

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor listed in Exhibit A “Residential-Withdrawal Management Room and Board Vendor List”, attached hereto and incorporated by this reference, collectively herein after referred to as “Contractor”, and such additional Contractor as may, from time to time during the term of the Agreement, be added by County, and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County is authorized through its Substance Abuse Block Grant (SABG) Application with the California Department of Health Care Services (“DHCS” or “State”) to subcontract for Room and Board for Residential and withdrawal management Substance Use Disorder (SUD) treatment services in Fresno County; and

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

C. Contractors are certified by the State to provide services required by the County, pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Work.** The Contractor shall perform all of the services provided in Exhibit B to this Agreement, titled “Residential-Withdrawal Management Room and Board Scope of Work.”

Contractor shall fulfill all the responsibilities of providing Room and Board in support of Residential and withdrawal management SUD treatment to adult and adolescent persons served of Fresno County at State certified locations to all eligible persons served of Fresno

1 County, as identified in this Agreement, including all Exhibits, incorporated by reference and
2 made part of this Agreement.

3 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
4 able to perform all of the services provided in this Agreement.

5 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
6 applicable federal, state, and local laws and regulations in the performance of its obligations
7 under this Agreement, including but not limited to workers compensation, labor, and
8 confidentiality laws and regulations.

9 Contractor shall comply with all applicable rules and regulations set forth in CCR
10 Titles 9 and 22, and California Health and Safety Code §11750 et seq., except for regulations
11 waived by the Centers for Medicare and Medicaid Services

12 1.4 **Guiding Principles of Care Delivery.** Contractor shall align program, services, and
13 practices with the vision and mission within Exhibit C, DBH Guiding Principles of Care Delivery,
14 attached and incorporated by this reference. Contractor may be required to utilize and integrate
15 any such clinical tools determined by DBH to be beneficial to persons served at DBH's
16 discretion.

17 1.5 **Behavioral Health Compliance Program.** Contractor shall comply with all
18 requirements of the Fresno County Behavioral Health Compliance Program Code of Conduct
19 and Ethics, as set forth in Exhibit D. Within thirty (30) days of entering into this Agreement with
20 the County, new Contractors shall have all employees, agents and subcontractors providing
21 services under this Agreement complete General Compliance training and certify in writing, that
22 they have received, read, understood, and shall abide by the requirements set forth in Exhibit D.
23 Contractor shall ensure that within thirty (30) days of hire, all new employees, agents and
24 subcontractors providing services under this Agreement complete General compliance training
25 and certify in writing that they have received, read, understood, and shall abide by the
26 requirements set forth in Exhibit D.

27 (A) Contractor will require all employees, agents and subcontractors providing
28 services under this Agreement to complete General Compliance training annually

1 thereafter and appropriate employees, agents and subcontractors shall complete
2 Substance Use Disorder Documentation Billing or billing/reimbursement training.
3 Contractor understands that the promotion of and adherence to such requirements is an
4 element in evaluating the performance of Contractor and its employees, agents, and
5 subcontractors.

6 (B) Contractor's employees, agents and subcontractors will submit written
7 certifications upon completion of General Compliance training to the County's
8 Compliance Officer.

9 (C) Contractor and its employees, agents and subcontractors will promptly report any
10 suspected violation(s) of the Code of Conduct and Ethics or report any activity that they
11 believe may violate the standards of the Compliance Program through the DBH
12 Compliance Hotline: (888) 262-4174.

13 (D) Contractor agrees to reimburse County for the entire cost of any penalty imposed
14 upon County by the Federal Government as a result of Contractor's violation of the
15 terms of this Agreement.

16 1.6 **Employee Assistance.** Employees involved in a crisis incident should be offered
17 appropriate Employee Assistance Program (EAP) or similar related wellness and recovery
18 assistance. In conjunction with the County DBH's Guiding Principles of Care Delivery and
19 wellness of the workforce, Contractor shall align their practices around this vision and ensure
20 needed debriefing services are offered to all employees involved in a crisis incident. Employees
21 shall be afforded all services to strengthen their recovery and wellness related to the crisis
22 incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce
23 wellness shall be submitted to the County's DBH.

24 1.7 **SABG Specific Requirements.** Contractor shall comply with the requirements
25 stated within the SABG Application as listed in Exhibit E, SABG Specific Requirements,
26 attached and incorporated and by this reference; and with all other provisions set forth in the
27 Intergovernmental Agreement, made available by the Department of Behavioral Health (DBH) at
28 the following web address and by this reference incorporated herein:

1 <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract->
2 [providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). Contractor is referred to therein as “Subcontractor”
3 and County is referred to therein as Contractor.

4 1.8 **Licensing-Certificates.** Throughout each term of this Agreement, Contractor and
5 Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers
6 and exemptions necessary for the provision of the services hereunder and required by the laws
7 and regulations of the United States of America, State of California, the County of Fresno, and
8 any other applicable governmental agencies. Contractor shall notify County immediately in
9 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers
10 and exemptions irrespective of the pendency of any appeal related thereto. Contractor and
11 Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or
12 be hereafter changed.

13 1.9 **Residential AOD Certification.** County requires Contractors of residential alcohol
14 and Other Substance Use Disorder treatment services to obtain the California DHCS Alcohol
15 and Other Drug (AOD) Program Certification, including the program’s American Society of
16 Addiction Medicine (ASAM) level of care designation or certification. Contractor shall maintain a
17 current AOD Certification during the term of this Agreement. County shall terminate a Contractor
18 from this Agreement immediately in the event any of the following occurs:

19 (A) Contractor fails to submit to the County a copy of the AOD Certification within
20 thirty (30) days after being approved by the DHCS, or

21 (B) Certification is not maintained throughout the Agreement term.

22
23 1.10 **Perinatal Services.** Contractor shall comply with the perinatal program requirements
24 as outlined in the current version of the Perinatal Practices Guidelines as available online at:
25 <https://www.dhca.ca.gov/individuals/Pages/Perinatal-Services.aspx> and by this reference
26 incorporated herein, until such time new Perinatal Practice Guidelines are updated and adopted.
27 No formal amendment of this Agreement is required for new guidelines to apply.
28

1 1.11 **Adolescent Best Practices Guidelines.** Contractor must offer adolescent services
2 in accordance with the Adolescent Best Practices Guidelines which can be found at:

3 https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/Adol
4 [BestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

5 1.12 **Provider Manual.** Contractor shall comply with the Fresno County Substance Use
6 Disorder (FCSUD) Provider Manual, hereinafter referred to as the “Provider Manual” and by this
7 reference incorporated herein, available by DBH at the following web address:

8 <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract->
9 [providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers) No formal amendment of this Agreement is

10 required for changes to the Provider Manual to apply.

11 1.13 **Complaints.** Contractor shall log complaints and the disposition of all complaints
12 from a person served or a person served’s family. Contractor shall provide a summary of the
13 complaint log entries concerning County-sponsored persons served to County at monthly
14 intervals by the fifteenth (15th) day of the following month, in a format that is mutually agreed
15 upon. Contractor shall post signs informing persons served of their right to file a complaint or
16 grievance. Contractor shall notify County of all incidents reportable to state licensing bodies that
17 affect County persons served withing twenty-four (24) hours of receipt of a complaint.

18 Within fifteen (15) days after each incident or complaint affecting County-
19 sponsored persons served, Contractor shall provide County with information relevant to the
20 complaint, investigative details of the complaint, the complaint and Contractor’s disposition of, or
21 corrective action taken to resolve the complaint.

22 1.14 **Evaluation – Monitoring.** Contractor shall participate in a review of the program at
23 least yearly or more frequently, or as needed, at the discretion of County. The Contractor
24 agrees to supply all information requested by the County, DHCS, and/or the subcontractor of
25 County or DHCS during the program evaluation, monitoring and/or review.

26 County’s DBH Director, or his or her designee, and DHCS or their designees shall
27 monitor and evaluate the performance of Contractor under this Agreement to determine to the
28 best possible degree the success or failure of the services provided under this Agreement. At

1 the discretion of the County, a subcontractor may be obtained by the County to independently
2 evaluate and monitor the performance of the Contractor. Contractor shall participate in the
3 evaluation of the program as needed at the discretion of the County.

4 Monitoring and evaluation activities will include, but are not limited to, program
5 documentation reviews such as clinical chart and group sign-in sheets, a review of personnel
6 files, a facility walkthrough and a contract compliance desk review. Monitoring may be
7 conducted in-person, virtually or a combination thereof.

8 Evaluation and monitoring expectations are further described in Section 2 of Exhibit
9 E to this Agreement.

10 County shall recapture from Contractor the value of any services or other
11 expenditures determined to be ineligible based on the County or State monitoring results.

12 1.15 **Subcontracts.** Contractor shall be required to assume full responsibility for all
13 services and activity covered by this Agreement, whether or not Contractor is providing services
14 directly. Further, Contractor shall be the sole point of contact with regard to contractual matters,
15 including payment of any and all charges resulting from this Agreement.

16 (A) If Contractor should propose to subcontract with one or more third parties to
17 carry out a portion of services covered by this Agreement, any such subcontract shall be
18 in writing and approved as to form and content by County's DBH Director, or his or her
19 designee, prior to execution and implementation. County's DBH Director, or his or her
20 designee, shall have the right to reject any such proposed subcontract.

21 (B) Any such subcontract together with all activities by or caused by Contractor shall
22 not require compensation greater than the total budget contained herein.

23 (C) An executed copy of any such subcontract shall be received by County before
24 any implementation and shall be retained by County. Contractor shall be responsible to
25 County for the proper performance of any subcontractor. Any subcontractor shall be
26 subject to the same terms and conditions that Contractor is subject to under this
27 Agreement, including, without limitation, the licensing, certification, privacy, data security
28

1 and confidentiality requirements set forth herein, and include the applicable provisions of
2 42 C.F.R. § 438.230.

3 1.16 **Electronic Health Record.** Contractor may opt into maintain its records in County
4 electronic health record (EHR) system. Contractor must meet the minimum system
5 requirements in accordance with Exhibit F, SmartCare Software and Hardware Requirements.
6 At a minimum, Contractor shall, at its own cost, have a computer system compatible with
7 County's current billing and EHR system for the provision of submitting information required
8 under the terms and conditions of this Agreement.

9 Contractors that maintain their own EHR must obtain certification from the Office of
10 the National Coordinator for Health Information Technology (ONC) Health IT Certification
11 Program (Certification Program) or an ONC-Authorized Certification Body (ONC-ACB).
12 Additionally, Contractor shall maintain their certification in compliance with the requirements
13 outlined in the Conditions and Maintenance of Certification, available at:
14 <https://www.healthit.gov/topic/certification-ehrs/conditions-maintenance-certification>. Contractor
15 shall ensure all employees who use an EHR sign an Electronic Signature Agreement (See
16 sample, Exhibit G) and maintain a copy in the employee's personnel file.

17 Contractor shall complete billing and EHR data entry as follows: initial contact, when
18 applicable; first offered appointment, when applicable; admissions; California Outcomes
19 Measurement System (CalOMS) reporting; American Society of Addiction Medicine (ASAM)
20 level of care reporting; discharge; and no show/missed appointments and referrals.

21 1.17 **Prohibition on Publicity.** None of the funds, materials, property or services
22 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,
23 fundraising, or publicity (i.e, purchasing of tickets/tables silent auction donations, etc.) for the
24 purpose of self-promotion. Notwithstanding the above, publicity of the services described in the
25 Exhibit B, Residential-Withdrawal Management Room and Board Scope of Work, of this
26 Agreement shall be allowed as necessary to raise public awareness about the availability of
27 such specific services when approved in advance by the DBH Director, or his or her designee,
28

1 and at a cost to be provided for such items as written/printed materials, the use of media (i.e.,
2 radio, television, newspapers) and any other related expenses.

3 1.18 **Community Events.** Contractor shall notify County at least thirty (30) days in
4 advance of any community event of which Contractor is the primary organizer. Contractor shall
5 disclose and supply County with all written/printed materials and media used in the marketing
6 and operation of the event. Contractor shall provide all materials to County at least two weeks
7 prior to the date of the event. County reserves the right to review and approve all Contractor
8 submitted materials.

9 1.19 **Public Information.** Contractor shall disclose its funding source in all public
10 information. Communication products must follow DBH graphic standards, including typefaces
11 and colors, to communicate DBH's authority and project a unified brand. This includes all media
12 types and channels and all materials on and offline that are created as part of DBH's efforts to
13 provide information to the public. Communication products must include a funding
14 acknowledgement determined by the level of funding provided by DBH as follows:

15 (A) A program of Fresno County Department of Behavioral Health (100% funded);

16 (B) Funding provided by Fresno County Department of Behavioral Health (50% or
17 more funded);

18 (C) Funded, in part, by Fresno County Department of Behavioral Health (less than
19 50% funded; and

20 (D) A partnership, with funding by Fresno County Department of Behavioral Health
21 (any funding amount).

22 1.20 **Meetings.** Contractor's staff will be required to attend regularly occurring meetings
23 including Diversity, Equity and Inclusion Committee and All-Provider Meetings and trainings on
24 an as-needed basis, which includes but is not limited to, trainings related to SUD treatment,
25 fiscal processes, EHR, cultural competency, compliance, quality improvement and reporting
26 requirements. For minimum training requirements refer to the Fresno County SUD Annual
27 Training Plan available on the provider webpage at:
28

1 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
2 [providers/substance-use-disorder-providers.](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)

3 Contractor shall ensure staff, including all subcontracted staff providing or
4 administering the SUD services are trained on the compliance requirements of applicable
5 statutes regulations and relevant Behavioral Health Information Notices (BHINs) prior to the
6 delivery of services.

7 1.21 **Staff Training Requirements.** Contractor shall document training on the SUD
8 Annual Provider Training Plan which is to be maintained in the personnel files.

9 (A) Licensed Practitioners of the Healing Arts (LPHAs) must complete 5 Continuing
10 Education Units (CEUs) in addiction annually.

11 (B) Medical Directors and Physicians must complete 5 Continuing Medical Education
12 Units related to addiction treatment annually.

13 (C) Contractor shall ensure all registered or certified staff administering services
14 meet California State education, training and work experience requirements set forth in
15 the Counselor Certification Regulations, Cal Code Regs, Title 9, Division 4, Chapter 8
16 and have completed ASAM foundational training.

17 (D) Contractor shall ensure that all personnel who provide withdrawal management
18 (WM) services or who monitor or supervise the provision of such services shall meet
19 additional state-mandated training requirements:

20 (1) Six (6) hours of orientation training that covers the needs of persons served
21 who receive WM services;

22 (2) Repeating the orientation training fourteen (14) calendar days of return if staff
23 is returning to work after a break in employment of more than 180 consecutive
24 calendar days; and

25 (3) On an annual basis, completing eight (8) hours of training that covers the
26 needs of persons served who receive WM services.

27 In addition, Contractor shall ensure all staff complete trainings in accordance with the
28 Fresno County SUD Annual Training Plan, as amended from time to time. These trainings

1 include but are not limited to: Compliance; HIPAA; Cultural Competency; Ethics &
2 Confidentiality; 42 CFR Part 2; Billing and Documentation; Evidence-Based Practices; Narcan
3 Administration; and Medication Assisted Treatment.

4 1.22 **Change to Program or Leadership/Management.** Contractor shall notify County in
5 writing of any change in organizational name, Head of Service or principal business at least 15
6 business days in advance of the change.

7 Contractor must immediately notify County of a change in operational status,
8 including ownership, licensure, registration, certification, ability to provide the quantity or quality
9 of contracted services timely, or if the approval to operate a SUD program or provide a covered
10 service is revoked, suspended, modified, or not renewed by entities other than DHCS.

11 Such notification shall include any new leader or manager's name, address and
12 qualifications. "Leadership or management" shall include any employee, member, or owner of
13 Contractor who either a) directs individuals providing services pursuant to this Agreement; b)
14 exercises control over the manner in which services are provided; or c) has authority over
15 Contractor's finances.

16 1.23 **Reports.** Contractors shall submit all information and data required by County and
17 State in accordance with Exhibit H – Provider Reporting Requirements, incorporated in this
18 Agreement and also available on the DBH webpage at:

19 [https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers)
20 [providers/substance-use-disorder-providers](https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers). Reporting requirements may be revised
21 periodically to reflect changes to State-mandated reporting. Contractors that are not in
22 compliance with reporting deadlines are subject to payment withholding until reporting
23 compliance is achieved. Reporting requirements include, but are not limited to, the following:

24 (A) Drug and Alcohol Treatment Access Report (DATAR) in an electronic format
25 provided by the State and due no later than five (5) days after the preceding month;

26 (B) CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual
27 update, and "provider activity report" record in an electronic format through County's EHR, and
28 on a schedule as determined by the County which complies with State requirements for data

1 content, data quality, reporting frequency, reporting deadlines, and report method and due no
2 later than five (5) days after the preceding month. All CalOMS admissions, discharges and
3 annual updates must be entered into the County's CalOMS system within twenty-four (24) hours
4 of occurrence;

5 (C) ASAM Level of Care (LOC) – Submit ASAM LOC data in a format determined by
6 DBH, on a schedule as determined by the County which complies with State requirements;

7 (D) Access and Timeliness Information – Contractor shall enter access information
8 into County's EHR at time of first contact with person served;

9 (E) Ineligible Person Screening Report – Format provided by County DBH and due
10 by the fifteenth (15th) day of each month to comply with State requirements;

11 (F) LogicManager Incident Reporting – As needed, when incidents occur and as
12 instructed in Exhibit I, Protocol for Completion of Incident Report.

13 (G) Monthly Status Report – Format provided by County DBH and due by the fifteen
14 (15th) day of each month;

15 (H) Wait list – Required by residential providers only and due by the fifteen (15th) day
16 of each month;

17 (I) Grievance Log – Due by the fifteen (15th) day of each month;

18 (J) Missed Appointments – Contractor shall enter all missed appointments into
19 County's EHR by the fifteenth (15th) of the following month;

20 (K) Cultural Competency Survey – Completed semi-annually in a format to be
21 determined by DBH;

22 (L) Americans with Disabilities (ADA) – Annually, upon request by County DBH,
23 Contractor shall complete an ADA Accessibility Certification and Self-Assessment, including
24 Implementation Plan, for each service location;

25 (M) Culturally and Linguistically Appropriate Services (CLAS) – Annually, upon
26 request by County DBH, Contractor shall complete an agency CLAS survey in a format
27 determined by County DBH and shall submit a CLAS Self-Assessment, including an
28 Implementation Plan;

1 (N) Risk Assessment – Annually, upon request by County DBH, Contractor shall
2 submit a Risk Assessment on a form and in a format to be provided by DBH. The Assessment
3 must be submitted to the County in hard copy as well as electronically by the due date set by
4 County;

5 (O) Network Adequacy Certification Tool (NACT) – Annually, upon request,
6 Contractor shall submit NACT data as requested by County DBH;

7 (P) Cost Reports – On an annual basis for each fiscal year ending June 30th non-
8 DMC Contractor shall submit a complete and accurate detailed cost report. Cost reports must
9 be submitted to the County as a hard copy with a signed cover letter and an electronic copy by
10 the due date. Submittal must also include any requested support documents such as general
11 ledgers and detailed electronic (e.g. Excel) schedules demonstrating how costs were allocated
12 both within programs, if provider has multiple funding sources (e.g. DMC and SABG), and
13 between programs, if Contractor provides multiple SUD treatment modalities.

14 Contractor shall maintain general ledgers that reflect the original transaction
15 amounts where each entry in their accounting records represents one-hundred percent (100%)
16 of the total transaction cost and can be supported with the original source documentation (i.e.
17 receipts, bills, invoices, payroll registers, etc.). Bank statements reflecting purchases are not
18 original source documents and will not be accepted as such. All costs found to not be supported
19 by original source documentation will be disallowed. Total unallowable costs shall be allocated
20 their percentage share of the indirect Costs along with the Contractor's direct costs. All reports
21 submitted by Contractor to County must be typewritten.

22 County will issue instructions for completion and submittal of the annual cost
23 report, including the relevant cost report template(s) and due dates within forty-five (45) days of
24 each fiscal year end. All cost reports must be prepared in accordance with Generally Accepted
25 Accounting Principles. Unallowable costs such as those denoted in 2 CFR 200 Subpart E, Cost
26 Principles, 41 U.S.C. 4304, and the Center for Medicare and Medicaid Studies (CMS) Provider
27 Reimbursement Manual (PRM) 15-1, must not be included as an allowable cost on the cost
28 report and all invoices. Unallowable costs must be kept in the provider's General Ledger in

1 accounts entitled Unallowable followed by name of the account (e.g. Unallowable – Food) or in
2 some other appropriate form of segregation in the provider’s accounting records. For further
3 information on unallowable costs refer to regulations provided above. Once the cost reports
4 have been approved by the County, originally-executed signed certification pages attesting to
5 the accuracy of the information contained in cost reports shall be submitted to the County.

6 Contractors with multiple agreements for the same service provided at the same
7 location where at least one of the Agreements is funded through DMC and the other funding is
8 other federal or county realignment funding will be required to complete cost reports for the non-
9 DMC agreement. Such Agreements will be settled for actual allowable costs in accordance with
10 Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social
11 Security Act; Title 22, and the State’s Medicaid Plan not to exceed the lesser of actual costs or
12 contract maximum. Within forty-five (45) days of the reconciliation by County, Contractor shall
13 make payment to County or County shall reimburse Contractor as appropriate.

14 During the term of this Agreement and thereafter, County and Contractor agree
15 to settle dollar amounts disallowed or settled in accordance with DHCS and County audit
16 settlement findings.

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

22 1.24 **Records Establishment and Maintenance.** Contractor shall establish and maintain
23 records in accordance with State and Federal rules and regulations in addition to those
24 requirements prescribed by County with respect to all matters covered by this Agreement. Except
25 as otherwise authorized by County, Contractor shall retain all other records for a period of ten (10)
26 years or from the date of completion of any audit, whichever is later.

27 1.25 **Documentation.** Contractor shall maintain adequate records in sufficient detail to
28 make possible an evaluation of services and contain all the data necessary in reporting to the

1 State of California and/or Federal agency. All persons served records shall be maintained
2 pursuant to applicable State of California and Federal requirements concerning confidentiality.
3 In the event of contract termination or expiration, all original copies of clinical records, including
4 clinical charts, group sign-in sheets, and fiscal records, including original receipts, for a period of
5 ten (10) years shall be delivered to County.

6 1.26 **Person Served Confidentiality.** Contractor shall conform to and County shall
7 monitor compliance with all State and Federal statutes and regulations regarding confidentiality,
8 including but not limited to confidentiality of information requirements of 42 CFR § 2.1 et seq.,
9 Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977
10 and 11812, Civil Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

11 **Article 2**

12 **Compensation, Invoices, and Payments**

13 2.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
14 the performance of its services under this Agreement as described in Exhibit J to this
15 Agreement, titled "Residential-Withdrawal Management Room and Board Compensation." In no
16 event shall services performed under this Agreement be in excess of reimbursement rates
17 during the term of this Agreement as periodically updated.

18 2.2 **Maximum Compensation.** The maximum compensation payable to the Contractors
19 under this Agreement is Twenty-Seven Million Three Hundred Fifty-Three Thousand Thirty-Two
20 Dollars and No/100 (\$27,353,032.00).

21 The maximum compensation payable to Contractors under this Agreement for the
22 period of July 1, 2023 through June 30, 2024 shall not exceed Six Million Eight Hundred Thirty-
23 Eight Thousand Two Hundred Fifty-Eight Dollars and No/100 (\$6,838,258.00).

24 The maximum compensation payable to Contractors under this Agreement for the
25 period of July 1 2024 through June 30, 2025 shall not exceed Six Million Eight Hundred Thirty-
26 Eight Thousand Two Hundred Fifty-Eight Dollars and No/100 (\$6,838,258.00).

27 If this Agreement is extended for up to two (2) additional twelve (12) month terms
28 pursuant to Article 3 of this Agreement, in no event shall the maximum compensation payable to

1 Contractors under this Agreement for each of the periods of July 1, 2025 through June 30, 2026
2 and July 1, 2026 through June 30, 2027 exceed Six Million Eight Hundred Thirty-Eight
3 Thousand Two Hundred Fifty-Eight Dollars and No/100 (\$6,838,258.00).

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

8 The Contractor acknowledges that the County is a local government entity and does
9 so with notice that the County's powers are limited by the California Constitution and by State
10 law, and with notice that the Contractor may receive compensation under this Agreement only
11 for services performed according to the terms of this Agreement and while this Agreement is in
12 effect, and subject to the maximum amount payable under this section. The Contractor further
13 acknowledges that County employees have no authority to pay the Contractor except as
14 expressly provided in this Agreement.

15 2.3 **Invoices.** The Contractor shall submit monthly invoices to 1)
16 dbhinvoicereview@fresnocountyca.gov; 2) DBH-Invoices@fresnocountyca.gov; and 3)
17 sas@fresnocountyca.gov. The Contractor shall invoice County for service month, in arrears, in
18 the format directed by County. Invoices shall be based on claims entered into the County's EHR
19 for the prior month. Invoices shall be submitted to County by the fifteenth (15th) of every month
20 for actual services rendered in the previous month. Monthly payment for claimed services shall
21 be based on the number of bed days multiplied by the day rates in Exhibit J, Residential-
22 Withdrawal Management Room and Board Compensation.

23 County's payments to Contractor for performance of claimed services are provisional
24 and subject to adjustment until the completion of all settlement activities. County's adjustments
25 to provisional payments for claimed services shall be based on the terms, conditions, and
26 limitations of this Agreement.

27 2.4 **Claiming.**
28

1 (A) Contractor shall enter claims data into the County's billing and transactional
2 database system by the fifteenth (15th) of each month for actual services
3 rendered in the previous month. Contractor shall use Current Procedural
4 Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS)
5 codes, as provided in the DHCS Billing Manual available at:
6 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time
7 to time amended.

8 (B) Claims shall be complete and accurate and must include all required information
9 regarding the claimed services. Claims data entry into the County's electronic
10 information system shall be the responsibility of Contractor. County shall monitor
11 the volume of services and cost of services entered into County's electronic
12 information system. Any and all audit exceptions resulting from the provision and
13 reporting of SUD services by Contractor will comply with all applicable policies,
14 procedures, directives and guidelines regarding the use of County's electronic
15 information system.

16 2.5 **Claiming Deadlines.** If an invoice is incorrect or is otherwise not in proper form or
17 substance, County's DBH Director, or his or her designee shall have the right to withhold
18 payment as to only that portion of the invoice that is incorrect or improper after five (5) days
19 prior notice to Contractor. Contractor agrees to continue to provide services for a period of
20 ninety (90) days after notification of an incorrect or improper invoice. If after said ninety (90) day
21 period said invoice is still not corrected to County's DBH Director, or his or her designee's
22 satisfaction, County's DBH Director, or his or her designee, may elect to terminate this
23 Agreement, pursuant to the termination provisions stated in Article 5 of this Agreement.

24 Contractor shall submit all invoices to County's DBH Director, or his or her designee,
25 for services provided no later than thirty (30) days after the close of each twelve (12) month
26 fiscal period or from the termination date of this Agreement. Invoices not submitted within thirty
27 (30) days after the close of each twelve (12) month fiscal period or from the termination date of
28 this Agreement, County's DBH Director, or his or her designee, shall have the right to deny

1 payment of such invoices. No action shall be taken by County on claims submitted beyond the
2 thirty (30) days closeout period. Any compensation which is not expended by Contractor
3 pursuant to the terms and conditions of this Agreement shall automatically revert to County.

4 Any claimable services submitted beyond six (6) months from the month of service
5 may be ineligible for payment.

6 **Corrective Action Plans.** Contractors shall enter services into the County's EHR
7 and submit invoices in accordance with the deadlines listed above and information shall be
8 accurate. Failure to meet the requirements set forth above will result in a corrective action plan,
9 at the discretion of County's DBH Director or designee, and may result in financial penalties or
10 termination of agreement per Article 5.

11 2.6 **Arrears.** Payments by County shall be in arrears, based on Contractor's monthly
12 invoices submitted for services provided during the preceding month, within forty-five (45) days
13 after receipt, verification, and approval of Contractor's monthly invoices by County's DBH.

14 2.7 **Applicable fees.** Contractor shall not charge any person served or third-party payers
15 any fee for service unless directed to do so by the Director at the time the person served is
16 referred for services. When directed to charge for services, Contractor shall use the uniform
17 billing and collection guidelines prescribed by DHCS.

18 Contractor will document DMC ineligibility for each person served prior to rendering
19 services.

20 The Contractor shall not submit a claim to, or demand or otherwise collect
21 reimbursement from, the person served or persons acting on behalf of the person served for
22 any SUD or related administrative services provided under this Agreement, except to collect
23 other health insurance coverage, share of cost, and co-payments (California Code of
24 Regulations, tit, 9 §1810.365(c)).

25 The Contractor must not bill persons served, for covered services, any amount
26 greater than would be owed if the County provided the services directly as per and otherwise
27 not bill the person served as set forth in 42 C.F.R. §468.106.

28

1 2.8 **Billing Rates.** County will periodically review rates for potential changes on a
2 schedule to be determined by County.

3 2.9 **Restrictions, limitations and conditions.** This Agreement shall be subject to any
4 restrictions, limitations, and/or conditions imposed by County or state or federal funding sources
5 that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement
6 is also contingent upon sufficient funds being made available to County or state or federal
7 funding sources for the term of this Agreement. If the federal or state governments reduce
8 funds, County agrees to meet with Contractor to discuss renegotiating the services required by
9 this Agreement.

10 2.10 **Funding.** Funding is provided by fiscal year. Any unspent fiscal appropriation does
11 not roll over and is not available for services provided in subsequent years. In the event that
12 funding for these services is delayed by State Controller, County may defer payments to
13 Contractor. The amount of the deferred payment shall not exceed the amount of funding
14 delayed by the State Controller to the County. The period of time of the deferral by County shall
15 not exceed the period of time of the State Controller's delay of payment to the County plus forty-
16 five (45) days.

17 2.11 **Additional Financial Requirements.** County has the right to monitor the
18 performance of this Agreement to ensure the accuracy of claims for reimbursement and
19 compliance with all applicable laws and regulations.

20 Contractor must comply with the False Claims Act employee training and policy
21 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United
22 States Department of Health and Human Services may specify.

23 Contractor agrees that no part of any federal funds provided under this Agreement
24 shall be used to pay the salary of any individual per fiscal year at a rate in excess of
25 Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel
26 Management), as from time to time amended.

27 2.12 **Covered Health Care Provider.** Contractor shall comply with 45 CFR 162.410(a)(1)
28 for any subpart that would be a covered health care provider if it were a separate legal entity.

1 For purposes of this paragraph, a covered health care provider shall have the same definition as
2 set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor
3 is in compliance with federal regulations.

4 **2.13 Prohibition on Redirection of Contracted Funds.**

5 (A) Contractor may not redirect or transfer funds from one funded program to
6 another funded program under which Contractor provides services pursuant to this
7 Agreement except through a duly executed amendment to this Agreement.

8 (B) Contractor may not charge services delivered to an eligible person under one
9 funded program to another funded program unless the person served is also eligible for
10 services under the second funded program.

11 **2.14 Accrual Accounting.** Contractor shall use the accrual method of accounting in
12 preparation of all financial documents, forms and reports. Accounting must be in accordance
13 with Generally Accepted Accounting Principles.

14 **2.15 Payment.** Payment shall be made by County to Contractor in arrears, for services
15 provided during the preceding month, within forty-five (45) days after the date of invoice receipt,
16 verification, and approval of Contractor's monthly invoices by County's DBH. Payment shall be
17 made upon certification or other proof satisfactory to COUNTY's DBH that services have
18 actually been performed by CONTRACTOR as specified in this Agreement.

19 County shall not be obligated to make any payments under this Agreement if the request
20 for payment is received by County more than sixty (60) days after this Agreement has
21 terminated or expired. Any compensation which is not expended by Contractor pursuant to the
22 terms and conditions of this Agreement shall automatically revert to County.

23 **2.16 Payment in full.** Contractor must accept, as payment in full, the amounts paid by
24 County. Contractor may not demand any additional payments from DHCS, person served, or
25 other third-party payers.

26 **2.17 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
27 expenses that are not specified as payable by the County under this Agreement. If contractor
28

1 fails to comply with any provision of this agreement, county shall be relieved of its obligation for
2 further compensation.

3 2.18 **Disallowed Expenses.** Contractor shall be responsible for expenses identified as
4 disallowed based on periodic County or State monitoring of clinical and fiscal records or
5 overpayments made to Contractor due to errors in claiming or documentation.

6 2.19 **Recoupsments.** The County reserves the right to enter into a repayment agreement
7 with Contractor, with total monthly payments not to exceed twelve (12) months from the date of
8 the repayment agreement, to recover the amount of funds to be recouped. The County has the
9 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
10 the repayment agreement. The repayment agreement may be made with the signed written
11 approval of County's DBH Director, or his or her designee, and respective Contractor through a
12 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
13 monthly billing for services rendered during the month, or the County may, in its sole discretion,
14 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
15 and County may seek reequital from any other means, including, but not limited to, a separate
16 contract or agreement with Contractor.

17 2.20 **Compliance.** If Contractor should fail to comply with any provision of this
18 Agreement, County shall be relieved of its obligation for further compensation. Contractor's and
19 County's obligations under this section shall survive the termination of this Agreement with
20 respect to services provided during the term of this Agreement without regard to the cause of
21 termination of this Agreement.

22 2.21 **Reporting Compliance.** If Contractor is not in compliance with periodic reporting
23 requirements as described in Exhibit H, Provider Reporting Requirements, then payments shall
24 be held until compliance is achieved.

25 2.22 **Quality Assurance.** For services rendered herein, Contractor shall assure that an
26 on-going quality assurance component is in place and is occurring. Contractor shall assure that
27 clinical records for each participant are of such detail and length that a review of said records
28 will verify that appropriate services were provided. If the record is unclear, incomplete, and/or

1 sas@fresnocountyca.gov
2 Fax: (559) 600-7674

3 **For the Contractor:**
4 See Exhibit A

5 4.2 **Change of Contact Information.** Either party may change the information in section
6 4.1 by giving notice as provided in section 4.3.

7 4.3 **Method of Delivery.** Each notice between the County and the Contractor provided
8 for or permitted under this Agreement must be in writing, state that it is a notice provided under
9 this Agreement, and be delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
11 Document Format (PDF) document attached to an email.

12 (A) A notice delivered by personal service is effective upon service to the recipient.

13 (B) A notice delivered by first-class United States mail is effective three County
14 business days after deposit in the United States mail, postage prepaid, addressed to the
15 recipient.

16 (C) A notice delivered by an overnight commercial courier service is effective one
17 County business day after deposit with the overnight commercial courier service,
18 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
19 the recipient.

20 (D) A notice delivered by telephonic facsimile transmission or by PDF document
21 attached to an email is effective when transmission to the recipient is completed (but, if
22 such transmission is completed outside of County business hours, then such delivery is
23 deemed to be effective at the next beginning of a County business day), provided that
24 the sender maintains a machine record of the completed transmission.

25 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
26 nothing in this Agreement establishes, waives, or modifies any claims presentation
27 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
28 of Title 1 of the Government Code, beginning with section 810).

1 **Article 5**

2 **Termination and Suspension**

3 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 5.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, the County may give written notice of the breach to the Contractor. The written
12 notice may suspend performance under this Agreement and must provide at least 30
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 5.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 5.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 5 is without penalty to or further obligation of the County.

27 5.5 **Contractor's Right to Compensation.** In the event this Agreement is terminated,
28 Contractor shall be entitled to compensation for all SUD services satisfactorily provided

1 pursuant to the terms and conditions of this Agreement through and including the effective date
2 of termination. This provision shall not limit or reduce any damages owed to the County due to a
3 breach of this Agreement by Contractor.

4 In no event shall any payment by the County constitute a waiver by the County of
5 any breach of this Agreement or any default which may then exist on the part of the Contractor.
6 Neither shall such payment impair or prejudice any remedy available to the County with respect
7 to the breach or default. The County shall have the right to demand of the Contractor a
8 repayment to the County of any funds disbursed to the Contractor under this Agreement, which
9 in the judgement of the County were not expended in accordance with the terms of this
10 Agreement. The Contractor shall promptly refund any such funds upon demand.

11 **5.6 Voluntary Termination of State-County Contract.** The County may terminate its
12 Agreement with DHCS at any time, for any reason, by giving sixty (60) days written notice to
13 DHCS. In the event the County's Agreement with DHCS is terminated, County may terminate
14 this Agreement. Contractor shall be paid for services provided to persons served up to the date
15 of termination.

16 **5.7 County's Rights upon Termination.** Upon termination for breach under this Article
17 5, the County may demand repayment by the Contractor of any monies disbursed to the
18 Contractor under this Agreement that, in the County's sole judgment, were not expended in
19 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
20 demand. This section survives the termination of this Agreement.

21 **Article 6**

22 **Independent Contractor**

23 **6.1 Status.** In performing under this Agreement, the Contractor, including its officers,
24 agents, employees, and volunteers, is at all times acting and performing as an independent
25 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
26 venturer, partner, or associate of the County.

1 Health Care Programs under either section 1128 or 1128A of the Social Security Act; that it has
2 not been convicted of a criminal offense related to the provision of health care items or services;
3 nor has it been reinstated to participation in the Federal Health Care Programs after a period of
4 exclusion, suspension, debarment, or ineligibility. If County learns, subsequent to entering into a
5 contact, that Contractor is ineligible on these grounds, County will remove Contractor from
6 responsibility for, or involvement with, County's business operations related to the Federal
7 Health Care Programs and shall remove such Contractor from any position in which
8 Contractor's compensation, or the items or services rendered, ordered or prescribed by
9 Contractor may be paid in whole or part, directly or indirectly, by Federal Health Care Programs
10 or otherwise with Federal Funds at least until such time as Contractor is reinstated into
11 participation in the Federal Health Care Programs. Further, the Contractor agrees to the
12 Disclosure of Criminal History and Civil Actions and Certification regarding debarment,
13 suspension and other responsibility matters primary covered transactions; Contractor must sign
14 an appropriate Certification regarding debarment, suspension, and other responsibility matters,
15 attached as Exhibit L, incorporated by reference and made part of this Agreement. Failure to
16 certify will render all provisions of this Agreement null and void and may result in immediate
17 termination of the Agreement.

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

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

1 related to the provision of health care items or services; and or (3) they have been
2 reinstated to participation in the Federal Health Care Programs after a period of
3 exclusion, suspension, debarment, or ineligibility.

4 (1) In the event the potential employee or subcontractor informs Contractor that
5 he or she is excluded, suspended, debarred or otherwise ineligible, or has been
6 convicted of a criminal offense relating to the provision of health care services, and
7 Contractor hires or engages such potential employee or subcontractor, Contractor
8 will ensure that said employee or subcontractor does not work, either directly or
9 indirectly relating to services provided to County.

10 (2) Notwithstanding the above, County at its discretion may terminate this
11 Agreement in accordance with Article 5, Termination And Suspension, of this
12 Agreement, or require adequate assurance (as defined by County) that no excluded,
13 suspended, or otherwise ineligible employee or subcontractor of Contractor will
14 perform work, either directly or indirectly, relating to services provided to County.
15 Such demand for adequate assurance shall be effective upon a time frame to be
16 determined by County to protect the interests of County persons served.

17 (C) Contractor shall verify (by asking the applicable employees and subcontractors)
18 that all current employees and existing subcontractors who, in each case, are expected
19 to perform professional services under this Agreement (1) are not currently excluded,
20 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
21 Programs; (2) have not been convicted of a criminal offense related to the provision of
22 health care items or services; and (3) have not been reinstated to participation in the
23 Federal Health Care Program after a period of exclusion, suspension, debarment, or
24 ineligibility. In the event any existing employee or subcontractor informs Contractor that
25 he or she is excluded, suspended, debarred or otherwise ineligible to participate in the
26 Federal Health Care Programs, or has been convicted of a criminal offense relating to
27 the provision of health care services, Contractor will ensure that said employee or
28

1 subcontractor does not work, either directly or indirectly, relating to services provided to
2 County.

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

8 (2) Notwithstanding the above, County at its discretion may terminate this
9 Agreement in accordance with the Article 5, Termination And Suspension, of this
10 Agreement, or require adequate assurance (as defined by County) that no excluded,
11 suspended or otherwise ineligible employee or subcontractor of Contractor will
12 perform work, either directly or indirectly, relating to services provided to County.
13 Such demand for adequate assurance shall be effective upon a time frame to be
14 determined by County to protect the interests of County persons served.

15 (D) Contractor agrees to cooperate fully with any reasonable request for information
16 from County which may be necessary to complete any internal or external audits relating
17 to this Agreement.

18 (E) Contractor agrees to reimburse County for the entire cost of any penalty imposed
19 upon County by the Federal Government as a result of Contractor's violation of the
20 terms of this Agreement.

21 (F) Contractor shall certify, prior to the execution of the Agreement, that the
22 Contractor does not employ or subcontract with providers or have other relationships
23 with providers Excluded from participation in Federal Health Care Programs, including
24 Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. § 438.610.
25 Contractor shall conduct initial and monthly Exclusion and Suspension searches of the
26 following databases and provide evidence of these completed services when request by
27 County, DHCS or the US DHHS:

28 (1) www.oig.hhs.gov/exclusions - LEIE Federal Exclusions

1 (2) www.sam.gov/portal/SAM - GSA Exclusions Extract

2 (3) www.Medi-Cal.ca.gov – Suspended & Ineligible Provider List

3 (4) <https://nppes.cms.hhs.gov/#/> - national Plan and Provider enumeration
4 System (NPPES)

5 (5) Any other database required by DHCS or DHHS.

6 (G) Contractor shall certify, prior to the execution of the Agreement, that Contractor
7 does not employ staff or individual contractors/vendors that are on the Social Security
8 Administration’s Death Master File.

9 (H) Contractor shall check the following database prior to employing staff or
10 individual contractors/vendors and provide evidence of these completed services when
11 required by County, DHCS or the US DHHS.

12 (1) <https://www.ssdmf.com/> - Social Security Death Master File

13 (I) Contractor is required to notify County immediately if Contractor becomes aware
14 of any information that may indicate their (including employees/staff and individual
15 contractors/vendors) potential placement on an exclusions list.

16 (J) Contractor shall screen and periodically revalidate all network providers in
17 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

18 (K) Contractor must confirm the identity and determine the exclusion status of all its
19 providers, as well as any person with an ownership or control interest, or who is an
20 agent or managing employee of the contracted agency through routine checks of federal
21 and state databases. This includes the Social Security Administration’s Death Master
22 File, NPPES, the Office of Inspector General’s List of Excluded Individuals/Entities
23 (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with
24 the requirements of 42 C.F.R. § 455.436.

25 (L) If a Contractor finds a provider that is Excluded, it must promptly notify the
26 County as per 42 C.F.R. § 438.608(a)(2)(4). Contractor shall not certify or pay an
27 Excluded provider with Medi-Cal funds, must treat payments made to an Excluded
28

1 provider as an overpayment, and any such inappropriate payments may be subject to
2 recovery.

3 **Article 9**

4 **Cultural and Linguistic Competency**

5 9.1 **Equal Access.** Contractor shall not discriminate against persons served based on
6 sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability,
7 mental disability, medical condition, genetic information, sexual orientation, marital status, age,
8 gender, gender identity, gender expression, or military or veteran status. Contractor shall ensure
9 that a limited and/or no English person served is entitled to equal access and participation in
10 federally funded programs through the provision of comprehensive and quality bilingual services
11 pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part
12 80) and Executive Order 12250 of 1979.

13 9.2 **Policies and Procedures.** Contractor is responsible to provide culturally competent
14 services. Contractor's policies, procedures and practices must be consistent with the principles
15 outlined and embedded in the organizational structure, as well as upheld in day-to-day
16 operations. Contractor's policies and procedures shall ensure compliance of any subcontracted
17 providers with these requirements.

18 9.3 **Interpreter Services.** Contractor shall be responsible for ensuring access and
19 appropriate use of trained interpreters for all limited and/or non-English proficient persons
20 served, including but not limited to assessing the cultural and linguistic needs of the person
21 served, training of staff on the policies and procedures, and monitoring its language assistance
22 programs. Contractor shall provide and pay for interpreting and translation services to persons
23 participating in Contractor's services who have limited or no English language proficiency,
24 including services to person who are deaf or blind. Interpreter and translation services shall be
25 provided as necessary to allow such persons served meaningful access to the programs,
26 services and benefits provided by Contractor. Interpreter and translation services, including
27 translation of Contractor's "vital documents" (those documents that contain information that is
28

1 critical for accessing Contractor's services or are required by law) shall be provided to persons
2 served at no cost to the person.

3 **9.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,
4 subcontractors, and/or partners who interpret or translate for a person served or who directly
5 communicate with a person served in a language other than English (1) have completed annual
6 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the
7 person served's language; (3) can effectively communicate any specialized terms and concepts
8 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic
9 principles. As requested by County, Contractor shall identify all who interpret for or provide
10 direct communication to any program person served in a language other than English and
11 identify when the Contractor last monitored the interpreter for language competence.

12 **9.5 Prohibition on Use of Minors.** Contractor shall not use minors as interpreters.

13 **9.6 CLAS Standards.** In compliance with the State-mandated Culturally and
14 Linguistically Appropriate Services standards as published by the Office of Minority Health, new
15 Contractors must submit to County for approval, within 60 days from the date of Agreement
16 execution, Contractor's plan to address all fifteen national cultural competency standards as set
17 forth in the "National Standards on Culturally and Linguistically Appropriate Services" (CLAS),
18 attached as Exhibit M, and incorporated by this reference. County's annual on-site review of
19 Contractor shall include collection of documentation to ensure all national standards are
20 implemented. As the national competency standards are updated, Contractor's plan must be
21 updated accordingly.

22 **9.7 Self-Assessment and CLAS Plan.** Contractor shall participate in the County's
23 efforts to promote the delivery of services in a culturally competent and equitable manner in
24 accordance with 42 CFR § 437.206(c)(2) to all person served, including those with limited
25 English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of
26 gender, sexual orientation or gender identity. Contractor shall complete and submit the county-
27 issued CLAS self-assessment annually. Contractor shall develop a cultural competency plan
28 and subsequent plan updates annually or as needed.

1 entities, including any assessed interest and penalties.

2 If Contractor, through an audit by the State or County, is found to be in violation of this
3 Agreement which results in the recoupment of funds paid to Contractor, County shall recapture
4 from Contractor the value of any services or other expenditures determined to be ineligible based
5 on the County or State monitoring results. Recoupments shall be processed according to section
6 2.19 of this Agreement.

7 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
8 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
9 California State Auditor, as provided in Government Code section 8546.7, for a period of three
10 years after final payment under this Agreement. This section survives the termination of this
11 Agreement.

12 10.3 **Public Records.** The County is not limited in any manner with respect to its public
13 disclosure of this Agreement or any record or data that the Contractor may provide to the
14 County. The County's public disclosure of this Agreement or any record or data that the
15 Contractor may provide to the County may include but is not limited to the following:

16 (A) The County may voluntarily, or upon request by any member of the public or
17 governmental agency, disclose this Agreement to the public or such governmental
18 agency.

19 (B) The County may voluntarily, or upon request by any member of the public or
20 governmental agency, disclose to the public or such governmental agency any record or
21 data that the Contractor may provide to the County, unless such disclosure is prohibited
22 by court order.

23 (C) This Agreement, and any record or data that the Contractor may provide to the
24 County, is subject to public disclosure under the Ralph M. Brown Act (California
25 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

26 (D) This Agreement, and any record or data that the Contractor may provide to the
27 County, is subject to public disclosure as a public record under the California Public
28

1 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
2 with section 6250) (“CPRA”).

3 (E) This Agreement, and any record or data that the Contractor may provide to the
4 County, is subject to public disclosure as information concerning the conduct of the
5 people’s business of the State of California under California Constitution, Article 1,
6 section 3, subdivision (b).

7 (F) Any marking of confidentiality or restricted access upon or otherwise made with
8 respect to any record or data that the Contractor may provide to the County shall be
9 disregarded and have no effect on the County’s right or duty to disclose to the public or
10 governmental agency any such record or data.

11 **10.4 Public Records Act Requests.** If the County receives a written or oral request
12 under the CPRA to publicly disclose any record that is in the Contractor’s possession or control,
13 and which the County has a right, under any provision of this Agreement or applicable law, to
14 possess or control, then the County may demand, in writing, that the Contractor deliver to the
15 County, for purposes of public disclosure, the requested records that may be in the possession
16 or control of the Contractor. Within five business days after the County’s demand, the
17 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor’s
18 possession or control, together with a written statement that the Contractor, after conducting a
19 diligent search, has produced all requested records that are in the Contractor’s possession or
20 control, or (b) provide to the County a written statement that the Contractor, after conducting a
21 diligent search, does not possess or control any of the requested records. The Contractor shall
22 cooperate with the County with respect to any County demand for such records. If the
23 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
24 CPRA or other applicable law, it must deliver the record or data to the County and assert the
25 exemption by citation to specific legal authority within the written statement that it provides to
26 the County under this section. The Contractor’s assertion of any exemption from disclosure is
27 not binding on the County, but the County will give at least 10 days’ advance written notice to
28 the Contractor before disclosing any record subject to the Contractor’s assertion of exemption

1 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
2 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
3 failure to produce any such records, or failure to cooperate with the County with respect to any
4 County demand for any such records.

5 **10.5 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand Dollars
6 (\$750,000) or more in Federal and Federal flow-through monies, Contractor agrees to conduct
7 an annual audit in accordance with the requirements of the Single Audit Standards as set forth
8 in 2 CFR Part 200. Financial audit reports must contain a separate schedule that identifies all
9 funds included in the audit that are received from or passed through the County. County
10 programs must be identified by Agreement number, Agreement amount, Agreement period, and
11 the amount expended during the fiscal year by funding source.

12 The audit must include a statement of findings or a statement that there were no
13 findings. If there were negative findings, Contractor must submit any required corrective action
14 plan, signed by an authorized individual, simultaneously with the audit report or as soon
15 thereafter as is available. Contractor agrees to take action to correct any material non-
16 compliance or weakness found as a result of such audit. County shall monitor implementation of
17 the corrective action plan as it pertains to services provided pursuant to this Agreement.

18 A single audit report is not applicable if Contractor's Federal contracts do not exceed
19 the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or Contractor's only funding
20 is through Drug Medi-Cal. If a single audit is not applicable, a program audit must be performed
21 and a program audit report with management letter shall be submitted by Contractor to County
22 as a minimum requirement to attest to Contractor's solvency.

23 Failure to perform the requisite audit functions as required by this Agreement may
24 result in County performing the necessary audit tasks, or at County's option, contracting with a
25 public accountant to perform said audit, or may result in the inability of County to enter into
26 future agreements with Contractor. All audit costs related to this Agreement are the sole
27 responsibility of Contractor.

28

1 Contractor shall make available all records and accounts for inspection by County,
2 the State of California, if applicable, the Comptroller General of the United States, the Federal
3 Grant Agency, or any of their duly authorized representatives, at all reasonable times for a
4 minimum of ten (10) years, in accordance with 42 CFR Part 438.3(h), from the finalized cost
5 settlement process or, if an audit by the Federal government or DHCS has been started before
6 the expiration of the ten (10) year period, records shall be maintained until completion of the
7 audit and final resolution of all findings.

8 Article 11

9 Disclosure of Self-Dealing Transactions

10 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
11 or changes its status to operate as a corporation.

12 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
13 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
14 "Self-Dealing Transaction Disclosure Form" (Exhibit N to this Agreement) and submitting it to
15 the County before commencing the transaction or immediately after.

16 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
17 a party and in which one or more of its directors, as an individual, has a material financial
18 interest.

19 Article 12

20 Federal and State Laws

21 12.1 **Conflict of Interest.** No officer, agent, or employee of County who exercised any
22 function or responsibility for planning and carrying out the services provided under this
23 Agreement shall have any direct or indirect personal financial interest in this Agreement.
24 Contractor shall comply with all Federal, State of California, and local conflict of interest laws,
25 statutes, and regulations, which shall be applicable to all parties and persons served under this
26 Agreement and any officer, agent, or employee of County.

1 12.2 **Disclosure of Ownership and/or Control Interest Information.** This provision is
2 only applicable if Contractor is a disclosing entity, fiscal agent, or managed care entity as
3 defined in 42 CFR §§ 455.101, 455.104, and 455.106(a)(1)(2).

4 Contractor shall provide information on ownership and controlling interests,
5 disclosures related to business transactions, and disclosures related to persons convicted of
6 crimes in the form and manner requested by the County, by the effective date, each time the
7 Agreement is renewed and within thirty (30) days of any change in ownership or controlling
8 interest of Contractor.

9 Contractor must disclose the following information requested in Exhibit O, Disclosure
10 of Ownership and Control Interest Statement, attached and incorporated by this reference:

11 (A) Disclosure of 5% or more ownership interest:

12 (1) In the case of corporate entities with an ownership or control interest in the
13 disclosing entity, the primary business address as well as every business location
14 and P.O Box address must be disclosed.

15 (2) In the case of an individual, the date of birth and Social Security Number
16 must be disclosed.

17 (3) In the case of a corporation with ownership or control interest in the
18 disclosing entity or in any subcontractor in which the disclosing entity has a five
19 percent (5%) or more interest, the corporation tax identification number must be
20 disclosed.

21 (4) For individuals with five percent (5%) or more direct or indirect ownership
22 interest of a disclosing entity, the individual shall provide evidence of completion of a
23 criminal background check, including fingerprinting, if required by law, prior to
24 execution of Agreement (42 C.F.R. § 455.434).

25 (B) Disclosures Related to Business Transactions:

26 (1) The ownership of any subcontractor with whom Contractor has had business
27 transactions totaling more than \$25,000 during the 12-month period ending on the
28 date of the request.

1 (2) Any significant business transactions between Contractor and any wholly
2 owned supplier, or between Contractor and any subcontractor, during the 5-year
3 period ending on the date of the request (42 C.F.R. § 455.105(b)).

4 (C) Disclosures Related to Person Convicted of Crimes:

5 (1) The identity of any person who has an ownership or control interest in the
6 Contractor or is an agent or managing employee of the Contractor who has been
7 convicted of a criminal offense related to that person's involvement in any program
8 under the Medicare, Medicaid, or Title XXI services program since the inception of
9 those programs (42 C.F.R. § 455.106).

10 (2) County shall terminate the enrollment of Contractor if any person with five
11 percent (5%) or greater direct or indirect ownership interest in the disclosing entity
12 has been convicted of a criminal offense related to the person's involvement with
13 Medicare, Medicaid, or Title XXI program in the last 10 years.

14 (D) Contractor must provide disclosure upon execution of Agreement, extension for
15 renewal, and within 35 days after any change in Contractor ownership or upon request
16 of County. County may refuse to enter into an Agreement or terminate an existing
17 Agreement with a Contractor if the Contractor fails to disclose ownership and control
18 interest information, information related to business transactions and information on
19 persons convicted of crimes, or if the Contractor did not fully and accurately make the
20 disclosure as required.

21 (E) Contractor must provide the County with written disclosure of any prohibited
22 affiliations under 42 C.F.R. §438.610.

23 **12.3 Disability Access.** New facilities shall be wheelchair accessible and provide access
24 to the disabled, consistent with CCR Title 9, § 10820. If a new facility will be utilized, a plan
25 ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and
26 document Contractor's compliance with the Rehabilitation Act of 1973 and Americans with
27 Disabilities Act of 1990 to ensure that persons served are provided services without regard to
28

1 purchased software, easements, patents)
2 Capital Lease \$5,000

3 Qualified fixed asset equipment is to be reported and approved by County. If it is
4 approved and identified as an asset it will be labeled with a County asset tag. A Fixed Asset Log
5 will be maintained by County's Asset Management System and inventoried annually until the
6 asset is fully depreciated. During the terms of this Agreement, Contractor's fixed assets may be
7 inventoried on the Inventory/Asset Log and compared to County's DBH Asset Inventory System.

8 14.2 **Sensitive Assets.** Certain purchases of less than Five Thousand and No/100
9 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) with over a
10 one (1) year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such
11 sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive
12 items as determined by County's DBH Director or designee but could include assets that require
13 special attention to ensure legal compliance due to HIPAA information. Contractor shall
14 maintain a tracking system on the items that are not required to be capitalized or depreciated.
15 The items are subject to annual inventory review by the County's DBH for compliance.

16 14.3 **Retention and Maintenance.** Assets shall be retained by County, as County
17 property, in the event this Agreement is terminated or upon expiration of this Agreement.
18 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
19 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
20 when fixed and inventoried assets are returned to County possession. Contractor is responsible
21 for returning to County all County owned undepreciated fixed and inventoried assets, or the
22 monetary value of said assets if unable to produce the assets at the expiration or termination of
23 this Agreement. Contractor further agrees to the following:

24 (A) Maintain all items of equipment in good working order and condition, normal wear
25 and tear expected;

26 (B) Label all items of equipment with County assigned program number, to perform
27 periodic inventories as required by County and to maintain an inventory list showing
28 where and how the equipment is being used in accordance with procedures developed

1 by County. All such lists shall be submitted to County within ten (10) days of any request
2 therefore; and

3 (C) Report in writing to County immediately after discovery, the loss or theft of any
4 items of equipment. For stolen items, the local law enforcement agency must be
5 contacted, and a copy of the police report submitted to County.

6 **14.4 Equipment Purchase.** The purchase of any equipment by Contractor with funds
7 provided hereunder shall require the prior written approval of County's DBH Director or
8 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
9 related to Contractor's services or activity under the terms of this Agreement. County's DBH
10 may refuse reimbursement for any costs resulting from equipment purchased, which are
11 incurred by Contractor, if prior written approval has not been obtained from County.

12 **14.5 Modification.** Contractor must obtain prior written approval from County's DBH
13 whenever there is any modification or change in the use of any property acquired or improved,
14 in whole or in part, using funds under this Agreement. If any real or personal property acquired
15 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
16 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
17 equal to the current fair market value of the property, less any portion thereof attributable to
18 expenditures of funds not provided under this Agreement. These requirements shall continue in
19 effect for the life of the property. In the event this Agreement expires, the requirements for this
20 Article shall remain in effect for activities or property funded with said funds, unless action is
21 taken by the State government to relieve County of these obligations.

22 **14.6 Asset Disposal.** The disposal of assets that are determined to be obsolete or
23 damaged must follow the County's disposal process. This includes recording the destruction of
24 an asset on the Certification of Destruction form and revision to the Physical Inventory Form.

25 **Article 15**

26 **General Terms**

27 **15.1 Modification.** Except as provided in Article 5, "Termination and Suspension," this
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 (A) Notwithstanding the above, non-material changes to services, staffing, and
4 responsibilities of the Contractor, as needed, to accommodate changes in the laws
5 relating to service requirements and substance use disorder treatment, may be made
6 with the signed written approval of County's DBH Director, or designee, and Contractor
7 through an amendment approved by County's County Counsel and the County's Auditor-
8 Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any
9 change to the maximum compensation amount payable to Contractor, as stated herein.

10 (B) In addition, changes to service rates on Exhibit J that do not exceed 3% of the
11 approved rate, or that are needed to accommodate state-mandated rate increases, may
12 be made with the written approval of the DBH Director or designee. These rate changes
13 may not add or alter any other terms or conditions of the Agreement. Said modifications
14 shall not result in any change to the maximum compensation amount payable to
15 Contractor, as stated herein.

16 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
17 under this Agreement without the prior written consent of the other party.

18 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
19 or related to this Agreement.

20 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
21 County, California. Contractor consents to California jurisdiction for actions arising from or
22 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
23 brought and maintained in Fresno County.

24 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
25 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
26 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
27 against either party.

28

1 15.6 **Separate Agreement.** It is mutually understood by the parties that this Agreement
2 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
3 Contractors understand that a separate Agreement is formed between each individual
4 Contractor and County.

5 15.7 **Addition/Deletion of Providers.** The County reserves the right at any time during
6 the term of this Agreement to add Contractors to and remove Contractors from the list contained
7 on Exhibit A. It is understood that any such additions and removals will not affect compensation
8 paid to the other Contractors, and therefore such additions and removals may be made by
9 County without notice or approval of other Contractors under this Agreement. The County's
10 DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual
11 written consent between the DBH Director and Contractor.

12 15.8 **Days.** Unless otherwise specified, "days" means calendar days.

13 15.9 **Headings.** The headings and section titles in this Agreement are for convenience
14 only and are not part of this Agreement.

15 15.10 **Severability.** If anything in this Agreement is found by a court of competent
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
18 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
19 intent.

20 15.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
21 not unlawfully discriminate against any employee or applicant for employment, or recipient of
22 services, because of race, religious creed, color, national origin, ancestry, ethnic group
23 identification, physical disability, mental disability, medical condition, genetic information, marital
24 status, sex, gender, gender identity, gender expression, age, sexual orientation, military status
25 or veteran status pursuant to all applicable State of California and federal statutes and
26 regulation.

1 (A) Contractor shall comply with California Government Code, § 2990 and CCR Title
2 2, Division 4, Chapter 5, in matters related to the development, implementation, and
3 maintenance of a nondiscrimination program.

4 (B) Contractor agrees to post in conspicuous places, notices available to all
5 employees and applicants for employment setting forth the provisions of the Equal
6 Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No.
7 11246.

8 (C) Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973
9 (29 USC § 794).

10 15.12 **Nepotism.** Except by consent of the DBH Director, or his or her designee, no person
11 shall be employed by Contractor who is related by blood or marriage to or who is a member of
12 the Board of Directors or an officer of Contractor.

13 15.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
14 of the Contractor under this Agreement on any one or more occasions is not a waiver of
15 performance of any continuing or other obligation of the Contractor and does not prohibit
16 enforcement by the County of any obligation on any other occasion.

17 15.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
18 between the Contractor and the County with respect to the subject matter of this Agreement,
19 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
20 publications, and understandings of any nature unless those things are expressly included in
21 this Agreement. If there is any inconsistency between the terms of this Agreement without its
22 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
23 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
24 exhibits.

25 15.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
26 create any rights or obligations for any person or entity except for the parties.

27 15.16 **Authorized Signature.** The Contractor represents and warrants to the County that:
28

1 (A) The Contractor is duly authorized and empowered to sign and perform its
2 obligations under this Agreement.

3 (B) The individual signing this Agreement on behalf of the Contractor is duly
4 authorized to do so and his or her signature on this Agreement legally binds the
5 Contractor to the terms of this Agreement.

6 **15.17 Electronic Signatures.** The parties agree that this Agreement may be executed by
7 electronic signature as provided in this section.

8 (A) An “electronic signature” means any symbol or process intended by an individual
9 signing this Agreement to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.

13 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this Agreement
15 for all purposes, including but not limited to evidentiary proof in any administrative or
16 judicial proceeding, and (2) has the same force and effect as the valid original
17 handwritten signature of that person.

18 (C) The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
20 Part 2, Title 2.5, beginning with section 1633.1).

21 (D) Each party using a digital signature represents that it has undertaken and
22 satisfied the requirements of Government Code section 16.5, subdivision (a),
23 paragraphs (1) through (5), and agrees that each other party may rely upon that
24 representation.

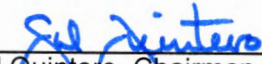
25 (E) This Agreement is not conditioned upon the parties conducting the transactions
26 under it by electronic means and either party may sign this Agreement with an original
27 handwritten signature.
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CONTRACTOR

COUNTY OF FRESNO

4 SEE FOLLOWING SIGNATURE PAGES



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

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

By: 

Deputy

11 For accounting use only:

12 Org No.: 56302081
13 Account No.: 7295/0
14 Fund No.: 0001
15 Subclass No.: 10000

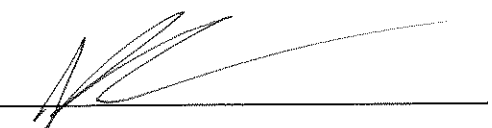
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Provider: **COMPREHENSIVE ADDICTION PROGRAMS, INC.**

By 

Print Name: Joshua Pichtel

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

Date: 5/18/2023

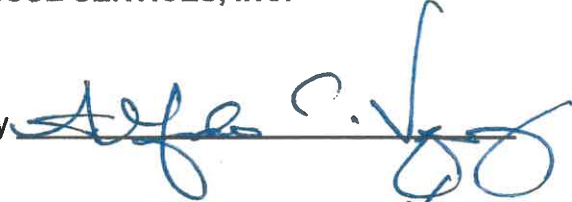
By 

Print Name: JOHN STEWART

Title: Assistant Secretary
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 5-18-2023

1 Provider: **FRESNO COUNTY HISPANIC COMMISSION ON ALCOHOL AND DRUG**
2 **ABUSE SERVICES, INC.**

3
4 By 

5
6 Print Name: ALFREDO C. VASQUEZ

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

9
10 Date: 5/23/23

11
12 By 

13
14 Print Name: Domingo Zapata

15
16 Title: Executive Director
Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: 5/24/23

1 Provider: **MENTAL HEALTH SYSTEMS, INC.**

2
3 James C Callaghan Jr
4 By James C Callaghan Jr (May 23, 2023 13:15 PDT)

5 Print Name: James C Callaghan Jr

6
7 Title: CEO/President
8 Chairman of the Board, President, or Vice President

9 Date: May 23, 2023

10
11
12 By  Tracey McDermott (May 23, 2023 13:34 PDT)

13 Print Name: tracey mcdermott

14
15 Title: CFO
16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18 Date: May 23, 2023

1 Provider: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**

2
3 By 

4
5 Print Name: RAYMOND BANKS

6
7 Title: CHIEF EXECUTIVE OFFICER

Chairman of the Board, President, or Vice President

8
9 Date: 5/24/23

10
11 By 

12
13 Print Name: WILLIAM GOODALL

14
15 Title: CFO

16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18 Date: 5-24-23

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Provider: WESTCARE CALIFORNIA, INC.

By Shawn Jenkins

Print Name: Shawn Jenkins

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

Date: _____

Attesting to the authority of the COO
to execute pursuant to
Resolution WCCA 2023-02

By Jim Henne

Print Name: Jim Henne

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

Date: 05/20/2023

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Residential-Withdrawal Management Room and Board Vendor List

VENDOR	CONTACT	PHONE NUMBER / FAX	EMAIL	TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-Profit Corporation	\$1,610,000	\$1,610,100	\$1,610,100	\$1,610,100
Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc. Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	Executive Director	(559) 268-6480	info@hispaniccommission.org	501(c)3 Non-Profit Corporation	\$300,000	\$300,000	\$300,000	\$300,000
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	CEO CFO	(858) 573-2600	contact@turnbhs.org	501(c)3 Non-profit Corporation	\$1,445,000	\$1,445,000	\$1,445,000	\$1,445,000
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, Ca 93290	Chief Executive Officer	(559) 732-8086	info@tpocc.org	501(c)3 Non-profit Corporation	\$550,000	\$550,000	\$550,000	\$550,000
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	\$2,150,000	\$2,150,000	\$2,150,000	\$2,150,000

Non-DMC Withdrawal Management Room and Board Vendor List

VENDOR		PHONE NUMBER		TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	CEO CFO	(858) 573-2600	contact@turnbhs.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
					\$6,055,000	\$6,055,100	\$6,055,100	\$6,055,100

** A list of current provider sites can be found at:
<https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services>

Exhibit B

Residential-Withdrawal Management

Room and Board

Scope of Work

Contractors, as listed in the Exhibit A, Residential-Withdrawal Management Room and Board Vendor List, to this Master Agreement shall provide room and board to support persons served receiving SUD residential treatment and withdrawal management services.

TARGET POPULATION

Contractor shall provide services to perinatal and non-perinatal adult and adolescent populations residing in Fresno County and eligible for services under the SUD system of care who are admitted to an SUD residential treatment program based on medical necessity and ASAM criteria.

SERVICES TO BE PROVIDED

Contractor shall provide room and board services to adults and adolescents residing in Fresno County and eligible for services under the SUD system of care, who meet access criteria for receiving SUD residential and withdrawal management services.

Room and Board for Residential Treatment and Withdrawal Management services is not eligible for reimbursement through DMC. These costs will be covered with other non-DMC funding sources.

REFERRAL AND INTAKE PROCESS

Contractor shall follow the referral and intake process for residential and withdrawal management services as outlined in the Fresno County SUD Provider.

PROGRAM DESIGN

Contractor shall maintain programmatic services as described herein and further described in the Fresno County SUD Provider Manual. Residential room and board services consist of:

Exhibit B

- Sleeping quarters supplied with an individual bed maintained in good condition, equipped with good springs and a clean mattress and supplied with sufficient clean bedding to include pillow(s), linens and blankets which are clean and in good condition, as appropriate. Bunkbeds may be utilized provided they meet these standards;
- Adequate space for person served to securely store their personal items;
- Telephone access;
- Privacy for person served;
- Medication storage and security to ensure appropriate access to person served's medications including over-the-counter and prescription medications for specific health conditions, including of medications for SUD, mental health, and physical health conditions in accordance with the Fresno County SUD Provider Manual;
- Sufficient lighting for each sleeping space and common areas;
- Welcoming environment;
- Sufficient number of restrooms and showers with a maximum ratio of one facility per eight (8) residents;
- No less than three meals per day and between meal snacks of a quality and quantity to meet the persons served needs;
- Kitchen facilities: refrigerator, stove, food storage, and dining space sufficient to serve all residents; and
- Laundry facilities.

Provider Staffing

Contractor must provide sufficient kitchen and janitorial staff to maintain the health and safety standards of the facility and address the needs of persons served.

Contractor must provide 24-hour care with trained personnel, including awake staff on the overnight shift to address persons served needs in residential settings.

Contractors that provide withdrawal management services shall also employ at least one registered, certified, licensed or license eligible staff member on duty 24 hours a day, seven days a week. In accordance with the 2020 Alcohol and/or Other Drug Program Certification Standards, the staffing ratio shall be one staff member on duty for every fifteen (15) persons served.

Physical Environment

Exhibit B

1 At a minimum, the residential quarters must meet the following standards:

- 2 • Programs where male and female residents are housed in the same facility, the provider
3 shall ensure minimal personal security and privacy which will include but not be limited
4 to: separate and adequate toilet, hand washing, and bathing facilities within proximity to
5 sleeping quarters
- 6 • Heating and cooling units must be in working order and sufficient to keep residents
7 comfortable at all times;
- 8 • Hot water available at faucets and showers and prominently labeled with warning signs if
9 water is at 131 degrees Fahrenheit or above. Hot water shall not be less than 105
10 degrees Fahrenheit and should not be more than 130 degrees Fahrenheit;
- 11 • Toilets, handwashing and bathing facilities must be maintained in safe and sanitary
12 operating conditions;
- 13 • Light fixtures that are operational and provide sufficient light output;
- 14 • Smoking of any kinds shall not be permitted inside the facility;
- 15 • Kitchen facilities must be kept clean and maintained;
- 16 • Smoke detectors and fire extinguishers must be installed in accordance with the local
17 Fire Marshal regulations and requirements;
- 18 • Exit doors must be clearly marked;
- 19 • A bloodborne pathogen and at least one first aid kit must be located in a common area
20 of the residential quarters;
- 21 • Emergency exit routes, emergency telephone numbers and disaster plans must be
22 clearly posted in common areas and reviewed at least annually;
- 23 • Facility must be free of health and safety hazards such as, but not limited to, broken
24 glass, debris, insects, chemicals, exposed electrical wires, peeling paint, broken plaster,
25 fumes or odors;
- 26 • Flooring must be kept clean and free of defects and tripping hazards; and
- 27 • Passageways should be clear of obstructions and hazards such as inadequate lighting.

28 **CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES**

Contractor shall comply with all requests regarding local, state, and federal performance
outcomes measurement requirements and participate in the outcomes measurement processes
as requested.

Exhibit B

REPORTING AND MONITORING REQUIREMENTS

Contractor shall complete all reporting activities as required by the County and described herein. Refer to Article 1 of this Agreement for additional information on reporting and monitoring.

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DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery

- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

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

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes

- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

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

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

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.

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SABG) SPECIFIC REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes Substance Use Disorder (SUD) treatment services available throughout the county to eligible persons served through funds provided under an Substance Abuse Block Grant (SABG) with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the SABG application, and any amendments thereto, including but not limited to the following:

1. 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. 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.

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.

D. 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.

E. 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.

F. ACCESS TO SERVICES

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

G. 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.

H. 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.

I. 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, person served 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) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at its request.

2. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with the Control 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.

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, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.

B. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1(herein referred to as Title 9).

C. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.

D. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.

E. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.

F. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. CFR, Title 45, Part 96, Block Grants.

H. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.

I. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

J. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

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

3. MINIMUM QUALITY DRUG TREATMENT STANDARDS

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

4. SALARY RESTRICTION

CONTRACTOR agrees that no part of any federal funds provided under this Contract shall be used by CONTRACTOR to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule as found online at: https://grants.nih.gov/grants/policy/salcap_summary.htm.

Executive salaries shall be provided to COUNTY in the annual Provider Risk Assessment and/or upon request.

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

Note that indirect costs can only be allocated to SABG contracted services using any of the following cost allocation methodologies; percentage of direct cost, percentage of direct salary cost, or federally-approved indirect cost rate.

5. PERINATAL PRACTICE GUIDELINES

CONTRACTOR shall comply with the perinatal program requirements as outlined in the current version of the Perinatal Practice Guidelines available online at:

<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

6. RESTRICTIONS ON USE OF SUBSTANCE ABUSE BLOCK GRANT (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 person served's file for review.

7. BARRIERS TO SERVICES

CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations. CONTRACTOR shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- A. Lack of educational materials or other resources for the provision of services.
- B. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- C. Institutional, cultural, and ethnicity barriers.
- D. Language differences.
- E. Lack of service advocates.
- F. Failure to survey or otherwise identify the barriers to service accessibility.
- G. Needs of persons with a disability.

8. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205. COUNTY shall review the merit and risk associated with each potential CONTRACTOR annually prior to making an award. COUNTY shall perform and document annual sub-recipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

9. CALIFORNIA OUTCOMES MEASUREMENT SYSTEM FOR TREATMENT (CALOMS-TX)

CONTRACTOR shall comply with the CalOMS-Tx data collection requirements for submission of data to COUNTY. CONTRACTOR shall submit admission, discharge, annual update, resubmission of records containing errors or in need of correction, and "provider no activity" report records in a format approved by COUNTY.

10. CAPACITY REPORTING

CONTRACTOR shall ensure that if their program reaches or exceeds 90 percent of dedicated capacity CONTRACTOR shall report this information to COUNTY and DHCSOWPS@dhcs.ca.gov within four days of reaching capacity.

11. DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)

CONTRACTOR shall submit monthly DATAR reports by the 5th of the month following the report activity month. CONTRACTOR shall be considered compliant if a minimum of 95 percent of required DATAR reports are received by the due date.

12. CHARITABLE CHOICE

CONTRACTOR shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. CONTRACTOR may not discriminate in its program delivery against a person served or potential person served 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 – Substance Use Disorder (SUD) Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR and include a copy of this policy in its 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 person served 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.

13. DRUG FREE WORKPLACE

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

14. SUBCONTRACT PROVISIONS

The following contract provisions are required to be included in all agreements verbatim by the Department of Health Care Services. Any references to “County” in the foregoing clauses shall apply to the CONTRACTORS noted in Exhibit A of this agreement.

A. ADDITIONAL CONTRACT RESTRICTIONS

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

B. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. NO UNLAWFUL USE OR UNLAWFUL MESSAGE REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

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.

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

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. DEBARMENT AND SUSPENSION

COUNTY shall not subcontract with or employ any party listed on 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.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs 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).

F. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

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

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

1. Trading Partner Requirements

a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County 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, County agrees that it will participate in such test modifications.

3. Adequate Testing

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

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary 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 it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

These regulations 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.

I. COUNSELOR CERTIFICATION

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

J. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/cas/standards>

CONTRACTOR must comply with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall provide effective, equitable, understandable and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

K. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. TUBERCULOSIS TREATMENT

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

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

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

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. 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.

N. TRIBAL COMMUNITIES AND ORGANIZATIONS

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

O. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

P. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

Q. ADOLESCENT BEST PRACTICES GUIDELINES

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

R. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

County 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. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

T. FEDERAL LAW REQUIREMENTS

1. 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.
2. 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E)

U. STATE LAW REQUIREMENTS

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. ADDITIONAL CONTRACT RESTRICTIONS

1. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

2. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

W. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

1. County 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.

2. County 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, or (d) video remote language interpreting services.

15. FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

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 person served 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).

D. If CONTRACTOR subcontracts or employs an excluded party, COUNTY and DHCS have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

1) By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

2) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(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 application/proposal/agreement 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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty

that seriously affects its business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(d) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(f) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(g) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

E. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DBH Program Contract Manager.

F. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

G. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DBH may terminate this Agreement for cause or default.

16. SMOKING-FREE WORKPLACE CERTIFICATION

(Applicable to federally funded agreements and subcontracts, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an

administrative compliance order on the responsible party.

C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

17. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for persons served with physical or mental disabilities are provided to all persons served in accordance with CFR Title 45, Part 84 and the American with Disabilities Act.

18. 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.



Smartcare Software and Hardware Requirements for Customer Workstations

Last Updated: 3/11/2022

Operating System(s) Supported:

- Windows 10 or later.
- Apple IOS 11+

Browsers Supported:

- Google Chrome
- Microsoft Edge (Windows only)

Hardware Requirements:

- 2.0+ GHz multi-core processor.
- 8GB of free RAM
- 10GB of free disk space
- Broadband (10MBps+) Internet Connection

Document Scanning Hardware:

- TWAIN-Compatible Sheet Fed scanner directly connected to the workstation. Our partner supports many brands and can provide a compatibility testing link upon request.

Insurance Card Scanning Hardware:

- Ambir ImageScan Pro 490i Duplex ID Card and Document Scanner

Signature Pad Hardware and Software:

- SmartCare supports Topaz-branded USB signature pads directly connected to the workstation. T-LBK460-HSB-R is the recommended model.
- Topaz SIGWEB drivers (available from Topaz).

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____
 County in the use of an electronic signature in _____ County.

The undersigned 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 Alcohol and Drug Administrator 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 _____

PROVIDER REPORTS

**Fresno County
Department of Behavioral Health**

Substance Use Disorder Services

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
ASAM Level of Care (LOC)	Tracks level of care determined at screening, assessment, and reassessment and actual LOC referred to.	Avatar	Reports are imported monthly to Avatar via excel template or directly into Avatar through the ASAM LOC form. Template provided by DBH.		20 th of the month		
DATAR	Provides capacity and utilization information on publicly funded SUD programs.	DHCS Webpage			5th of following month		
Monthly Status Report (MSR)	Managed care requirement. Used to monitor network adequacy standards. Provides status on DMC programs and is used to update provider directory.	sas@fresnocountyca.gov	<p>Template provided by DBH.</p> <ul style="list-style-type: none"> Provider shall enter information per modality. If provider offers multiple levels of care within a modality, provider is to use the program ID with the lowest LOC (e.g., for residential, enter info under 3.1 instead of 3.5). Providers are asked to report departing counselors via MSR as soon as they become aware of the upcoming change. 		15th of following month		
Wait List*	Provides information on length of waittime for admission into a residential program.	sas@fresnocountyca.gov	Applicable to residential providers only		15th of following month		
Ineligible Persons Screening	Checks for clinicians' eligibility to provide services based on sanctions or exclusion status.	sas@fresnocountyca.gov	Template provided by DBH		15th of current month		
Missed Appointments	Collects missed appointment data.	Avatar			15 th of following month		
Grievance Log	DHCS requirement. Collects grievances at SUD programs.	mcare@fresnocountyca.gov	Template provided by DBH		15th of following month		
Operational Expense Review (OER)*	Tracks provider expenses and monitors whether reported costs are allowable.	sas@fresnocountyca.gov	Template provided by DBH		25th of following month		

PROVIDER REPORTS

**Fresno County
Department of Behavioral Health**

Substance Use Disorder Services

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
Network Adequacy Certification Tool (NACT)	Used to monitor network adequacy standards.	sas@fresnocountyca.gov	Template provided by DBH			Feb 1	
Culturally and Linguistically Appropriate Services (CLAS) self-assessment and CLAS plan	Used to monitor adherence to the National CLAS Standards which are intended to advance health equity, improve quality, and help eliminate health care disparities.	sas@fresnocountyca.gov	Template provided by DBH			TBD	
Americans with Disabilities Act (ADA) self-assessment	Used to monitor compliance with legislation that prohibits discrimination against people with disabilities.	sas@fresnocountyca.gov	Template provided by DBH			TBD	
Cost Report*	Identifies costs and charges related to program.	sas@fresnocountyca.gov	Due annually; date set by DHCS and DBH			TBD	
Risk Assessment	Mandated questionnaire used to determine a provider's risk category classification.	Electronic copy: sas@fresnocountyca.gov Hard copy: Department of Behavioral Health Substance Use Disorder Services Attn: Fiscal Analyst 3133 N Millbrook Ave Fresno, CA 93703	Due annually; date set by DBH			TBD	

Additional Reports

Report	Purpose	Submit to	Notes	Weekly	Monthly	Annual	As Needed
Logic Manager	Incident reporting system	Logic Manager	<ul style="list-style-type: none"> Providers are required to complete an online report of any incidents that compromise the health and safety of clients, employees or community members. Reports must be submitted within 48 hours of an incident. 				X
Access Form	Collects timeliness data.	Avatar	<ul style="list-style-type: none"> Complete form at the time that an individual requests SUD treatment Instructions are posted at our SUD Services Provider Page 				X
Notice of Adverse Benefit Determination (NOABD)	Managed care requirement. NOABD letters provide information to Medi-Cal persons served about their appeal rights and other rights under the Medi-Cal program.	mcare@fresnocountyca.gov	<ul style="list-style-type: none"> Timeframes vary. Refer to MHSUDS IN #18-010E: https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx Templates provided by DBH, available at the Provider page: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/substance-use-disorder-providers 				X

*Excluding NTP-only Providers

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

Residential/Withdrawal Management Room and Board Compensation

Approved Rates by Modality/Provider

	Day Rate			
Withdrawal Management 3.2	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Comprehensive Addiction Programs	48.54			
Mental Health Systems	74.61			
WestCare Fresno - Mens	54.58			
WestCare Fresno - Womens	54.58			
WestCare Fresno - Perinatal	54.58			
Residential 3.1	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Comprehensive Addiction Programs	53.25			
Fresno County Hispanic Commission	87.67			
Mental Health Systems	82.95			
Turning Point - Quest House	102.56			
WestCare - Bakersfield	29.76			
WestCare Fresno - Mens	56.91			
WestCare Fresno - Womens	53.82			
WestCare Fresno - Perinatal	51.97			
Residential 3.3	FY 23/24	FY 24/25	FY 25/26	FY 26/27
WestCare Fresno	55.75			
Residential 3.5	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Comprehensive Addiction Programs	52.01			
Mental Health Systems	82.95			
Turning Point - Quest House	99.44			
WestCare - Bakersfield	32.20			
WestCare Fresno - Mens	54.07			
WestCare Fresno - Perinatal	55.24			
WestCare Fresno - Womens	57.94			

Exhibit K

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit K

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under “Data Security” clause of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit K

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit K

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

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://sam.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)

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 beneficiaries 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 beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to beneficiaries 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 beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).
7. Organizations must make available easily understood beneficiary-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, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual beneficiary'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 beneficiary 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 beneficiaries.
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.

Exhibit N

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit N

(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 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) / Social Security Number		Telephone Number ()	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- | | | |
|--|------------|--------------------------|
| <p>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?</p> | YES | NO |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <p>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?</p> | YES | NO |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <p>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)</p> | YES | NO |
| <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 (primary, every business location, and P.O. Box address) 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	DOB	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	DOB	ADDRESS	PROVIDER

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
---	-------

Signature	Date
-----------	------

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF 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 in the facility now and the previous 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.

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

0980fadx

Exhibit Q
Data Security

1. Definitions

Capitalized terms used in this Exhibit Q have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit Q.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit Q.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit Q.

Exhibit Q
Data Security

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit Q;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit Q Data Security

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit Q, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit Q Data Security

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit Q. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: 559-600-5900, followed promptly by email at the following email address: incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit Q, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit Q, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

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In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit Q.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit Q, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit Q.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit Q. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit Q, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit Q to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit Q may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit Q and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit Q or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit Q shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit Q is intended to confer, nor shall anything in this Exhibit Q confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.