly in an outdoor space where smoke will not affect Facility residents or neighbors and complies with all local smoking rules/ordinances. Any and all litter generated in a designated smoking area must be cleaned up daily;

11. Operator shall afford residents opportunities to engage in daily recreational, cultural, physical, and spiritual activities, either as an individual or with a group;
12. Residents MUST be engaged in employment, treatment, education, volunteer work, active job search (for a defined period), or other approved daily activities conducive to the recovery process;
13. Operators/house managers are responsible for ensuring neighborhood parking complies with town/city ordinances and is NOT intrusive to neighbors.

B. Admission and Discharge

1. Facility shall have a written admission procedure;
2. Prospective residents shall be interviewed and assessed by the Operator/House Manager to determine whether he or she is an appropriate fit for the living environment;
3. If the prospective resident is referred from another source, the interviewer must contact that source as a means of gathering information about the suitability of the prospective resident and Releases of Information (HIPAA, 42-CFR) must be requested for this purpose, as applicable. Referral sources can include, but are not limited to, substance use disorder treatment programs, criminal justice system (probation/parole) and Fresno County treatment access points. As part of the admission process, individuals seeking to enter RR/TH must agree to sign a Release of Information (ROI) with their SUD treatment program and probation/parole as applicable, prior to entering RR/TH. The ROI will allow designated RR/TH staff to verify required attendance in outpatient SUD treatment and inquire about drug testing results.
4. Prospective residents must disclose all prescription medications and have a minimum of a 7-day supply on hand prior to moving into the Facility. Prospective residents CANNOT be denied services based on prescribed medications;
5. Copies of all policies, procedures, facility rules and expectations shall be presented to the prospective resident during the interview process, and specific questions or concerns of the resident should be recorded as a means of documenting their understanding of the rules and expectations;
6. Operator/house manager must establish a file for each resident that include admission and residency documents. Resident files shall be kept on the premises at all times and must be in a secured, locked file cabinet accessible only to the operator/manager;
7. Facility shall have a written policy for discharges due to disciplinary reasons. Policy must include the grounds for potential discharge and discharge protocols that address the handling of personal property of residents, community re-entry supports such as a referral to affordable housing, a final accounting of monies paid by resident for rent, and information sharing through a release of information, if applicable; and
8. Facility shall have written procedures for discharges due to successful completion of treatment. Procedure must include a plan to transition the resident into independent living and integration into the community, handing of the personal property of residents, a final accounting of monies paid by resident for rent, and coordination with the substance use treatment program.

- C. Eligibility for Residency:** Eligibility shall be determined through a formal interview process set forth by the Operator/Manager of the facility. At a minimum, prospective residents must be willing to comply with and meet the following criteria:

1. Residents must demonstrate willingness to be clean and sober by one or more of the following means:
 - a. Be actively enrolled in an off-site alcohol and other drug treatment program while a resident of the facility; or
 - b. Be enrolled in and regularly attend medically necessary Recovery Services.
2. Residents must possess a willingness and demonstrate the ability to comply with all admission requirements, facility rules, standards and procedures.

D. Facility Rules must be clearly defined; Any optional rules the operator chooses to implement must be for the needs of the residents, shall not be overly burdensome, and must be consistent across all residents. The following should be considered minimum mandatory standards:

1. There shall be no consuming alcohol and/or other drugs by anyone on the property;
2. Alcohol and items containing alcohol shall not be brought onto the property for any reason;
3. Alcohol and other drug use on premises may be grounds for dismissal. House Manager shall notify the outpatient treatment provider of clients use for evaluation of treatment needs;
4. Resident conduct and expectations and what will happen in the event a resident fails to meet these expectations;
5. Operators or House Managers must be accessible to residents daily;
6. A policy concerning facility curfews and disciplinary actions that may be taken for residents who fail to comply with the curfew.
7. A policy addressing visitation including hours, terms of contact, areas for visitation, visitor access, child visitation and monitoring, etc.

E. A Confidentiality Policy: The Facility shall protect the privacy of its residents and will not disclose confidential information without express written consent except as required or permitted by law. Prior to the release of information, the operator/house manager must ensure a completed Release of Information form is on file and covers the release of the specific information requested. The operator/manager shall also affirmatively inform facility residents' of the privacy of information disclosed in facility meetings or other facility activities. Management shall remain knowledgeable of and obey all state and federal laws and regulations relating to confidentiality of records. Confidential information acquired during residency shall be safeguarded from illegal or inappropriate use, access and disclosure, or from loss, unsecured maintenance of records or recording of an activity or presentation without appropriate releases. Forms will be provided to facility residents for the authorization to release information.

F. A Sexual Harassment and Verbal Abuse Policy: No tolerance policy of any behavior that is abusive, harassing or intimidating toward House Manager, volunteers, facility residents or visitors.

G. A Weapons, Alcohol, Illegal Drugs and Illegal Activity Policy: The Facility must have a written policy that addresses weapons, alcohol and other drug use, and illegal activity by residents and staff. The policy must strictly prohibit on the property the possession, and/or use of firearms, other weapons, illegal drugs, illegal activities, erratic behavior due to being under the influence, and acts or threats of violence. The occurrence of strictly prohibited activities must be reported to the local law enforcement agencies immediately. Residents will be terminated from the facility for such offenses. House Managers found to have violated the policy may face immediate termination.

H. A Prescribed Medication Policy: Each facility shall have a written policy regarding the use, storage and proper disposal of residents' prescribed medications. Medications must be properly

secured. The policy concerning the storage of medications does not apply to those medications, such as an asthma inhaler, to which medical necessity requires the resident to have immediate access. The Facility shall not dispense medication but must ensure the resident securely stores it.

I. A Drug and Alcohol Testing Protocol as follows:

1. Each Facility shall have a written policy addressing specimen collection and shall maintain appropriate urinalysis equipment and/or access to an outside drug and alcohol testing service so that all residents may be tested at random to protect the safety and integrity of the facility and its residents;
2. Parole, Probation or the Courts may impose and provide drug and alcohol testing to the residents referred by the Courts and/or Probation;
3. Positive drug tests of residents shall be reported immediately to the outpatient treatment provider, or to the courts, as applicable.

J. Documentation/Record Keeping

1. Each Operator/Manager shall maintain resident's files to keep a record as follows:
 - a. Resident's date of birth, emergency contact information, pertinent emergency medical information, list of current medications and pharmacy where prescriptions are on file, employer or school contact information;
 - b. Name of treatment provider and/or counselor;
 - c. Documentation of attendance in outpatient treatment program signed by the residents SUD counselor;
 - d. Documentation of employment, education, volunteer work, job search and other activities that support recovery;
 - e. Any releases of information that are deemed necessary by the House Manager;
 - f. Incidents of relapse;
 - g. Incidents of non-compliance with Facility rules and policies; and
 - h. Record of rent/expenses paid and copies of receipts provided to resident, as appropriate, when rent/expenses are paid.
2. A resident sign in/out sheet must be placed near the main entrance/exit of the residence.

K. A Rent/Expense Policy: Facility shall have a policy and procedure to address the payment of rent and other expenses by residents. Policy must include acceptable methods of payment, due dates and potential actions the facility may take if rent and other expenses are not paid on time.

L. An Incident Report Policy: The House Manager will complete an internal incident report for all incidents involving facility residents. The incident report will be completed and submitted to the DBH-SUD Services Staff Analyst within 48 hours of the occurrence of an on-site incident or, in the case of an off-site incident when House Manager became aware of an incident that occurred. The incident report will provide:

1. A detailed description of the event including the date, time, location, names of involved, and action taken.
2. The House Manager responsible for completing the report will sign it and record the date and time it was completed.
3. All incident reports will be stored in a single, separate file and documented in the resident's file.
4. The Operator/House Manager will be responsible for reviewing incident reports to determine opportunities for improvement.

Incidents involving criminal activity or the need for emergency services (IE: fire, 911, violence, or serious injury) shall be reported to Fresno County's Department of Behavioral Health within 24 hours. Reports shall be made for all incidents including:

5. Any violation of client rights, including but not limited to, allegations of abuse, neglect and exploitation;
6. Accidents and injuries;
7. Illegal or violent behavior;
8. Fire;
9. Medical emergencies;
10. Death;
11. Psychiatric emergencies;
12. Suicide attempt by an active resident (on or off site);
13. Medical or psychiatric emergencies that result in admission to an inpatient unit of a medical or psychiatric facility;
14. Release of confidential information without resident's consent;
15. Any other significant disruptions or rules violations (site specific).

M. A Client Grievance Policy: Facility must have a written grievance procedure. Residents must be provided grievance information at the time of in-take. The House Manager will explain the grievance procedure clearly and, after this explanation and review, both the resident and the House Manager will sign the grievance procedure acknowledgement form that will be maintained in the resident's file. House Managers will advise residents whether they have cause or not to file a grievance about any violation of their rights or organization rules, but the resident may do so at his or her discretion. Operator/House Manager shall post DBH-SUD Services grievance/complaint information at each Facility. The Notice to the Public Grievance/Complaint Process along with grievance forms will be provided by DBH-SUD Services. The House Manager will provide necessary help and materials in order for the grievance form to be complete and appropriately submitted. If a grievance is made, Fresno County may do the following:

1. Evaluate the grievance thoroughly and objectively and assign to the appropriate administrator to investigate and obtain additional information as needed;
2. Provide written acknowledgement of the grievance request upon receiving/reviewing the grievance. Additionally, DBH will respond to the beneficiary in writing within 60 calendar days regarding the grievance final decision;
3. If the problem is not resolved by the Operator/House Manager or the resident is uncomfortable discussing with Operator/House Manager, the resident may contact DBH-SUD services to have their grievance handled directly by DBH Administration or contact DHCS to have their grievance handled at the State level.

All grievances will be filed and documented, including the final disposition and kept record of it in a central file. Fresno County does not restrict or discourage, or will not interfere with resident's communication with an attorney or other organizations for the purposes of filing or pursuing a grievance. It adheres to these standards to protect the welfare of the resident the Operator/House Manager, and the community at large.

N. House Manager Requirements: Overall supervision for each Facility must be adequate for the number of people in residence and the Operator/House Manager must be accessible on an on-call basis 24 hours a day, 7 days a week. In addition, Operators/House Managers are expected to have the following qualifications and responsibilities:

1. House Managers must have at least two years of sobriety (if in recovery), be CPR certified, possess adequate crisis intervention skills and be trained in cultural competence;
 2. At a minimum, House Managers are responsible for the safety of the premises and those who reside there. Additional responsibilities include; collection of rent, if appropriate, documentation and maintenance of records, upholding facility rules, supervision of residents as needed, maintenance of property inside and out, ensuring adherence to parking restrictions, and enforcing smoking rules;
 3. If more than one manager is appointed to the Facility, shift notes should be kept as a means of documenting incidents, if they occur.
- O. A Relapse policy:** Each facility shall have a specific policy addressing relapse and the actions taken by the house manager to address an incident of relapse.
- P. An Operational Code of Conduct:** Recovery Residences/ Transitional Housing shall adopt the NARR Code of Ethics, attached as Exhibit E, which states that operators and staff “shall value and respect each resident and put each individual’s recovery strengths and needs at the forefront of all decision making.” Failure of any operator/staff member to abide by the NARR Code of Ethics shall result in termination of employment or termination of contract.
- Q. A Conflict of Interest Statement:** No volunteer, agent, or resident is to attempt to secure privileges or advantages from any resident in the Facility.
- R. Physical Environment of the Facility**
1. Exit doors must be clearly marked and barriers to appropriate personal contact among residents should be eliminated;
 2. Heating and cooling units shall be sufficient to keep residents comfortable at all times, and shall be in working order;
 3. Zoning conformance must be maintained, possess all required permits and follow all minimum fire prevention requirements;
 4. There shall be no smoking inside the building. All smoking materials must be disposed of safely and neatly outside the residence;
 5. Stoves and cooking areas shall be kept clean and adequately maintained;
 6. Smoke detectors and fire extinguishers shall be installed in accordance with the local Fire Marshal regulations and requirements;
 7. Emergency exit routes and disaster plans should be clearly posted in common areas and reviewed annually;
 8. Appropriate locks shall be in placed on all doors and windows.
 9. Facility shall be clean, safe, sanitary and in good condition at all times for the safety and wellbeing of participants, employees and visitors.
 10. The facility shall be free from:
 - A. Broken glass, filth, litter, or debris;
 - B. Flies, insects, or other vermin;
 - C. Toxic chemicals or noxious fumes and odors;
 - D. Exposed electrical wiring;
 - E. Peeling paint or broken plaster; and
 - F. Other health or safety hazards.
 11. The facility shall maintain all carpets and floors free from filth, holes, cracks, tears, broken tiles, or other safety hazards.
 12. All outdoor and indoor passageways, stairways, inclines, ramps, open porches and other areas of potential hazard shall be kept free of obstruction and lighted for the visibility and safety of all

- participants.
13. Facility equipment and supplies shall be stored in appropriate space and shall not be stored in space designated for other activities (i.e., chemicals for cleaning or pest control cannot be stored where food or clothing is stored).
 14. There shall be space available for storage of residents' personal belongings.
 15. The licensee shall provide lamps or lights as necessary in all rooms and other areas to ensure the safety of all persons in the facility.
 16. Hot water faucets used by residents for personal care shall meet the following requirements:
 - (1) Hot water delivered to plumbing fixtures used by residents shall not be less than 105 degrees Fahrenheit (40.5 degrees Celsius) and not more than 130 degrees Fahrenheit (54.4 degrees Celsius).
 - (2) Taps delivering water at 131 degrees Fahrenheit (54.9 degrees Celsius) or above shall be prominently identified by warning signs.
 17. All toilets, handwashing and bathing facilities shall be maintained in safe and sanitary operating conditions.
 18. The facility shall provide each resident with an individual bed maintained in good condition, equipped with good springs and a clean mattress and supplied with pillow(s), linen and lightweight warm blankets which are clean and in good condition. Bunk beds are not excluded provided they otherwise meet these requirements.

S. A Continuity Policy: In the event that the facility is no longer able to continue its service, residents will be referred to other community agencies that can continue to offer housing prior to the date of discontinuing service.

COUNTY POLICIES AND PROCEDURES

The County of Fresno will conduct annual monitoring reviews at each recovery residence/transitional housing facility at least one time per year. These reviews will include on-site and desk monitoring components. Reviews will be based on the NARR Levels of Support standards, attached as Exhibit C for either Level I, peer run, or Level II, monitored residence, based on each facility's designation established through a formal procurement process. Contracted Recovery Residences are expected to adhere any new standards created through future federal, state, or local legislation as well as changes in standards, required certifications, and oversight required by DBH.

A. On-Site Reviews: The on-site review will cover:

- a. Minimum facility quality and safety standards
- b. Facility is a clean and safe alcohol and drug-free environment
- c. Review of client files for documentation related to intake documentation, confirmation of engagement in treatment, and participation in house activities.

B. Desk Reviews: The desk review will cover contractual requirements such as:

- a. Timely and accurate billing and other monthly reports submission;
- b. Review resident lengths of stay to ensure billing is done at the proper rates and residency does not exceed 24 months;
- c. Current insurance certificates on file; and
- d. Review of facility operator's policies and procedures manual.



NARR CODE OF ETHICS

Operators and staff of residences certified as meeting NARR standards shall value and respect each resident and put each individual's recovery strengths and needs at the forefront of all decision making. To meet this obligation, we adhere to the following principles:

1. Assess each potential resident's strengths and needs, and determine whether the level of support available within the residence is appropriate. Provide assistance to the residents with appropriate referrals.
2. Value diversity and non-discrimination.
3. Provide a safe, homelike environment that meets NARR Standards.
4. Maintain an alcohol- and illicit-drug-free environment.
5. Honor individuals' rights to choose their recovery paths within the parameters defined by the residence organization.
6. Protect the privacy, confidentiality and personal rights of each resident.
7. Provide consistent and uniformly applied rules.
8. Provide for the health, safety and welfare of each resident.
9. Address each resident fairly in all situations.
10. Encourage residents to sustain relationships with professionals, recovery support service providers and allies.
11. Take appropriate action to stop intimidation, bullying, sexual harassment and/or otherwise threatening behavior of residents, staff and visitors within the residence.
12. Take appropriate action to stop retribution, intimidation, or any negative consequences that could occur as the result of a grievance or complaint.
13. Provide consistent, fair practices for drug testing that promote the residents' recovery and the health and safety of the recovery environment.
14. Provide an environment in which each resident's recovery needs are the primary factors in all decision making.
15. Promote the residence with marketing or advertising that is supported by accurate, open and honest claims.
16. Decline taking a primary role in the recovery plans of relatives, close friends, and/or business acquaintances.
17. Sustain transparency in operational and financial decisions.
18. Maintain clear personal and professional boundaries.
19. Operate within the residence's scope of service and within professional training and credentials.
20. Maintain an environment that promotes the peace and safety of the surrounding neighborhood and the community at large.

The Code of Ethics must be read and signed by all those associated with the operation of the recovery residence: recovery residence owners, operators, staff and volunteers.

Individuals subject to this code are obligated to report unethical practices according to the reporting rules set forth by the affiliate.

By signing below, I affirm that I have read, understand and agree to abide by this Code of Ethics.

Name (print): _____ Date: _____

Signature: _____

Recovery Residence: _____ NARR Affiliate: _____

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) SPECIFIC REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes substance use disorder treatment services available throughout the county to Medi-Cal eligible beneficiaries through funds provided under an Intergovernmental Agreement with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the Intergovernmental Agreement, and any amendments thereto, including but not limited to the following:

1. RESTRICTIONS ON USE OF SABG FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the beneficiary file for review.

2. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

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

B. INDEPENDENT CONTRACTOR

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

C. CONTROL REQUIREMENTS

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

D. CONFIDENTIALITY

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

E. REVENUE COLLECTION POLICY

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

F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

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

G. ACCESS TO SERVICES

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

H. REPORTS

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

I. AUDITS

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

J. RECORDS MAINTENANCE

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

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited

to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3. FEDERAL CERTIFICATIONS

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

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

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

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

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

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

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

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

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

C. CONTRACTOR shall not employ or subcontract with any party listed in the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If CONTRACTOR employs or subcontracts an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

4. SMOKING PROHIBITION REQUIREMENTS

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

5. CONFIDENTIALITY OATH

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Attachment A, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

6. CULTURALLY COMPETENT SERVICES

CONTRACTOR shall ensure equal access to quality care by diverse populations by adopting the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and complying with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

7. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities are provided to all beneficiaries.

8. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, as well as federal or

state governments which may affect the provisions, terms, or funding of this Contract in any manner.

9. HATCH ACT

CONTRACTOR shall comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

10. UNLAWFUL USE OF DRUGS AND ALCOHOL OR UNLAWFUL USE MESSAGES

CONTRACTOR shall ensure that information produced with Federal funds pertaining to drug and alcohol related programs contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3.

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Attachment B, incorporated herein by reference and made part of this Agreement agreeing to uphold the obligations of HSC 11999 – 11999.3.

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

11. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

CONTRACTOR shall ensure that none of the funds made available through this Agreement with COUNTY may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

12. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS CONTRACTORS

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54 to prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

13. COUNSELOR CERTIFICATION

CONTRACTOR shall ensure that any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, Division 4, Chapter 8.

14. INTRAVENOUS DRUG USE (IVDU) TREATMENT

CONTRACTOR shall ensure that beneficiaries in need of IVDU treatment shall be encouraged to undergo AOD treatment adhering to provisions in 42 USC 300x-23 and 45 CFR 96.126(e). DHCS shall monitor programs for compliance with this requirement.

15. TUBERCULOSIS TREATMENT

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

16. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by Section 1702.

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

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of

an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

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

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

17. BYRD ANTI-LOBBYING AMENDMENT

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into the State-County Intergovernmental Agreement, CONTRACTOR shall not unlawfully discriminate against any person.

19. FEDERAL LAW REQUIREMENTS

CONTRACTORS shall comply with the following Federal law requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).

- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

20. STATE LAW REQUIREMENTS

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.
- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments

under this Agreement or terminate all, or any type, of funding provided hereunder.

21. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

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

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

- A. Materials explaining services available to the public,
- B. Language assistance,
- C. Language interpreter and translation services, and
- D. Video remote language interpreting services.

22. INTERIM SERVICES

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

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

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

23. CHARITABLE CHOICE

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR

identifies as faith-based it must submit to DBH Contracts Division - SUD Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection. In addition, CONTRACTOR shall comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

24. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

25. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. COUNTY, as the SABG first-tier sub-recipient, shall review the merit and risk associated with all potential grant second-tier sub-recipients (CONTRACTOR) annually prior to making an award. COUNTY shall perform and document annual subrecipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

26. CONTROL REQUIREMENTS

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

- A. HSC, Division 10.5, Part 2 commencing with Section 11760.
- B. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- C. Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- D. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- E. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

F. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.

G. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

H. Title 42, CFR, Sections 8.1 through 8.6.

I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A - E).

J. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

K. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

27. DRUG FREE WORKPLACE

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

28. YOUTH TREATMENT GUIDELINES

CONTRACTOR shall follow the "Youth Treatment Guidelines," available at the DHCS web address at:

<http://www.dhcs.ca.gov/individuals/Pages/youthSUDservices.aspx> and by this reference incorporated herein, in developing and implementing youth treatment programs funded under this Agreement until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

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

A. Trading Partner Requirements

1) No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162915(a)].

2) No Additions: CONTRACTOR hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR Part 162.915 (b)].

3) No Unauthorized Uses: CONTRACTOR hereby agrees that for PHI, it shall not use any code or data elements that are marked "not used" in the in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (c)].

4) No Changes to Meaning or Intent: CONTRACTOR hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (d)].

B. Concurrence for Test Modifications to HHS Transaction Standards

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

C. Adequate Testing

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

D. Deficiencies

The CONTRACTOR agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled CONTRACTOR if the COUNTY is acting as a clearinghouse for that CONTRACTOR. If the CONTRACTOR is a clearinghouse, the CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled CONTRACTORS for which they provide clearinghouse services.

E. Code Set Retention

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

F. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer

media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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 Medi-Cal 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:

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: _____

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: _____

Minimum Quality Drug Treatment Standards

Compliance with the following Minimum Quality Treatment Standards is required for all SUD treatment programs (contractors and sub-contractors).

A. Personnel Policies

1. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
 - a) Application for employment and/or resume;
 - b) Signed employment confirmation statement/duty statement;
 - c) Job description;
 - d) Performance evaluations;
 - e) Health records/status as required by program or Title 9;
 - f) Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
 - g) Training documentation relative to substance use disorders and treatment;
 - h) Current registration, certification, intern status, or licensure;
 - i) Proof of continuing education required by licensing or certifying agency and program;
 - j) Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well; and
 - k) Salary schedule and salary adjustment information.
2. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
 - a) Position title and classification;
 - b) Duties and responsibilities;
 - c) Lines of supervision; and
 - d) Education, training, work experience, and other qualifications for the position.

3. Written code of conduct for employees and volunteers/interns shall be established which address at least the following:
 - a) Use of drugs and/or alcohol;
 - b) Prohibition of social/business relationship with clients or their family members for personal gain;
 - c) Prohibition of sexual contact with clients;
 - d) Conflict of interest;
 - e) Providing services beyond scope;
 - f) Discrimination against clients or staff;
 - g) Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
 - h) Protection of client confidentiality;
 - i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
 - j) Cooperation with complaint investigations.

4. If a program utilizes the services of volunteers and or interns, procedures shall be implemented which address:
 - a) Recruitment;
 - b) Screening;
 - c) Selection;
 - d) Training and orientation;
 - e) Duties and assignments;
 - f) Scope of practice;
 - g) Supervision;
 - h) Evaluation;
 - i) Protection of client confidentiality; and
 - j) Code of Conduct

5. Written roles and responsibilities and a code of conduct for the medical director (if applicable) shall be clearly documented, signed and dated by an authorized program representative and the medical director.

B. Program Management

1. Admission or Readmission

- a) Each program shall include in its policies and procedures written admission and readmission criteria for determining client's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. Use of alcohol/drugs of abuse;
 - ii. Physical health status;
 - iii. Documentation of social and psychological problems; and
 - iv. A statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, age, gender, race, disability, or sexual orientation. The above shall not preclude programs from emphasizing services for specific populations.
- b) If a potential client does not meet the admission criteria, the client shall be referred to an appropriate service provider.
- c) If a client is admitted to treatment, a consent to treatment form shall be signed by the client.
- d) All referrals made by the program shall be documented in the client record.
- e) Copies of the following documents shall be provided to the client upon admission:
 - i. Client rights, client fee policies, and consent to treatment.
- f) Copies of the following shall be provided to the client or posted in a prominent place accessible to all clients:
 - i. A statement of nondiscrimination by race, religion, sex, gender identity, ethnicity, age, disability, sexual preference, and ability to pay;
 - ii. Grievance procedures;
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations and regulations.

- g) Where drug screening by urinalysis is deemed appropriate the program shall:
 - i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
 - ii. Document urinalysis results in the client's file.

2. Treatment

- a) Assessment for all clients shall include:
 - i. Drug/Alcohol use history;
 - ii. Medical history;
 - iii. Family history;
 - iv. Psychiatric history;
 - v. Social/recreational history;
 - vi. Financial status/history;
 - vii. Educational history;
 - viii. Employment history;
 - ix. Criminal history, legal status; and
 - x. Previous SUD treatment history.
- b) Treatment plans shall be developed with the client within 30 days of admission and include:
 - i. A problem statement for all problems identified through the assessment whether addressed or deferred;
 - ii. Goals to address each problem statement (except when deferred);
 - iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion; and
 - iv. Signature of primary counselor and client.

All treatment plans shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment.

- c) Progress notes shall document the client's progress toward completion of activities and achievement of goals on the treatment plan.
- d) Discharge documentation shall be developed with the client, if possible and include:
 - i. Description of the treatment episode;
 - ii. Prognosis;
 - iii. Client's plan for continued recovery including support systems and plans for relapse prevention;
 - iv. Reason and type of discharge;
 - v. Signature of primary counselor and client;
 - vi. A copy of the discharge documentation shall be given to the client;
 - vii. Current alcohol and/or other drug usage;
 - viii. Vocational and educational achievements;
 - ix. Transfers and referrals; and
 - x. Client comments.

Recovery Residences Services Vendor Rates
Recovery Residence Rate per Bed Day

VENDOR	FY 2018-19	FY 2019-20
Comprehensive Addiction Programs, Inc. Men's/ Woman's Recovery Residence	 Per Bed Day Rate: \$27.79	 Per Bed Day Rate: \$28.21
WestCare of California, Inc. Men's/ Woman's Recovery Residence	 Per Bed Day Rate: \$28.00	 Per Bed Day Rate: \$28.00

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

CONTRACTOR(S) understand that COUNTY utilizes NetSmart’s Avatar for its Electronic Health Records Management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart’s Avatar, as set forth below.

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
General Users					
Avatar Named User Hosting (per active user per month; every Avatar “active” log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Avatar Named User Maintenance* (per active user per month)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ProviderConnect Users					
Individual Subscription¹ (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

Should CONTRACTOR(S) choose not to utilize NetSmart’s Avatar for its Electronic Health Records management, CONTRACTOR(S) will be responsible for obtaining its own system for Electronic Health Records management.

¹Annual Maintenance increases by 3% each FY on July 1st.

~~*Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply thereafter.~~

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:	

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)

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____ County in the use of an electronic signature in _____ County. The undersigned (I) understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement. I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.

I will use my electronic signature to establish my identity and sign electronic documents and forms. I am solely responsible for protecting my electronic signature. If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Mental Health Director or his/her designee and request that my electronic signature be revoked. I will then immediately cease all use of my electronic signature. I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. I understand that I may also request revocation at any time for any other reason.

If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.

I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor Signature _____ Date _____
Requestor Printed Name _____

Approver Signature _____ Date _____

Title _____

EXHIBIT FOR INFORMATION

FRESNO COUNTY BEHAVIORAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of behavioral health services. Behavioral health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor, contractor's employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County DBH. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Behavioral Health Compliance Training Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for behavioral health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, beneficiaries, and other behavioral health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other behavioral health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable

law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.

10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

FRESNO COUNTY BEHAVIORAL HEALTH PLAN

Exhibit L

COMPLIANCE PROGRAM

2018 New Hire Behavioral Health Compliance Training

Acknowledgment and Agreement

I hereby acknowledge that I have completed the Mandatory New Hire Behavioral Health Compliance Training which provided information on Fresno County's Behavioral Health Compliance Program and that I understand the contents thereof. I further acknowledge that I have received, read and understand Fresno County's Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): Psychiatrist Psychologist Substance Abuse Specialist
 LCSW LMFT NP RN LVN LPT

DBH Department: Adult MH Children MH Finance Division Managed Care
 Administration Substance Abuse Services Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ___ / ___ / ___

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: Psychiatrist Psychologist LCSW LMFT NP RN LVN LPT
 MD

Unlicensed: Psychologist ACSW AMFT APCC Certified AOD Counselor
 Registered AOD Counselor Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ___ / ___ / ___

Phone: _____

E-mail: _____

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.

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

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

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

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

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

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

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

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

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

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

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

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