

**AMENDMENT II TO AGREEMENT**

THIS AMENDMENT is made and entered into this 7th day of May , 2019, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **CALIFORNIA HEALTH COLLABORATIVE**, and whose remit to address is 1680 West Shaw Avenue, Fresno, CA 93711-3504, hereinafter referred to as "**CONTRACTOR**" ( collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 16-430, effective July 1, 2016, as amended by Amendment I, effective June 20, 2017, collectively referred to as the Agreement; and

WHEREAS the parties desire to amend the Agreement, regarding changes as stated below and restate the Agreement in its entirety.

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

1. That the paragraph of Section 1. CONTRACTOR 'S RESPONSIBILITIES of existing COUNTY Agreement No. 16-430-1, as set forth in the original Agreement (16-430) beginning on page Two (2), Line Eleven (11) with the word "Contractor" and ending on page Two (2), Line Fifteen (15) with the word "service." be deleted and the following inserted in its place:

"E. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system compatible with Primary Prevention Substance Use Disorder Data Services (PPSDS) for the provision of submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall complete required PPDS data entry for prevention/service activity by the date of occurrence on an ongoing basis throughout each month."

2. That Section 10. HOLD HARMLESS of existing COUNTY Agreement No. 16-430-1, as set forth in the original Agreement (16-430) beginning on page Nine (9), Line Twenty Three (23) beginning with the word "HOLD" and ending on page Ten (10), Line Four (4) ending with the word "Contractor" be deleted and the following inserted in its place:

**“10. HOLD HARMLESS**

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,

1 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses  
2 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
3 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
4 agents, or employees under this Agreement, and from any and all costs and expenses (including  
5 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,  
6 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of  
7 CONTRACTOR, its officers, agents, or employees under this Agreement.

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

10 3. That Section 11. INSURANCE of existing COUNTY Agreement No. 16-430-1, as set  
11 forth in the original Agreement (16-430) beginning on page Ten (10), Line Five (5) beginning with the  
12 word "INSURANCE" and ending on page Eleven (11), Line Twenty Two (22) ending with the word  
13 "better" be deleted and the following inserted in its place:

14 **11. INSURANCE**

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

19 A. **Commercial General Liability**

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

25 B. **Automobile Liability**

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

1                   C.        Professional Liability

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

5                   D.        Worker's Compensation

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

8                   E.        Molestation

9                   Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
10 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall  
11 be issued on a per occurrence basis.

12                  F.        Cyber Liability

13                  Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,  
14 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is  
15 undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving  
16 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade  
17 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,  
18 release of private information, alteration of electronic information, extortion and network security. The  
19 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well  
20 as credit monitoring expenses with limits sufficient to respond to these obligations.

21                  Additional Requirements Relating to Insurance

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

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

6 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
8 foregoing policies, as required herein, to the assigned analyst at the County of Fresno, Department of  
9 Behavioral Health, Contracts Division – SUD Services at 3133 N Millbrook Avenue, Fresno, California,  
10 93703, stating that such insurance coverages have been obtained and are in full force; that the County of  
11 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for  
12 such worker's compensation insurance the CONTRACTOR has waived its right to recover from the  
13 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that  
14 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names  
15 the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
16 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
18 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
19 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
20 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

27 4. That Section 17. COMPLIANCE WITH LAWS AND POLICIES of existing COUNTY  
28 Agreement No. 16-430-1, as set forth in the Amendment (16-430-1) beginning on page Two (2), Line

1 Thirteen (13) with the word "COMPLIANCE" and ending on page Three (3), Line Two (2) with the word  
2 "Agreement" be deleted and the following inserted in its place:

3                   **17. COMPLIANCE WITH LAWS AND POLICIES**

4                   CONTRACTOR shall comply with all applicable laws, ordinances and regulations in the  
5 performance of its obligations under this Agreement and guidelines applicable to CONTRACTOR's  
6 performance under this Agreement and any local ordinances, regulations, or policies applicable. Such  
7 provisions include, but are not restricted to:

8                   A.       CONTRACTOR shall submit accurate, complete and timely claims and cost  
9 reports, reporting only allowable costs.

10                  B.       CONTRACTOR shall comply with statistical reporting and program evaluation  
11 systems as provided in State of California regulations and in this Agreement.

12                  C.       CONTRACTOR shall comply with SUBSTANCE ABUSE PREVENTION AND  
13 TREATMENT (SAPT) – PREVENTION SPECIFIC REQUIREMENTS identified on Exhibit J, attached  
14 hereto and incorporated herein by reference.

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

19                  5.       That Section 19. STATE ALCOHOL AND DRUG REQUIREMENTS, Section 20.  
20 FEDERAL CERTIFICATIONS and 21. DRUG-FREE WORKPLACE of existing COUNTY Agreement  
21 No. 16-430-1, as set forth in the original Agreement (16-430) beginning on page Sixteen (16), Line  
22 Twenty (20) with the word "STATE" and ending on page Twenty One (21), Line Twelve (12) with the  
23 number "8350" be deleted and the following inserted in its place:

24                   **19. [RESERVED].**

25                   **20. [RESERVED].**

26                   **21. [RESERVED].**

27                  6.       That Section 27. CHARITABLE CHOICE of existing COUNTY Agreement No. 16-430-1,  
28 as set forth in the original Agreement (16-430) beginning on page Twenty Four (24), Line Three (3) with

1 the word "CHARITABLE" and ending on page Twenty Four (24), Line Sixteen (16) with the word  
2 "objection" be deleted and the following inserted in its place:

3 **"27. [RESERVED]"**

4 7. That the paragraph of Section 32. REPORTS of existing COUNTY agreement No. 16-  
5 430-1, as set forth in the original Agreement (16-430) beginning on page Twenty Nine (29), Line Twelve  
6 (12) with the word "CalOMS" and ending on page Twenty Nine (29), Line Seventeen (17) with the word  
7 "year" be deleted and the following inserted in its place:

8 1. PPSDS- Contractors and/or subcontractors receiving SABG Primary Prevention  
9 Set-Aside funding shall input planning, service/activity and evaluation data into the service. When  
10 submitting data, Contractor shall comply with the PPSDS Quality Standards.

11 ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-  
12 PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf))

13 a. Contractor shall report services/activities by the date of occurrence on an  
14 ongoing basis throughout each month. Contractor shall submit all data for each month no later than the  
15 10th day of the following month.

16 b. In order to ensure that all persons responsible for prevention data entry  
17 have sufficient knowledge of the Prevention Data Quality Standards, all new users of the service,  
18 whether employed by the Contractor or its subcontractors, shall participate in prevention data collection  
19 and reporting training prior to inputting any data."

20 c. If Contractor is unable to submit PPSDS data due to system or service  
21 failure or other extraordinary circumstances of PPSD that affects its ability to submit timely PPSDS  
22 data, Contractor shall report the problem to the PPSDS Help Desk at (916) 552-8933 or  
23 [PrimaryPvSUDData@dhcs.ca.gov](mailto:PrimaryPvSUDData@dhcs.ca.gov) and also notify the assigned DBH Staff Analyst via email and to  
24 [SAS@co.fresno.ca.us](mailto:SAS@co.fresno.ca.us).

25 d. If Contractor is unable to submit PPSDS data due to system or service  
26 failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS  
27 Prevention Analyst, the assigned DBH Staff Analyst via email and to [SAS@co.fresno.ca.us](mailto:SAS@co.fresno.ca.us) prior to the  
28 data submission deadline and must identify the proposed new date."

1       8. That Section 40. UNLAWFUL USE OF DRUGS AND ALCOHOL of existing COUNTY  
2 Agreement No. 16-430-1, as set forth in the amendment (16-430-1) beginning on page Three (3), Line  
3 Seven (7) with the word "UNLAWFUL" and ending page Three (3), Line Twenty Two (22) with the word  
4 "message" be deleted and the following be inserted in its place:

5           **"40. [RESERVED]."**

6       9. That Section 41. SMOKING PROHIBITION REQUIREMENTS of existing COUNTY  
7 Agreement No. 16-430-1, as set forth in the original Agreement (16-430) beginning on page Thirty Four  
8 (34), Line One (1) with the word "SMOKING" and ending on page Thirty Four (34), Line Four (4) with  
9 the word "Law" be deleted and the following be inserted in its place:

10           **"41. [RESERVED]."**

11       10. That Section 43. TRAFFICKING IN PERSONS PROVISIONS-PRIVATE ENTITY of  
12 existing COUNTY Agreement No. 16-430-1, as set forth in the amendment (16-430-1) beginning on  
13 page Four (4), Line One (1) with the word "Trafficking" and ending on page Four (4), Line Twenty Six  
14 (26) with the word "Training" be deleted and the following be inserted in its place:

15           **"43. [RESERVED]."**

16       11. That Section 46. CONFIDENTIALITY OATH of existing COUNTY Agreement No. 16-  
17 430-1, as set forth in the amendment (16-430-1) beginning on page Five (5), Line Six (6) with the  
18 number "Confidentiality" and ending on page Five (5), Line Eleven (11) with the word "agreement" be  
19 deleted and the following be inserted in its place:

20           **"46. [RESERVED]."**

21       COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend Agreement  
22 #16-430, Amendment I #16-430-1 and, that upon execution of this Amendment, the Agreement,  
23 Amendment I, and Amendment II together shall be considered the Agreement.

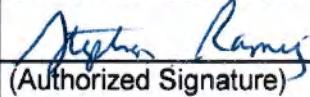
24       The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
25 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
26 in full force and effect. This Amendment II shall be effective upon execution.

27       ///

28       ///

1 EXECUTED AND EFFECTIVE as of the date first above set forth.  
2

3 **CONTRACTOR:**  
4 California Health Collaborative

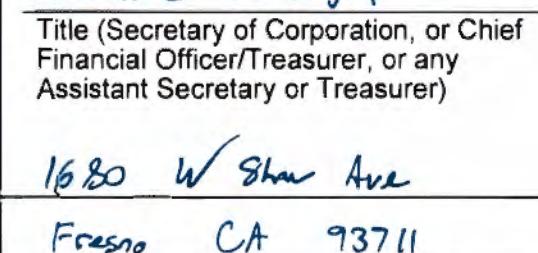
5   
(Authorized Signature)

6   
7 Print Name & Title (Chairman of Board, or  
President, or CEO)

8   
9 (Authorized Signature)

10   
11 Print Name

12   
13 Title (Secretary of Corporation, or Chief  
Financial Officer/Treasurer, or any  
Assistant Secretary or Treasurer)

14   
15 1680 W Shaw Ave  
16 Fresno CA 93711  
17 Mailing Address

18 FOR ACCOUNTING USE ONLY:  
19

20 ORG No.: 56302081  
21 Account No.: 7295  
22 Requisition No.:  
23

24 **COUNTY OF FRESNO**

25   
26 Nathan Magsig, Chairman of the Board  
27 of Supervisors of the County of Fresno  
28

29 **ATTEST:**

30 Bernice E. Seidel  
31 Clerk of the Board of Supervisors  
32 County of Fresno, State of California  
33

34 By:   
35 Susan Bishop  
36 Deputy

## **SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) –PREVENTION SPECIFIC REQUIREMENTS**

### **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, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

#### **B. INDEPENDENT CONTRACTOR**

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

#### **C. CONTROL REQUIREMENTS**

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

#### **D. CONFIDENTIALITY**

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

#### **E. REVENUE COLLECTION POLICY**

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

#### **F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS**

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

#### **G. ACCESS TO SERVICES**

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

#### H. REPORTS

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

#### I. AUDITS

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

#### J. RECORDS MAINTENANCE

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

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

### **2. FEDERAL CERTIFICATIONS**

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

#### INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1) 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".

2) 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).

a. 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.

b. 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.

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

d. 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.

e. 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.

f. 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.

3) 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).

## B. AUDIT

CONTRACTOR shall grant DBH-SUD Services, State of California (if applicable), the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of audits, examinations, excerpts and transactions. The CONTRACTOR must retain all such required records for three (3) years after CONTRACTOR makes final payment and all other pending matters are closed.

## **3. SMOKING PROHIBITION REQUIREMENTS**

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

## **4. CONFIDENTIALITY OATH**

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Exhibit I, 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.

## **5. CULTURALLY COMPETENT SERVICES**

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

## **6. ADA CONSIDERATIONS**

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

## **7. ADDITIONAL CONTRACT RESTRICTIONS**

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

## **8. HATCH ACT**

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

## **9. UNLAWFUL USE OF DRUGS AND ALCOHOL OR UNLAWFUL USE MESSAGES**

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

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Exhibit G, 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.

## **10. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

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

## **11. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS CONTRACTORS**

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

## **12. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

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

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

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

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

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

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

## **13. BYRD ANTI-LOBBYING AMENDMENT**

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or

any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### **14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

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

#### **15. FEDERAL LAW REQUIREMENTS**

CONTRACTORS shall comply with the following Federal law requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

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

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

**1) Trading Partner Requirements**

- a. No Changes: CONTRACTOR hereby agrees that for the personal health information (PHI), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal Health and Human Services Transaction Standard Regulation [45 CFR Part 162.915(a)].
- b. No Additions: CONTRACTOR hereby agrees that for PHI, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45CFR Part 162.915 (b)].
- c. No Unauthorized Uses: CONTRACTOR hereby agrees that for PHI, it shall not use any code or data elements that are marked 'not used' in the in the HHS Transactions Implementation specification or are not in the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (c)].
- d. No Changes to Meaning or Intent: CONTRACTOR hereby agrees that for PHI, it shall not change the meaning or intent of the HHS Transaction Standard's implementation specification [45CFR Part 162.915 (d)].

**2) Concurrence for Test Modifications to HHS Transaction Standards**

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

3) Adequate Testing

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

4) Deficiencies

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

5) Code Set Retention

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

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 Agreement. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

N.

**16. STATE LAW REQUIREMENTS**

CONTRACTOR shall comply with the following State law requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8, commencing with Section 10800.
- D. No state or Federal funds shall be used by COUNTY, or CONTRACTOR, for sectarian worship, instruction, and/or proselytization. No state funds

shall be used by CONTRACTOR, or CONTRACTOR, to provide direct, immediate, or substantial support to any religious activity.

- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

## **17. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH**

### **PROFICIENCY**

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

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

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

## **18. CHARITABLE CHOICE**

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DBH Contracts Division - SUD Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection. **In addition, CONTRACTOR shall comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.**

## **19. RISK ASSESSMENT**

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

document annual subrecipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

## **20. CONTROL REQUIREMENTS**

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

- A. HSC, Division 10.5, Part 2 commencing with Section 11760.
- B. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
- C. Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
- D. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
- E. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
- F. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
- G. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
- H. Title 42, CFR, Sections 8.1 through 8.6.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A - E).
- J. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- K. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

## **21. DRUG FREE WORKPLACE**

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