AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and each Provider listed in Exhibit A, "List of Providers" attached hereto and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS", and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 15-300, effective July 1, 2015, hereafter 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 following text in the Agreement, Page Three (3), beginning with Paragraph Four (4), COMPENSATION and found on Line Seventeen (17) and ending on Page Seven (7), Line Eight (8) with the word "CONTRACTORS" be deleted and the following inserted in its place:

"4. **COMPENSATION**

A. For claims submitted for services rendered under this Agreement, COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive compensation for costs associated with the delivery of Sober Living Housing services provided by CONTRACTOR(S) in accordance with the cost per bed slot, maximum annual compensation and number of allocated bed slots specified in Exhibit C. In no event shall the total compensation for actual services performed under this Agreement for Fiscal Year 2015-16 exceed One Hundred Ninety-Two Thousand and No/100 Dollars ($192,000.00). In no event shall the total compensation for actual services performed under this Agreement for Fiscal Year 2016-17 exceed One Hundred Ninety-Four Thousand Eight Hundred Eighty and No/100 Dollars ($194,880.00). In no event shall the total compensation for actual services performed under this Agreement for Fiscal Year 2017-18 exceed Two Hundred Fifty Thousand and

No/100 Dollars ($250,000.00). In no event shall the total compensation for actual services performed under this Agreement for Fiscal Year 2018-19 exceed Two Hundred Fifty-Three Thousand Seven Hundred Fifty and No/100 Dollars ($253,750.00). In no event shall the total compensation for actual services performed under this Agreement for Fiscal Year 2019-20 exceed Two Hundred Fifty-Seven Thousand Five Hundred Fifty-Six and No/100 Dollars ($257,556.00). Annual reimbursement per bed per day shall not exceed the CONTRACTOR(S) daily rate established in Exhibit C regardless of the total maximum compensation of this Agreement.

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

In no event shall the total compensation for actual services exceed the rate per bed slot established in Exhibit C up to the maximum contract amount listed. Annual increases of no more than 1.5% of the previous year's cost per daily bed rate will be reimbursed to CONTRACTOR(S) who requested it per Exhibit B.

Compensation for Sober Living Services shall be reduced based on the length of stay as described in Exhibit B. Beginning with day one (1) through day sixty (60) reimbursement shall be 100% of the daily bed rate. Day sixty-one (61) through day ninety (90) will be reimbursed at the rate of 75% of the daily bed rate. County approved extensions beyond day ninety (90) will be reimbursed at 50% of the daily bed rate.

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

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

reimburse CONTRACTOR(S) for services performed.

C. PAYMENTS – CONTRACTOR(S) may not exceed the above stated maximum allocated bed days for the department. CONTRACTOR(S) shall complete the year end cost report in accordance to Section Twenty-Eight (28), RECORDS, subsection C, and Section Twenty-Nine (29) REPORTS – SUBSTANCE USE DISORDER SERVICES, of this Agreement at the end of the fiscal year to reflect the actual cost and reimbursement for services provided. Regardless of the contract maximum, CONTRACTOR(S) will be reimbursed only for actual costs up to the negotiated bed day rate herein. Within forty-five (45) days of the reconciliation by COUNTY, CONTRACTOR(S) shall make payment to COUNTY or COUNTY shall reimburse CONTRACTOR(S) as appropriate.

Payment by COUNTY shall be in arrears, based on CONTRACTOR's monthly invoices submitted for services provided during the preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's monthly invoices by COUNTY's DBH, Contracts Division – SUD Services. If payment for services are denied or disallowed by State and subsequently resubmitted to COUNTY by CONTRACTOR(S), payments will not be issued to CONTRACTOR(S) until COUNTY has received reimbursement from State for said services.

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

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

F. PUBLIC INFORMATION – CONTRACTOR(S) shall disclose its funding source in all public information; however, this requirement of disclosure of funding source shall not be

required in spot radio or television advertising.

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

H. POLITICAL ACTIVITY – CONTRACTOR(S) shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

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

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

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

J. COST OF LIVING ADJUSTMENTS – CONTRACTOR(S) shall not utilize any funds provided under the Agreement for cost of living adjustments to CONTRACTOR(S)' employee compensation in excess of what is approved in the budget submitted with the RFA response."

2. That the following text in the Agreement, Page Eight (8), beginning with Paragraph Seven (7), MODIFICIATION and found on Line Twenty-Five (25) and ending on Page Nine, Line Seven (7) with the word "manner" be deleted and the following inserted in its place:

"7. **MODIFICATION**

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

Notwithstanding the above, changes to Section One (1), SERVICES, and Section Four (4), COMPENSATION, as needed to accommodate changes in State and Federal Law relating to mental health and substance use disorder treatment services may be made with the signed written approval of COUNTY's DBH Director or designee and CONTRACTOR(S) through an amendment approved by County Counsel and Auditor. Changes to line items in the budget, as set forth in Exhibit B, that do not exceed 10% of the maximum compensation payable to CONTRACTOR(S), may be made with the written approval of COUNTY's DBH Director or designee, and CONTRACTOR(S). Changes in the line items in the budget that exceed 10% of the maximum compensation payable to the CONTRACTOR(S), may be made with signed written approval of the COUNTY's DBH Director or designee and CONTRACTOR(S) through an amendment approved by County Council and Auditor. Said budget line item changes shall not result in any change to the annual maximum compensation amount payable to CONTRACTOR(S), as stated in the agreement.

CONTRACTOR(S) further understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any manner."

3. That the following text in the Agreement, Page Fourteen (14), beginning with Paragraph Fifteen (15), COMPLIANCE WITH LAWS AND POLICIES found on Line Twenty-Six (26) and ending on Page Fifteen, Line Twelve (12) with the word "Agreement" be deleted and the following inserted in its place:

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

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

A. For renewal of multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contract where Fresno County is the sole client, the administrative and employee benefits costs should be both reasonable and necessary for the administration of the program.

B. CONTRACTOR(S) shall furnish client records in accordance with the applicable Federal and State regulations, and with the Standards for Alcohol and Drug Treatment Programs set forth by the State Department of Alcohol and Drug Programs, including in such records a treatment plan for each client, and evidence of each service rendered.

C. CONTRACTOR(S) shall submit accurate, complete and timely claims and cost reports, reporting only allowable costs.

D. CONTRACTOR(S) shall comply with statistical reporting and program evaluation systems as provided in State of California regulations and in this Agreement.

E. CONTRACTOR(S) shall comply with requirements contained in the State-County Contract with DHCS by this reference incorporated herein, until such time that a new State-County Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract shall automatically be incorporated into this Agreement."

4. That the following paragraphs are being added to the Agreement as Paragraphs Forty-Five (45) to Forty-Eight (48) on Page Forty-Eight (48), Line Twenty-One (21).

"45. <u>UNLAWFUL USE OF DRUGS AND ALCOHOL</u>

CONTRACTOR(S) shall ensure that information provided to clients contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with CONTRACTOR(S). Additionally CONTRACTOR(S) 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(S) shall maintain that any unlawful use of drugs and alcohol is illegal and dangerous.

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

COUNTY shall enforce the requirement of "No Unlawful Use" set forth by DHCS and requires CONTRACTOR(S) to enforce the requirement as well.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR(S) 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.

46. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

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

47. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

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

48. <u>CONFIDENTIALITY OATH</u>

CONTRACTOR(S) shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Exhibit X, before they begin employment with CONTRACTOR(S) and shall renew said document annually thereafter. CONTRACTOR(S) 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. That the remaining Paragraph (Paragraph 45 "ENTIRE AGREEMENT") shall be re-numbered sequentially to read as Paragraph Forty-Nine (49).

6. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement No. 15-300 and Amendment I together with the Agreement shall be considered the Agreement.

7. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in full force and effect. This Amendment I shall be effective on July 1, 2017.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-16-295 as of the day and year first hereinabove written.

ATTEST:

PROVIDER(S)

SEE EXHIBIT A.

COUNTY OF FRESNO

By _____
Brian Pacheco, Chairman
Board of Supervisors

Date: 6-20-17

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

Date: 6-20-17

APPROVED AS TO LEGAL FORM:
DANIEL CEDERBORG, COUNTY COUNSEL

By _____

Date: _____

OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By _____

Date: 5/30/17

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By _____
Dawan Utecht, Director
Department of Behavioral Health

Date: 5/19/17

The following is for COUNTY's use:

Fund/Subclass: 0001/10000

Organization: 56302081

Account/Program: 7295/0

jc

Provider: **KING OF KINGS COMMUNITY CENTER**

By Jesse Rodriguez Jr.

Print Name: JESSE RODRIGUEZ JR

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

Date: 5-22-17

By Dennis D. Mn

Print Name: Dennis D. MN

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

Date: 5/23/17

Provider: **WESTCARE CALIFORNIA, INC.**

By _____

Print Name: Shawn A. Jenkins

Title: Sr VP

Chairman of the Board, President, or Vice President

Date: 5-22-17

Attesting to authority of Sr. VP to bind under Resolution WCCA 2017-01

By _____ 05/21/2017

Print Name: Jim Hanna

Title: Corporate Secretary/General Counsel

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

Date: _____

PROVIDERS

FRESNO COUNTY SOBER LIVING SERVICES PROVIDERS
1. King of Kings Community Center 2302 Martin Luther King Jr. Blvd Fresno, CA 93706 Attn: Executive Director
2. WestCare California, Inc. 1505 N. Chestnut Avenue Fresno, CA 93703 Attn: Senior Vice President
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

COUNTY OF FRESNO
REQUEST FOR APPLICATION

HOUSING – SOBER LIVING ENVIRONMENT

CLOSING DATE OF APPLICATION WILL BE AT 2:00 P.M., ON 03/11/2015
DEPARTMENT OF BEHAVIORAL HEALTH
SUBSTANCE USE DISORDER SERVICES
515 S. CEDAR AVE, BUILDING 320
FRESNO, CA 93702
FAX: (559) 600-6089
ATTN:
SHARON ERWIN, STAFF ANALYST III
(559) 600-6061

SOBER LIVING SERVICES

SCOPE OF WORK

ALCOHOL AND DRUG-FREE

HOUSING – SOBER LIVING ENVIRONMENT

INTRODUCTION

The County of Fresno, Department of Behavioral Health (DBH), Contracts Division – Substance Use Disorder Services (SUDS) is requesting Applications for its Sober Living Services for adult males and females who are concurrently enrolled in a County-contracted Outpatient Alcohol and/or Other Drug (AOD) Treatment program. The community-based applicants shall provide acceptable alcohol and drug-free housing, including three (3) meals per day, in a sober living environment.

The agency or organization shall be in conformance with all county and local laws, and be a non-profit agency. The agency providing Sober Living services shall be operational and able to provide services as proposed effective July 1, 2015. The applicant shall be affiliated with a licensed residential treatment program operating in Fresno County.

The County of Fresno is in the process of developing a broad continuum of services at different levels of care. The Sober Living Environment services are one element of that continuum; therefore, agencies must be willing to be flexible with partnering and coordinating with other providers and services which are part of that continuum.

Sober Living environments are intended to provide alcohol and drug-free support for the maintenance of a clean and sober lifestyle. Persons residing in the Sober Living facility are expected to be actively engaged in becoming self-sufficient. To facilitate this objective and encourage the resident's autonomy, the County of Fresno will implement a systematic reduction of reimbursement for Sober Living services. The County of Fresno will fully reimburse costs of the Sober Living services for the first sixty (60) days (day 1 – day 60). For day sixty-one (61) through day ninety (90) the resident is expected to pay 25% of the rate and the County will reimburse the remaining 75% of the rate. Residents that have prior approval for an extension beyond ninety (90) days and have successfully completed their outpatient treatment program will be expected to pay 50% of the rate. The County will reimburse costs for the remaining 50% of the rate for day ninety-one (91) through the approved extension period.

Residents who successfully complete their Outpatient treatment episode can obtain an extension for up to an additional thirty (30) days of Sober Living services, at the 50% County reimbursement rate, if the program meets the following requirements:

- An extension request must be approved by County one (1) week prior to Outpatient treatment completion; and

- The Sober Living resident must have a successful completion for the Outpatient treatment program, as defined by ADP Bulletin 10-08, "*Criteria for Discharging Treatment Clients using the CalOMS-Tx Completion Discharge Statuses*", as Code 1 or Code 2.

For residents who have not requested an extension, the Sober Living agency will be eligible for County reimbursement for no more than one (1) day after the participant's completion of their Outpatient treatment episode.

Currently there are no state or federal licensures or certification required for Sober Living Environment (SLE) programs; the County will only contract with those agencies that also operate a State-licensed residential treatment program within Fresno County and meet or exceed Level One (1) standards of the National Association of Recovery Residences as described in Attachment A. The County prefers to have SLE placement options at various levels of care to enhance our continuum of services. The applicant(s) must be a non-profit agency or organization.

I. TARGET POPULATION

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

II. SERVICE EXPECTATIONS

A Sober Living environment (SLE) applicant must be ready to begin providing services effective July 1, 2015. The successful applicant(s) will provide Sober Living environment services in conformity and compliance with: (1) all local zoning and occupancy ordinances; (2) the County Agreement, which includes County policies and procedures; (3) Office of Management and Budget (OMB) Circular A-87 "*Cost Principles for State, Local and Indian Tribal Governments*"; and (4) OMB Circular A-122 "*Cost Principles for Non-Profit Organizations*"; and (5) Cultural and Linguistically Appropriate Services (CLAS) standards. Additionally, operators shall also obtain a fire clearance and/or have a current fire clearance to operate a Sober Living facility and shall comply with all occupancy ordinances and procedures.

The SLE shall maintain a complete daily census of all participants served and all statistical information required by Fresno County, including but not limited to date participant entered SLE, date Outpatient Treatment program was completed, date of County-approved SLE extensions and date of SLE exit. The census will be submitted monthly with the SLE's invoice. In addition, the program shall maintain complete records of services and provide all the data necessary for reporting to the State of California, referral sources and the County, including waiting list information.

The SLE shall fully describe its existing procedure for continuous quality management and improvement with supporting documentation, as well as an evaluation component to determine program effectiveness.

The application shall include a cost per daily bed slot. Annual reimbursement of services will not be paid in excess of the cost per daily bed slot established in the executed agreement. Applicants have the option to receive an annual cost of living increase of no more than 1.5% of the previous year's cost per bed slot. To receive the increase, applicants must request and justify it in their application narrative.

III. LENGTH OF TREATMENT

The minimum length of Sober Living housing shall be one (1) day and the maximum length shall not exceed one (1) day beyond discharge from the resident's Outpatient Treatment program, up to ninety (90) total days. Upon advance County approval, a resident of the Sober Living facility may reside in the program thirty (30) days beyond discharge from the Outpatient Treatment program. This option only applies to clients who successfully complete the Outpatient Treatment program as described above, and have obtained County approval for extension in advance.

The Sober Living provider shall obtain approval from DBH Contracts Division - SUDS to extend a client's residency beyond the successful completion of their Outpatient Treatment program in writing at least one (1) week prior to the resident's successful completion of the Outpatient Treatment program. Extensions may be requested via email at: SAS@co.fresno.ca.us.

A. The successful applicant(s) will provide food and shelter in a residence which is self-governed by the participants and conforms to the Fresno County Sober Living contract requirements. The living environment shall be clean, sanitary and safe. Participants pledge total abstention from alcohol and illicit drugs as a non-negotiable condition of their continued residence.

   Scope of Services:

   - Shelter and food, which includes three meals per day;
   - Sober Living facility shall be the participant's primary residence while enrolled;
   - The successful applicant(s) shall develop an internal verification and tracking process that ensures residents are enrolled and attending their outpatient treatment program;
   - Sober Living provider must be able and willing to exchange information of clients enrolled in their Sober Living services with outpatient treatment providers;
   - Ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and sensitive classes that adhere to the National Standards of Culturally and Linguistically Appropriate Services (CLAS) URL: http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15
   - Sober Living environment agencies must maintain a complete census of all participants served and all statistical information required by Fresno County, DBH Contracts Division – SUDS; and
   - Provide participant with access to resources to locate permanent housing.

B. Services are designed to assist eligible residents of Fresno County to:

- Lead a productive alcohol and drug-free lifestyle; and
- Be self-sufficient.

IV. MANAGEMENT PLAN

Submit an organizational plan and management structure adequate and appropriate for overseeing the proposed services.

V. AWARD CRITERIA

CAPABILITY AND QUALIFICATIONS

A. The County will contract with all applicants that meet the RFA requirements for a combined total of no more than thirty (30) Sober Living bed slots. Initially, a total of sixteen (16) Sober Living bed slots will be approved for contracting with the remaining fourteen (14) beds slots added as needs increase. The allocation for each agency will be determined based on the following:

1. Do the service descriptions address all the areas identified in the RFA? Will the proposed services satisfy County's needs and to what degree?
2. The agency submitting the application shall demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service.
3. The amount of demonstrated experience in providing the services desired in a California County.
4. Applicant meets or exceeds Level One (1) standards of the national Association of Recovery Residences as described in Attachment A.

COPIES

Submit one (1) original of your Request for Application no later than the RFA closing date and time as stated on the front of this document to County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder Services, 515 South Cedar Avenue, Building 320, Fresno, CA 93702, Attention: Sharon Erwin.

ISSUING AGENT

This RFA has been issued by the County of Fresno, Department of Behavioral Health (DBH), Contracts Division – Substance Use Disorder Services (SUDS). The DBH Contracts Division – SUDS shall be the vendor's sole point of contact with regard to the RFA, its content, and all issues concerning the RFA.

INTERPRETATION OF RFA

Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFA and fully inform themselves as to the quality and character of services required. Any change in the RFA will be made only by written addendum, duly issued by DBH Contracts Division – SUDS. The County DBH Contracts Division – SUDS will not be responsible for any other explanations or interpretations.

RIGHT TO REJECT REQUEST FOR APPLICATION

The County DBH Contracts Division – SUDS reserves the right to reject any and all RFAs and to waive informalities or irregularities in the RFA.

PROCEDURE FOR REQUEST FOR APPLICATION
The Fresno County Alcohol and Drug program Administrator or designee will implement the following process by which County staff will solicit and accept new applications from prospective Sober Living program providers:

Each year, prior to July 1, DBH – SUDS will review applications and program activity to determine whether a need exists for additional program services and/or providers for Sober Living Environment. As demand increases the DBH Director will have the discretion to increase beds and/or add new providers.

TERM
The initial agreement shall be July 1, 2015 through June 30, 2018 with two (2) additional twelve (12) month periods upon mutual consent of the parties.

TERMINATION
This agreement may be terminated by the County at any time upon a thirty (30) day written notice.

Exhibit C

APPLICATION FOR SOBER LIVING ENVIRONMENT SERVICES

County of Fresno, Department of Behavioral Health, Contracts Division - Substance Use Disorder Services

Applicant Name:	King of Kings Community Center	Mailing Address (if different):	SAME
Address:	2302 Martin L. King, Jr. Blvd.	Address:	SAME
City:	Fresno	City:	
State:	CA	State:	
Telephone:	(559)442-0400	Telephone:	
Zip Code:	93706	Zip Code:	

Application Filed by (check all that apply):

- ☐ Sole Proprietor
- XXXX ☐ Corporation
- ☐ For-Profit
- ☐ Partnership
- XXXX ☐ Non-Profit
- ☐ County-Operated

Provider shall agree to comply with the Request for Application Sober Living Environment Services scope of work and requirements of the RFA.

Please attach a response to A1, A2, and A3, found in Exhibit B, Section IV, Award Criteria.

SOBER LIVING HOUSING SERVICES		FOR COUNTY USE ONLY	
Number of proposed beds available per day:	06	Amount requested by provider:	$ -
Number of proposed annual bed days (Units of Service):	2190	Approved maximum contract amount for FY 2015-16:	$58,627.00
Cost per bed day (Units of Service):	$26.77		

PROGRAM INFORMATION

Program Name:	King of Kings Transitional Support C Street House	Remit to Address (if different):	King of Kings Community
Address:	557 C Street	Address:	2302 Martin L. King, Jr. Blvd.
City:	Fresno	City:	Fresno
State:	CA	State:	CA
Telephone:	(559)442-0400	Telephone:	(559)442-0400
Zip Code:	93706	Zip Code:	93706

Name(s) and location(s) of other proposed sober living service sites owned or operated by the applicant(s):

C Street House 557 C Street, Fresno, California 93706

Name	Address	City	State	Zip Code
Name	Address	City	State	Zip Code

Program Director: ROBERT SINGLETON Telephone: (559)442-0400

Signature: Robert Singleton Date: March 10, 2015

Exhibit C

RFA HOUSING – SOBER LIVING ENVIRONMENT

King Of Kings

COMMUNITY CENTER'S
Administration Office
2302 Martin L. King Jr. Blvd.
Fresno, California 93706-4135
(559) 442-0400, Fax (559) 442-0401
E-Mail: Adminkok1@netzero.net

JESSE RODRIGUEZ, JR.
CHAIRMAN OF THE BOARD OF DIRECTORS

ROBERT SINGLETON
EXECUTIVE DIRECTOR

March 10, 2015

Ms. Sharon Erwin, Staff Analyst III
County of Fresno Department of Behavioral Health (DBH)
Contracts Division – Substance Use Disorder Services (SUDS)
515 South Cedar Avenue, Building 320
Fresno, California 93702-3604

Dear Ms. Erwin:

The King of Kings Community Center is a non-profit, community based organization, incorporated by the State of California, in the County of Fresno. We are pleased to submit our bid for the County of Fresno's **Housing - Sober Living Environment, Request for Application.**

The services will be provided for men (only).

Our address and telephone number (including our agency's fax number) is:

King of Kings Community Center
2302 Martin Luther King Jr., Boulevard
Fresno, California 93706-4135
Office Telephone: (559)442-0400, Fax Telephone: (559)442-0381

If you have any questions regarding this Request of Application, please do not hesitate to contact Mr. Robert Singleton, Executive Director at (559) 442-0400. If you need to contact Mr. Singleton utilizing E-mail, his E-mail address is Rob1kok@netzero.net.

Sincerely,

Jesse Rodriguez Jr.

Jesse Rodriguez, Jr.
Chairperson, Board of Directors

RJ:raa

RFA NO. 561109508

IV. A-1 SERVICE DESCRIPTION:

The King of Kings Community Center is a non-profit community based organization that has continued to provide transitional support/sober living environment housing services for adult men in the County of Fresno for more than twenty-two (22) years.

In 1993, King of Kings was the first agency in Fresno to establish a Sober-Living Home. The primary purpose of the Sober-Living Home was to establish transitional support services, provide an alcohol and drug-free environment and support for the maintenance of a alcohol and/or drug free lifestyle. This facility was located in West Fresno.

The Transitional Support Component/Sober Living Facility provides an environment to assist men transition into and maintain sobriety. The transitional support component/sober living facility provides:

- Shelter and food, that includes three (3) meals per day;
- A primary residence for the male participant(s) who maybe currently enrolled in a County-contracted Outpatient Alcohol and/or Other Drug (AOD) Treatment Program;
- An environment that is clean, sanitary and safe;
- A component that is self-governed by the male participants; and
- Male participants that pledge total abstinence from the use of alcohol and/or other drugs.

The King of Kings Transitional Support Component/Sober Living facility **will meet** the needs that are addressed in the County of Fresno's Department of Behavioral Health (DBH),

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Contracts Division – Substance Use Disorder Services (SUDS) Request for Application **Housing – Sober Environment** by providing sober living services at 557 "C" Street, Fresno, California 93706-3806.

The "C" Street facility was established in 1998 and has continued to provide transitional support/sober living housing and referrals for ancillary services.

Therefore, the facility is operational and able to provide services as proposed in the Request for Application effective July 1, 2015 and upon the execution of the contract agreement.

The housing – sober living environment services will be provided to adult male residents of the County of Fresno, age 18 or over who are concurrently enrolled and are participating in a County contracted Outpatient Alcohol and/or Other (AOD) Treatment Program.

The King of Kings Transitional Support Component is affiliated with the King of Kings Men's Recovery Home. The Men's Recovery Home is licensed and certified by the State of California Department of Health Care Services (formerly the Alcohol and Drug Programs) to operate and maintain an adult residential alcohol and/or drug abuse recovery or treatment facility ***(please see Attachment A).***

The King of Kings Community Center's Men's Recovery Home has maintained current licensing and alcohol and/or other drug program certification from the State of California since 1980.

Housing – Sober Living Environment services provided by staff of the King of Kings Com-

RFA HOUSING – SOBER LIVING ENVIRONMENT

munity Center's Transitional Support Component/Sober Living Environment facility are designed to assist the male participant to:

- Lead a productive alcohol and drug-free lifestyle; and
- Become self-sufficient.

As of November 2010, King of Kings has served more than 150 adult male consumers of the County of Fresno. The Transitional Support Component-Facility/Sober Living Environment is an environment that provides proactive support for men who are recovering from alcohol and/or other drugs.

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V. A-2 KING OF KINGS COMMUNITY CENTER'S SUBSTANCE USE DISORDER (SUD) TREATMENT PROGRAMS' DEMONSTRATED KNOWLEDGE AND AWARNESS OF PROBLEMS PROVIDING SERVICES:

The purpose of the King of Kings Community Center's Men's Transitional Support/Sober Living Facility is to provide a supportive environment that is free from the use of alcohol and/or other drugs. Otherwise individuals seeking sobriety and/or recovery from the problems they have experiences from their use of alcohol and/or other drugs would find themselves limited to housing space that is not conducive to recovery.

The King of Kings Community Center's Transitional Support Component/Sober Living Home includes services for adult males in the metro Fresno area and the County of Fresno. Where feasible, services are to be provided using gender specific responsive models.

As a service provider, the King of Kings Community Center shall use recognized best practices/evidenced based/model programming. It is our goal to provide housing – sober living environment services under the Service Expectations of the County of Fresno's **Request for Application Housing – Sober Living Environment** shall pertain to levels of services.

Scope of Services: The Scope of Services of the King of Kings Community Center and specific requirements that the King of Kings has established and will follow with regards to the general requirements of the County of Fresno's **Request for Application Housing – Sober Living Environment** include, but may not be limited to:

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1) **Providing shelter and food for the male participants which includes three (3) meals per day**;

2) While the male participants receive outpatient alcohol and/or other drug use treatment services from a County of Fresno contracted AOD Treatment Program, **it is the expectation of the male participant residing in the sober living facility to be actively engaged in becoming self-sufficient**;

3) **The King of Kings Transitional Support Component/Sober Living Facility shall be the male participant's primary residence while enrolled**. The services are designed to provide an alcohol and drug free environment with structure and supervision to further a participant's ability to improve and enhance his level of functioning;

4) The Senior Treatment Director/Counselor of the Men's Recovery Home **will be the designated staff person who will oversee the Transitional Support Component/Sober Living Facility**;

5) The Senior Treatment Director/Counselor of the Men's Recovery Home **will be the designated staff person who will ensure male participants are enrolled and are attending and participating in their outpatient treatment program/regimen**;

6) The Senior Treatment Director/Counselor will be the **designated staff person who will be able and willing to exchange information of the male participants en-**

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rolled in the Transitional Support/Sober Living Facility with the male participant's Outpatient Service Provider;

7) The Senior Treatment Director/Counselor will be the **designated staff person who will be responsible in meeting the unique participant needs by including equal access to those with disabilities, gender-specific services, and sensitive classes that adhere to the National Standards of Culturally and Linguistically Appropriate Services (CLAS)**;

8) The Senior Treatment Director/Counselor will **provide the participant with access to resources to locate permanent housing**; and

9) The Quality Assurance/Data Collection Specialist is the **designated staff member** who will assist the Senior Treatment Director/Counselor of the Men's Recovery Home **to maintain a complete census *(please see Attachment B)* of all male participants served and ensure that all statistical information required by the County of Fresno Department of Behavioral Health (DBH), Contract Division – Substance Use Disorder Services (SUDS) is completely accurate**.

In addition, residents who successfully complete their Outpatient treatment episode/regiment can obtain an extension of their ninety (90) days sober living housing services for up to an additional thirty (30) days of sober living housing services, at the 50%

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County reimbursement rate, if the King of Kings Community Center's Transitional Component/Sober Living Home meets the following requirements:

- An extension request must be approved by County one (1) week prior to Outpatient treatment completion; and
- The Sober Living resident must have a successful completion for the Outpatient treatment program, as defined by ADP Bulletin 10-08, *"Criteria for Discharging Treatment Clients using the CalOMS-Tx Completion Discharge Statuses"*, Code 1 or Code 2.

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Management Plan:

The organizational plan and management structure of the King of Kings Community Center and its Transitional Support Component/Sober Living Facility include professional staff trained in providing residential long-term (31-days or more) substance use disorder treatment services.

The staff members of the King of Kings Community Center listed below has demonstrated sufficient knowledge in the field of substance use disorder treatment services. The delineation of lines of authority for this project and for the agency is listed below:

- The Executive Director;
- The Senior Treatment Director/Counselor;
- Residential Support Staff; and
- One Administrative Quality Assurance/Data Collection Specialist.

Executive Director:

Mr. Robert Singleton has more than twenty-five (25) years of professional experience working in the field of Substance Use Disorder Treatment Services. He began serving in the capacity as the Executive Director of the King of Kings Community Center in November 2005.

The Executive Director oversees the overall administration of programmatic, financial, and management activities of the agency. Mr. Singleton will hire treatment

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staff, financial staff, oversee the budget process, monitor the organization's activities, and will insure the Board of Directors receives financial data.

The Executive Director provides basic data for cost accounting and for program budget monitoring.

The Executive Director works closely with the Treasurer of the Board of Directors, supervises plans and coordinates the work activities of the overall King of Kings organization. Mr. Singleton has:

- Twenty-five (25) years of Administrative experience and capabilities including budgeting responsibilities and personnel management;
- Demonstrated knowledge of applicable state and federal regulations;
- Twenty (20) years of experience supervising personnel; and
- Twenty-five (25) experience managing program budget including preparing and directing the preparation of budgets and costs reports.
- Certification in clinical supervision and alcohol and other drug use treatment counseling; and
- Twenty-five (25) years of experience providing direct alcohol and/or other drug treatment or recovery services.

The Executive Director reports to the Board of Directors.

Senior Treatment Director/Counselor:

Mr. Donald Walker, CADC II has more than twenty-six (26) years of experience of providing direct residential substance use disorder treatment services and will be

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responsible in overseeing the Transitional Support Component/Sober Living Facility. Mr. Walker's experience includes intake interviews, client exit conferences, and/or assessments of client's substance use disorder(s) (alcohol and/or other drug use problems).

Mr. Walker is certified by the California Consortium of Addictions Programs and Professionals (CCAPP) as a Certified Alcohol and Drug Counselor II CA and has vast experience in providing residential treatment services that also includes more than twenty (20) years of facilitating:

> Individual Treatment Sessions, Primary Group Counseling Sessions, Alcohol and Other Drug Education Sessions, Family/Significant Other(s) Group Sessions, Family/Significant(s) AOD Education Sessions, Treatment Planning, Collateral Sessions, Crisis Intervention, Exit Planning, Discharge Summary Preparation, Case Management, Anger Management, and ancillary referral services.

Mr. Walker also has more than three (3) years of college-level education in Human Services – Alcoholism and Drug Counseling and began overseeing the Transitional Support Component/Sober Living Facility "C" Street home in 1998.

Support Staff:

Residential support staff will be available on a twenty-four (24) hour basis to support the Senior Treatment Director/Counselor (Mr. Donald Walker, CADC II) and the male participants of the sober living facility.

Each employee must have First Aid, Adult and Infant CPR training and must have tuberculosis (TB) test clearance. TB tests must be completed for each employee not

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more than sixty (60) days prior to or seven (7) days after employment with TB testing renewable every year.

Administrative Quality Assurance/Data Collection Specialist:

The Administrative Quality Assurance/Data Collection Specialist is designated by and reports directly to the Executive Director. The duties include:

- Shall maintain complete census of participants, submit billing invoices and activity reports ***(please see Attachment C)***; and
- Provide quality assurance and technical assistance to the Senior Treatment Director/Counselor.

Minimum requirements are as follows:

The King of Kings has written guidelines specifying the requirements to be employed with the agency. Staff must have sufficient knowledge in the field of alcohol and/or other drug use treatment, principals of recovery, and counseling.

Administrative staff of the agency also insures that individuals seeking employment meet the minimum requirements. No more than one (1) year of college-level education may be substituted with alcohol and other drug counseling experience.

All documentation of work experience and education must and will be verified. The agency has written guidelines specifying the requirements to be employed by the agency.

No counseling staff employed by the agency shall have a history or evidence of alcohol and/or other drug use for no less than two (2) years prior to their date of hire

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for the position of counselor. If the counselor indicates he/she is recovering, he/she shall have two years of continuous sobriety.

Program/Project Managers/Directors shall have a minimum of four (4) years continuous sobriety if recovering.

The King of Kings Community Center has a commitment to recruit and retain highly skilled and trained staff sensitive to the unique needs of the at-risk substance abusing male consumers of the County of Fresno.

Awareness of the Problem Associated with AOD Treatment:

Outpatient services are provided as a nonresidential alcohol and/or other drug service in which a participant is provided a minimum of two counseling sessions per 30-day period. Outpatient services are designed to provide a participant with tools of recovery and assist the participant to utilized those tools in an alcohol and drug free environment with structure and supervision to further a participant's ability to improve his/her level of functioning.

It is the expectation that a significant number of clients will be transferring to the Outpatient (non-residential) service level upon completion of a primary level of care such as residential into intensive outpatient and/or intensive outpatient to relapse prevention level. Clients may be a direct referral/admission to the all three levels of outpatient services. Therefore, the agency will need to provide service levels that are flexible to meet client needs. It is the expectation that the outpatient service provider will have varying "tracks" (step down) developed to provide a continuum of outpatient services from intensive to lower level of care. Many male participants in outpatient treatment programs need more of a supportive plan of

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action. In that case, a more supportive option would be while in outpatient treatment that the participant live in a sober living home that provides a safe place for men who need more time in a drug-free environment away from temptation where they can continue to heal before returning home.

The King of Kings Community Center's Transitional Component/Sober Living Home offers a sober living option for those men who need it. The facility is conducive to healing and growth.

Few really understand what exactly a sober living home is unless they've lived in one or visited a family member or friend who was a resident. Most assume they are one step up from the projects with someone standing guard to make sure that residents don't use drugs or alcohol. The King of Kings Transitional Support Component/Sober Living Facility is a house that is inhabited by groups of people who's one thing in common is that they are newly in recovery, working with a continuity of care treatment regimen, and require an alcohol/drug-free living space.

The participants have "Participant's Rights and Responsibilities" ***(please see Attachment D)***. There is zero tolerance of the use of alcohol and/or other drugs and no alcohol or drugs are allowed on the premises in any form at any time ***(please see Attachment E)***. If a participant leaves for any reason, it is expected that they return sober and without having used any non-prescribed mood and/or mind altering substance(s).

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There are curfew restrictions that apply as well and there are responsibilities for the participants on-site ***(please see Attachments F & G)***.

Other than that, participants will be free to develop and/or continue enhancement of their individual recovery or treatment plan, individual therapy sessions and join relevant groups (i.e. outside self help support groups such as Alcoholics Anonymous and/or Narcotics Anonymous).

The King of Kings Community Center agrees to provide sober living services in conformity and compliance with:

- **All local City of Fresno zoning laws and occupancy ordinances;**
- **Having current fire clearances to operate a Sober Living Facility;**
- **The County of Fresno Agreement, which includes County policies and procedures;**
- **Office of Management and Budget (OMB) A-87, *"Cost Principles for State, Local and Indian Tribal Governments"*;**
- **OMB Circular A-122, "Cost Principles for Non-Profit Organizations";**
- **Cultural and Linguistically Appropriate Service (CLAS) Standards; and the**
- **Meeting or exceeding Level One (1) Standards of the National Association of Recovery Residences.**

The King of Kings Community Center also agrees to be in full compliance with the County of Fresno Department of Behavioral Health (DBH) Contracts Division – Substance Use Disorder Services' (SUDS) agreement/contract which may also include, but may not be

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limited to:

- **U.S. Department of Health and Human Services Public Health Services, 42 CFR Part 2 Confidential of Alcohol and Drug Abuse Patient Records; Final Rule (Federal Confidentiality Rules);**
- **Single Audit Act of 1984 (PL 98-502) and the Single Audit Act Amendments of 1996 (PL 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997).**

The King of Kings Community Center will also ensure that staff and any participant referred to the Transitional Support Component/Sober Living Facility sign necessary forms to facilitate the internal verification process that ensures adult male participants of the facility are enrolled and are attending their outpatient treatment program.

The Executive Director will ensure that any necessary Memorandum of Understanding is developed with the County of Fresno contracted Outpatient Drug-Free Treatment Program to maintain processes of communication and exchange of information with regards to the adult male participant's date of admittance, days and times of treatment sessions/groups, anticipated date of AOD treatment program completion, any present use of alcohol and/or other drugs and obtain a copy of the participant's discharge summary.

The Senior Treatment Director/Counselor will have the participant sign a Consent of Disclosure of Participant/Patient/Client Information Release of Confidentiality ***(please see Attachment H)*** agrees to be in full compliance with the County of Fresno Department of Behavioral Health Substance Abuse Services' agreement/contract.

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VI. A-3 KING OF KINGS COMMUNITY CENTER'S DEMONSTRATED EXPERIENCE IN PROVIDING SERVICES DESIRED IN A CALIFORNIA COUNTY:

The King of Kings Community Center currently has a contract with the County of Fresno Department of Behavioral Health, Contracts Division – Substance Use Disorder Services (SUDS) under Request for Application Number 561109508 and has been providing Sober Living Housing Services under that contract since February 2011. The agency has held and has had similar contracts renewed with the County of Fresno for more than thirty (30) years. The King of Kings Community Center's Men's Recovery Home has provided long-term (31-days or more) residential substance abuse treatment and sober living housing to male parolees of the County of Fresno. That contract was with the County of Fresno and the Parolee Services Network (PSN), Contract Agreement 03-257. The contract was awarded June 17, 2003, for Fiscal Years July 1, 2003 through June 30, 2004, with provision for two (2) additional twelve (12) month auto renewal periods thereafter until June 30, 2009. Monthly reports were provided to the consumer's parole officer and were also provided to the Staff Analyst assigned by the County of Fresno Department of Behavioral Health. The Men's Recovery Home has continued to be licensed and certified to provide residential treatment services from the State of California Alcohol and Drug Programs from 1980 to present.

The King of Kings Men's Recovery Home also provided sober living services to participants of Proposition 36/Substance Abuse Crime Prevention (SACPS) of 2000 from June 2000

Exhibit C

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July 30, 2006.

Staff of the King of Kings Community Center's Substance Use Disorder Treatment Programs has provided therapeutic habilitative treatment and has continued to demonstrate and perform quality substance use disorder treatment services for male and female residents of the County of Fresno and the State of California for more than thirty (30) years.

Exhibit C

APPLICATION FOR SOBER LIVING ENVIRONMENT SERVICES

County of Fresno, Department of Behavioral Health, Contracts Division - Substance Use Disorder Services

Applicant Name:	WestCare California, Inc.	Mailing Address (if different):	
Address:	1505 N Chestnut Avenue	Address:	
City:	Fresno	City:	
State:	CA	State:	
Telephone:	559.251.4800	Telephone:	
Zip Code:	93703	Zip Code:	

Application Filed by (check all that apply):

- ☐ Sole Proprietor
- ☑ Corporation
- ☐ For-Profit
- ☐ Partnership
- ☑ Non-Profit
- ☐ County-Operated

Provider shall agree to comply with the Request for Application Sober Living Environment Services scope of work and requirements of the RFA.

Please attach a response to A1, A2, and A3, found in Exhibit B, Section IV, Award Criteria.

SOBER LIVING HOUSING SERVICES		FOR COUNTY USE ONLY	
Number of proposed beds available per day:	10	Amount requested by provider:	$ 102,200.00
Number of proposed annual bed days (Units of Service):	3,650	Approved maximum contract amount for FY 2015-16:	$102,200.00
Cost per bed day (Units of Service):	$ 28.00		

PROGRAM INFORMATION

Program Name:	Mckinney Plaza Sober Living Program	Remit to Address (if different):	
Address:	1388 E Bulldog Lane	Address:	1505 N Chestnut Avenue
City:	Fresno	City:	Fresno
State:	CA	State:	CA
Telephone:	559.251.4800	Telephone:	559.251.4800
Zip Code:	93710	Zip Code:	93703

Name(s) and location(s) of other proposed sober living service sites owned or operated by the applicant(s):

Name	Address	City	State	Zip Code
AZP Sober Living Program	4605 E Liberty Avenue	Fresno	CA	93720

Program Director: Shawn Jenkins Telephone: 559.251.4800

Signature: Shawn L. Jenkins Date: 4/9/15

FRESNO COUNTY SOBER LIVING SERVICES
Submitted: March 11, 2015

1. Do the service descriptions address all the areas identified in the RFA? Will the proposed services satisfy County's needs and to what degree?

SERVICE EXPECTATIONS

WestCare California, Inc. (WCCA) is prepared to provide the full array of SLE services requested effective July 1, 2015 as we are a current provider of these services for Fresno County. WCCA is a non-profit organization and operates a state-licensed residential treatment program in Fresno County which meets the Level One (1) standards set forth by the National Association of Recovery Residences. WCCA will continue to provide SLE services in conformity and compliance with all local zoning and occupancy ordinances; the County Agreement which includes County policies and procedures; Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-122 "Cost Principles for Non-Profit Organizations"; and Cultural and Linguistically Appropriate Services (CLAS) standards. WCCA maintains a current fire clearance to operate a SLE facility and complies with all occupancy ordinances and procedures. WCCA will provide SLE services as requested by Fresno County at the rate of $28 per daily bed slot.

Sober Living Program Description

WCCA is an experienced provider of substance abuse treatment and therapeutic activities for men and women and is a current contractor for Sober Living Environment (SLE) services for the Fresno County Department of Behavioral Health. WCCA desires to continue providing SLE services for Fresno County by offering safe, secure, clean, and sober housing for the targeted individuals. To address clients' needs, WCCA's services include comprehensive assessments; individual treatment planning; trauma informed/gender-responsive care; substance use counseling (individual, group and family); primary medical care; testing for HIV and HCV; mental health services; medication adherence; life skills and health education; random drug testing; peer support groups, social and recreational activities; parenting skills development; vocational skills training; relapse prevention programs; transportation assistance; case management and advocacy; housing assistance; job placement; and legal assistance.

WCCA operates its SLE programs at two (2) sites centrally located to essential and ancillary community services. While the Sober Living Modality does not have a treatment component, it is part of a treatment continuum and provides food, shelter, and transportation assistance. Clients residing in the SLE transitional housing live cooperatively in individually-maintained, independent units of an apartment complex. Though collectively the residents constitute a recovery community, they do not live communally. For this program, WCCA will continue to use its SLE facility located at McKinney Plaza, 1388 E. Bulldog Lane, Fresno, California 93710 to accommodate men. This facility uses apartments with two (2) bedrooms and one bath each to house twenty (20) SLE participants on a "shared housing" basis. Women, and women with children, will reside at our Alpha Zeta Phi (AZP) Campus at 4605 E. Liberty Avenue, Fresno, California 93702 with similar access to all community-based services. McKinney Plaza and AZP are located in a central area of the City of Fresno with convenient bus and bike routes so residents can access markets, restaurants, shopping centers, employment centers, veterans' programs, community education, and a host of vital resources. A sense of community is maintained at our SLE facilities, and the units have been recently renovated and are meticulously maintained. A house manager and maintenance worker are employed by WCCA and live on-site to provide a safe and sanitary environment through regular monitoring and maintenance of the physical facility, ongoing oversight of residents and daily activities, and continued encouragement for residents. The house manager ensures that the Sober Living/Transitional Housing Rules, including the zero tolerance for drug or alcohol use, are strictly enforced. When treatment issues arise, he/she meets with the treatment program's case management staff for a case conference. This ensures that issues are addressed in a timely manner and within the treatment modality. To promote communication, each facility maintains telephones and has an information board for posting of announcements, house rules, sign in/out logs, inspirational quotes, job announcements, job development activities, job fairs, "house meetings" schedules, and other shared information. The facilities have the following physical amenities: an enclosed on-site laundry room with two full-size washers and dryers and a utility sink; patio, exercise, and recreation areas; and parking stalls which are available for use by residents. AZP also has a children's play area and high, secure fences. Each unit within the facility has its own separate gas and electric meters and capability for a separate phone line.

WCCA's SLE staff has daily contact with participants while they reside at the residential facility. SLE participants are assessed and referred to community partners for ancillary services such as medical benefits, employment assistance, and mental health services. SLE staff includes out-patient counselors in the discussion of problems that arise at the SLE facility. On a regular basis, SLE staff collects and reviews updates on each individual's attendance in treatment, verifies urinalysis results, and monitors the participant's progress in treatment and their eligibility to continue in the SLE program. Should a problem occur with a participant's adherence to the outpatient treatment program, outpatient counselors are instructed to immediately contact SLE staff.

Length of Treatment

WCCA understands that participants in the SLE may stay for as little as one day and up to 120 days (should the County approve a 30-day extension beyond the 90-day initial limit). As a current SLE contractor with Fresno County, WCCA is familiar with the requirements regarding length of stay, procedure for extensions, reimbursement percentages, and mandated services

which must be provided for all participants. WCCA's current SLE program offers (and will continue to offer) twenty (20) adult beds in resident-governed, home-like, substance-free living environments. Comprehensive supportive services include substance abuse assessment (as part of outpatient services), long- and short-term supportive housing, access to mental health services, therapeutic child care for the children of pregnant women and parents currently enrolled in treatment, 12-Step Narcotics Anonymous and Alcoholics Anonymous meetings on site (in addition to other non-secular treatment programming); urinalysis testing, and resource coordination, linkages, and referrals for transportation assistance, job readiness workshops, and employment assistance. Placements, lengths of stay, and specific services are individualized, participant-centered, and appropriate for each person's needs and desires.

WCCA understands that individuals accepted under this contract and residing at the SLE facility will be concurrently enrolled in a County-contracted Outpatient Drug Free Treatment program. As such, services will be coordinated with the outpatient treatment provider as necessary and appropriate to ensure a holistic approach to treatment. All services provided by WCCA are culturally and linguistically appropriate and adhere to CLAS guidelines. WCCA staff works to build relationships with participants and coordinate their needs with available services in Fresno County including assistance locating, securing, and maintaining stable housing. WCCA is an active participant in the Fresno Madera Continuum of Care and will utilize the Coordinated Assessment and Housing Match system and partner organizations to assist SLE participants obtain suitable housing in which to live once their time at the SLE facility is complete.

The goals of the SLE program are to assist participants to:

- Lead a productive alcohol and drug free lifestyle focusing on physical and emotional wellness.
- Become self-sufficient and transition to permanent housing.
- Upgrade their financial literacy/educational/vocational skills and engage in effective job development activities which support achievement and sustainability of the first two goals.

Data Management and Evaluation

WCCA embraces the concept of continual review and evaluation in order to make appropriate program adjustments to ensure the effective and efficient delivery of services and has established procedures to ensure adherence to this belief. Therefore, WCCA will gather data and conduct process and outcome evaluations for the SLE program. To comply with data gathering and reporting requirements as set forth by Fresno County Behavioral Health Services, WCCA will maintain a complete census via our data management system of all participants' served and their statistical information. Data will be reviewed by program management staff to assess the performance, outcomes, and effectiveness of the SLE program on a quarterly basis throughout the life of the contract. Participant data gathered will include demographics along with dates of entry into and exit from program (including any approved extensions). WCCA will also gather and maintain records of services provided and submit data required for reporting to the State of California, referral sources, and Fresno County. Information required by Fresno County will be submitted monthly with the SLE invoice. Additional data will be gathered to track outcomes such as maintenance of a drug-free life, and working towards re-entry to the community as a

productive, self-sufficient, crime-free individual; and determine program effectiveness. Staff will track outcomes based upon such criteria as admission versus positive discharge (completion rates), negative urinalysis testing (as reported by the primary counselor of the non-residential counseling program in which the SLE participant is co-enrolled), and progress toward achieving educational and employment goals. WCCA's procedures for data collection and quality assurance are attached to this proposal as supporting documentation. Briefly, WCCA's procedures for quality improvement, process evaluation, outcome evaluation, and data analysis are as follows:

Data Use and Interpretation for Continuous Quality Improvement (CQI): WCCA is a data driven organization and consistently uses CQI as an ongoing effort to improve products, services and processes. WCCA constantly evaluates and improves processes and outcomes in the light of their efficiency, effectiveness, and flexibility. WCCA currently has a CQI process that it routinely uses with its existing programs. This project will utilize the same structured CQI strategy (PDSA: Plan-Do-Study-Act) and processes. (1) Identify and describe the deviation, barrier, or unexpected outcome; (2) Generate a fishbone diagram to define all possible causes; (3) Collect data to identify the cause related to the problem and pinpoint the area for intervention; (4) Implement a corrective action; and (5) Collect monitoring data to determine the effectiveness of the action. In addition, WCCA adheres to the NIATx model (which is endorsed by SAMHSA) for the PDSA cycle, allowing for rapid, repeated, and efficient change to ensure high quality processes and program performance as well as timely change.

WCCA will conduct at least quarterly reviews of it process data and immediate and intermediate outcome data. This is crucial since it will enable the program to document program components that work well and assess where improvements need to occur; and make timely adjustments in activities and programming to better address the desired outcomes. Routine analysis will include the following measures: demographics; methods of recruitment; attendance; attrition; planned and unplanned adaptations; cultural problems/issues; indicators of unmet needs; participant changes in knowledge, attitude, and behavior at program completion and 6- months post completion as they relate to the goals and objectives. In addition to the quarterly analyses, annual and cumulative year-to-date analyses also will occur. The analyses for the CQI activities will parallel those for the performance assessment to ensure that the project is attaining the program goals and objectives.

Process Evaluation: Process evaluation will consist of three components. (1) Implementation Fidelity will track and evaluate implementation of the project, determine adherence to specified timeframes, identify barriers to implementation, and describe deviations from the Implementation Plan. Evaluation will use a systematic Performance Improvement strategy to identify and define barriers, define strategies to reduce them, and collect and analyze data to determine effectiveness of barrier reduction. (2) Fidelity Monitoring will ensure that evidence-based program (EBP) implementation is faithful to the models and will allow the early detection and correction of deviations as well as assist in planning and monitoring any modifications. This will occur by: (a) provision of initial and ongoing training on the EBPs; (b) quarterly review of clinical records to ensure they capture the core elements of the EBPs; and (c) random direct observation of program activities by the Research Assistant. The Evaluator will provide feedback to the staff regarding adherence and will assist in developing a professional

development plan for the clinicians to increase fidelity. In this instance, random monitoring will occur more frequently until the clinician reaches acceptable fidelity levels. (3) Participant Perceptions are an important factor in assessing and understanding program effectiveness and provide invaluable insights into why the program is working and/or how to improve program performance. Participants will be asked to complete surveys to determine their view of and satisfaction with services. Surveys will be anonymous and client-level data only will be available to the Evaluation Team. The Evaluator will compile a report and disseminate it to the staff. Based on the findings from the surveys, the Evaluator, in collaboration with program staff, will develop Performance Improvement initiatives as necessary. The program will use a criterion of 80% satisfaction level to identify those areas requiring improvement or enhancement.

Outcome Evaluation: Outcome evaluation will address the effectiveness of the program in attaining the desired client outcomes and assessing the overall impact on the community. Specifically, the program's ability to decrease substance use, improve social and mental health functioning, increase stable living arrangements, improve employability, and prevent criminal recidivism are the foci of this evaluation. In order to measure this, clients will complete pre/post-tests at baseline, discharge, and 6-months post admission.

Data Analysis Strategy: Prior to the main analyses, the Evaluator will conduct an analysis to assess dropout rates to assess whether clients who do not complete treatment differ in any important ways from those who do, threatening the integrity of the conclusions. If these analyses do not produce significant differences, analysis bias will not occur. If there are systematic differences, the Evaluator will conduct separate analyses not to contaminate the findings. *Data analysis:* The project will use repeated measures, multiple outcome design to determine program effectiveness. Prior to conducting outcome analysis, the Evaluator will use correlation analyses to determine the relationship between client-level outcomes and key demographic variables, including race, ethnicity, breadth of substance use, and crime severity/recency. If any significant correlations occur, outcome analyses will use a repeated measures analysis of covariance to control for the variable(s). In addition, the Evaluator will use factorial analyses for each significant correlate to look at differential outcomes and interactions among the groups. Regression analysis also will occur to determine whether service dosage or duration relate to specific client-level outcomes. Long-term impact will compare outcomes across time focusing particularly on the 6-month assessment since clients will be out of treatment by this time point.

2. The agency submitting the application shall demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service.

TARGET POPULATION

WCCA is a non-profit organization founded in 1974 with 40 years of experience operating drug treatment programs in community-based and in-prison treatment environments. WCCA is experienced in addressing the problems faced by men and women with substance use disorders as well as the impact drug abuse can have on their family members. Individuals with substance use disorders have consequences that include work-related difficulties, physical illnesses and

problems, financial and legal complications, psychological or emotional changes including co-occurring mental health disorders, and social problems. Residential treatment is most appropriate for individuals who have very serious substance abuse problems, have not been successful in outpatient programs, do not have a stable social support system in the community, and have need of concomitant psychological services.

WCCA is aware that many substance abusers face barriers to accessing treatment that is affordable and culturally and linguistically appropriate. In addition, substance abusers are frequently in denial of their problems, reluctant to change, and seek treatment only because of coercion from the criminal justice system or pressure from family members or employers. WCCA recognizes the importance of structuring programs and services to facilitate access and remove barriers; engage clients in the treatment process to increase motivation, participation, and retention; and smoothly transition clients from the residential setting into the outpatient program and SLE housing to extend treatment and improve client outcomes. WCCA's strategies include same-day intake to retain the client's interest in treatment; use of motivational enhancement therapies and motivational interviewing techniques; use of trauma-informed and gender-specific techniques; and structured procedures to transition clients from residential to outpatient treatment.

WCCA is equipped to provide the services requested through this RFA as reflected by our service philosophy and history of quality treatment programs which combine to ensure efficient, effective and culturally-competent services designed specifically for the target population. It is WCCA's belief that the more comprehensive and flexible the service continuum is, the greater the likelihood that substance abusers will succeed in treatment and in the community as productive citizens -- living a drug-free, crime-free, self-sufficient lifestyle. WCCA has a "no wrong door" policy which ensures individuals access to the full spectrum of our health and human services offerings for SLE participants. WCCA's staff focus on reintegrating individuals into the community and encouraging a clean and sober lifestyle through linkages with community-based organizations and resources such as education; vocational training; medical, mental health, and dental treatment; public benefits including TANF and Medi-Cal; pre- and post-counseling and testing for infectious diseases; legal assistance; employment and job search assistance; financial assistance; childcare; and community-based self-help programs.

For the past 25years, WCCA has provided housing and support services for the target population which includes adult male and female residents of Fresno County who are concurrently enrolled in a County-contracted Outpatient Alcohol and/or Other Drug Treatment program as described the RFA for Sober Living Services. WCCA believes in high quality care and is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), certified by the California Association of Addiction Recovery Resources (CAARR) for sober living environment services, and licensed by the California Department of Alcohol and Drug Programs to provide residential treatment services. WCCA adheres to all standards, policies, and procedures of these organizations and ensures all SLE staff has the education, skills, and experience necessary to ensure quality assurance.

3. The amount of demonstrated experience in providing the services desired in a California County.

SIMILAR CONTRACTS/SERVICES

WCCA is a member of a family of non-profit, community-based organizations which fall under WestCare Foundation's (WestCare) umbrella that provide a wide spectrum of health and human services. WestCare programs specialize in helping people traditionally considered difficult to treat such as those who are homeless, have co-occurring substance use and mental health disorders, are HIV positive, and/or are involved with the criminal justice system. Nationally, WestCare operates programs in 17 states and two U.S. Territories. Under the direction of CEO Richard Steinberg, the organization is supported by more than 1500 dedicated staff members, serves more than 10,000 individuals each month, and has an annual budget in excess of $98 million. Many of WestCare's contracts for services are for the provision of residential and outpatient substance abuse treatment, case management, homeless services, and sober living housing. In 2014, WCCA provided substance abuse services for 569 special population individuals including homeless and veterans. The breakdown of service type by special population is as follows:

Substance Abuse Clients Served in 2014	Homeless	Veterans
Residential	276	41
Outpatient	70	35
Sober Living	135	12

WCCA's licensed and certified residential, outpatient, and in-prison substance abuse treatment programs in California are:

- Sober Living Services for men, women and their children. WCCA has been providing transitional (sober) living services since 1990 for individuals who are concurrently engaged in outpatient substance abuse treatment. Residents are provided three nutritious meals on a daily basis as well as healthy snacks, and clothing and hygiene products are available for indigent residents. SLE participants reside in a shared living situation and maintain their personal space while contributing to property upkeep. House Meetings are regularly scheduled and are facilitated by an experienced House Manager. These meetings teach residents life skills; regulate rotation of chores such as cleaning of the laundry rooms, lawn care, etc.; and ensure the facility's smooth operation. Cleaning supplies are available, and SLE apartments are inspected for cleanliness and safety on a daily basis. Passes and privileges are regulated based on length of stay in the "house" and performance in outpatient services. The program also helps participants prepare for recovery maintenance by offering 12-step meetings on site. Participants are responsible for managing their money, monitoring their own medication, and actively seeking employment.

- Residential Treatment Center for Men and their Children. This program provides intensive alcohol and other drug use treatment services for adult males residing at WCCA's Central Valley Campus in Fresno. Men's residential services are provided in a male-only unit where the clinical curriculum is designed to serve the needs of men. The length of time in treatment is determined by an individual's need and contract requirements. The focus and intensity of treatment is modified to accommodate the realistic/practical treatment needs of males as they begin admitting and embracing their own need for continuing recovery. The process of treatment in this program is one of discovery and sets a firm foundation to allow men to empower themselves and become responsible for their own recovery. Treatment is currently funded through contracts with AB109 clients, Fresno County Probation, California Department of Corrections and Rehabilitation, Department of Social Services, Federal Probation, and in the past by Proposition 36, Parole Services Network (PSN), and the Fresno County Department of Behavioral Health.

- Residential Treatment Center for Women and Children. This program provides intensive alcohol and other drug use treatment services for adult females residing at WCCA's Central Valley Campus in Fresno. Female residential services are provided in a female-only unit of the facility. The clinical curriculum is designed to be gender responsive to address problems related to trauma, relationships, and the effects of addiction on children. The length of time in treatment is determined by an individual's needs and contract requirements. The focus and intensity of treatment is modified to accommodate the realistic and practical treatment needs of women who are facing difficulty as they begin a process of transition into the community after their residential stay.

- Outpatient Programs. WCCA's Outpatient Programs serve adult men and women in Fresno and Bakersfield. Services include individual and group counseling services, alcohol and drug education classes, a relapse prevention curriculum, an introduction to community-based support services, orientation to community-based self-help meetings, family and significant other education/support services, HIV/AIDS education and counseling services, educational and vocational rehabilitation assistance, and community linkages and referrals. Outpatient services are partially funded by Fresno County and Drug Medi-Cal.

- Residential Multi-Service Center. WCCA operates an 85-bed program for the California Department of Corrections and Rehabilitation (CDCR) at our facility in Fresno. WCCA has provided these therapeutic community substance abuse services, housing and meals, vocational education services, and independent living skills for adult male and female parolees who are homeless or at-risk of homelessness for 20 (non-consecutive) years. Residents receive assistance with cognitive, literacy, money management, parenting, and life skills; substance abuse treatment; education programs to improve literacy and employment readiness; medical services; and aftercare services to transition parolees to independent living.

- M'ella Program. WCCA began providing services to pregnant and parenting women in Fresno in 1990 and in 2002 created the M'ella Program to provide more specialized, state-of-the-art services for women and to develop a Therapeutic Childcare Center. M'ella provides gender-sensitive and trauma-informed residential treatment services for

women and children and which works to reduce the woman's substance use, increase her mental and physical health, increase her ability to care for and support her children, reduce in utero exposure of infants to drugs, improve children's health and well-being, and improve the family support system. Funding for the M'ella Program is provided through contracts with the Department of Social Services and Fresno County Department of Behavioral Health.

- Pregnant and Parenting Women. Previously, WCCA managed a program for Pregnant and Parenting Women program, Baby Love II, which was funded through a grant from the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services, and The Center for Substance Abuse Treatment. This program was a 140-day residential treatment program with a six-month follow up period. It was designed to provide structured treatment for pregnant and post-partum women and their families which accommodates the realistic and practical treatment needs of female participants as they progress within the program and as women and mothers developing the skills necessary to appropriately care for their children. While Baby Love II is no longer funded by DHHS, WCCA continues to provide the same services through Fresno County and other funding sources. The perinatal program is located at our Martin Luther King campus and is devoted to the treatment of pregnant and post-partum women, their children, and their families. This specialized program is designed to provide these women and their children with unique services that allow for substance abuse treatment services coupled with activities designed to strengthen families. Services encompassed in this program include:

  - Substance abuse treatment
  - Individual, group, and family counseling services
  - Assessment and referral services for occupational, speech, and rehabilitative therapy for mothers and children
  - Coping skill training
  - Anger management and domestic violence prevention
  - Parenting groups
  - Recreational activities with children
  - Transportation services to doctor appointments
  - Mental health assessment and treatment
  - Vocational and life skills
  - Stress management
  - Money management
  - On-site therapeutic childcare
  - Individualized treatment and continuing care and discharge plan
  - Home visits
  - Referrals, linkages, and follow ups

- Custody to Community Transitional Re-entry Program (CCTRP) in San Diego. WCCA provides gender-sensitive and trauma-informed residential treatment services to women in the custody of CDCR at prison facilities throughout the state of California. Treatment services are designed to reduce the woman's substance use, increase her mental and

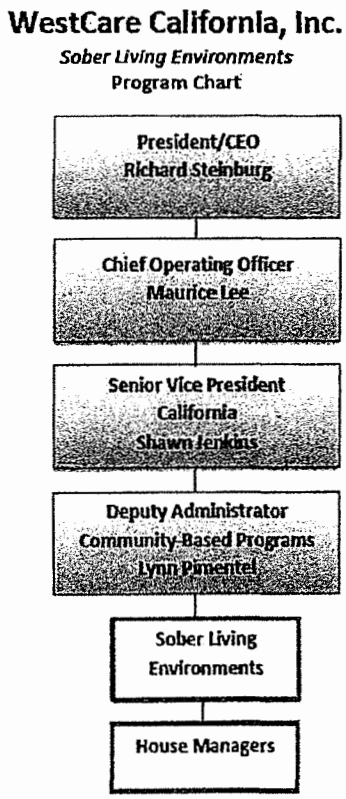
physical health, increase her vocational skills, develop re-entry skills, and transition back to county of origin with the tools necessary to avoid returning to prison. Along the way, the women will complete high school, attend college and vocational programs, and become employable. The program also enhances her ability to care for and support her children and improve the family support system.

- Bakersfield Residential Treatment. WCCA operates a Therapeutic Community in Bakersfield for adult males. Treatment services are provided in a residential setting that follows Department of Health Care Services (DHCS) guidelines. For the past 14 years, WCCA has operated this facility and provided the Therapeutic Community treatment program with funding from the Kern County Department of Behavioral Health and CDCR. WCCA also provides daily case management services for 100 AB 109 participants in custody at the Lerdo Jail for Kern County Probation and the Sherriff's Department.

- Specialized Treatment for Optimized Programming (STOP) formerly Region I Substance Abuse Services Coordinating Agency (SASCA). WCCA has managed Region I for the past 19 years. In 2014, the SASCA program transitioned to the Specialized Treatment for Optimized Programming (STOP) Program Areas 1 and 3 which are designed to optimize treatment and provide transitional services in the Northern California counties from the Tehachapi Mountains to the Oregon border. WCCA's service area encompasses 37 counties. WCCA Community Service Coordinators work in conjunction with 24 In-Prison Substance Abuse Programs (IPSAPs) in 24 state prisons to coordinate placement of parolees into community-based substance abuse treatment programs at the time of parole. WCCA provides service coordination, advocacy, and transportation to over 3,000 parolees a year.

MANAGEMENT PLAN

WCCA's organizational structure and management plan includes the management staff who will oversee the proposed Sober Living Environment Housing services. The following organizational chart reflects the management structure for this program. Specific personnel descriptions and the program management plan follow.



Qualifications of Individuals Providing Management and Oversight
The following describes WCCA's management staff responsible for ensuring the provision of SLE housing services which are in conformity and compliance with all local zoning and occupancy ordinances; the County Agreement which includes County policies and procedures; Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-122 "Cost Principles for Non-Profit Organizations"; and Cultural and Linguistically Appropriate Services (CLAS) standards.

Maurice Lee, Chief Operating Officer. Mr. Lee is the Chief Operating Officer for WCCA's parent affiliate WestCare Foundation. He previously held the position of Regional Vice President for WestCare California. He has 24 years of experience providing substance abuse treatment services including 12 years as an administrator for substance abuse treatment programs within the criminal justice system. During the past 19 years, he has acted in a supervisory capacity, leading teams of qualified substance abuse counselors in the implementation, and development of quality in-prison therapeutic community programs as well as community-based treatment programs including federally funded SAMHSA and ACYF programs. This experience

includes hiring, supervising, and evaluating over 250 employees; developing and monitoring program budgets; ensuring program compliance with contract requirements; clinical supervision and review of participant files; program evaluation; and ensuring compliance with agency policies and procedures. Mr. Lee is Level I FACT Certified, and holds numerous other chemical dependency licenses and certifications including Licensed Chemical Dependency Counselor in Texas.

Shawn Jenkins, Senior Vice President. Mr. Jenkins has over twenty years of progressively responsible clinical, administrative, and management experience in therapeutic community treatment environments and case management services at WCCA, which includes fourteen years as an administrator in substance abuse treatment programs working with homeless populations. Mr. Jenkins is responsible for administering grants and contracts, supervising personnel, developing all program budgets, monitoring expenditures, reviewing fiscal systems for accountability, and coordinating the forecasting and planning of cost projections for program operations and budget development.

Lynn Pimentel, M.A., Deputy Administrator. Ms. Pimentel is responsible for oversight and supervision of over 300 employees; provision of services to more than 750 men, women, adolescents, and children in treatment for chemical dependency on a daily basis; and overseeing administration and compliance with numerous city, county, state, and federal contracts. Prior to her current duties, she served as the Clinical Director and was responsible for providing and overseeing clinical services in WCCA's programs and the Director of Women and Children's Residential Programs for the M'ella and the Family Foundations programs. Ms. Pimentel earned a B.A. in Social Welfare from California State University in Fresno, California, and a Master of Arts Degree in Rehabilitation Counseling from California State University in Sacramento. She has been a Certified Rehabilitation Counselor for 42 years, is a Registered Addiction Specialist, and a Certified Covington Curriculum Trainer through the California Association of Addiction Recovery Resources (CAARR). She is a member of the National Rehabilitation Counseling Association and the Central California Rehabilitation Association.

Ms. Pimentel has conducted numerous trainings for staff in Covington's curriculums including Helping Women Recover and Beyond Trauma. She was instrumental in the development of a Master Treatment Plan for Gender Relevant Services for the County of Fresno in conjunction with Dr. Stephanie Covington. Ms. Pimentel's experience includes working at the Department of Rehabilitation as a Vocational Counselor and Rehabilitation Supervisor. At the Division of Industrial Accidents, Ms. Pimentel was an Administrative Hearing Officer who reviewed medical files and rendered decisions on Worker's Compensation Appeals. From 1985-1990, she was the Clinical Director/Owner of Pimentel and Associates in San Jose, a company that provided services to disabled adults including those with substance abuse issues. From 1990-2002, Ms. Pimentel was employed by Vocational Management Services in Fresno as a Vocational Counselor, Vocational Evaluator, and Program Coordinator where she developed a program to enable female clients to break their cycle of dependence on welfare and developed and implemented a curriculum for a social living model program for the disabled.

Program Management

WCCA is supported by 324 dedicated staff members, serves more than 10,000 individuals each month, and has an annual operating budget of $31 million. WCCA's administrative experience covers all aspects of fiscal management, accounting services, budgeting, personnel hiring and supervision, and contract and grant management. As a nonprofit organization, WCCA is invested in success through dedicated client support by providing mental health and substance abuse services that are comprehensive, of sufficient duration and intensity, culturally competent, and gender responsive; providing housing and supportive services to the homeless and veterans; supporting those living with or affected by HIV/AIDS; and assisting those involved with the criminal justice system to successfully reintegrate into the community with appropriate linkages to resources and ongoing recovery services. WCCA's programs provide goal-oriented and individualized supports focusing on improved self-sufficiency for the persons served through assessment, planning, linkage, advocacy, coordination and monitoring activities. Successful service coordination results in community opportunities and increased independence for those served. Coordination of services, both inside and outside of WCCA, is conducted to ensure comprehensive care and efficient non-duplication of services.

WCCA has a highly organized Human Resources Department with strong ties to the community and labor force. This established presence, training, and recruitment system enables WCCA to efficiently and quickly recruit qualified staff for positions identified in the staffing plan and attracts qualified candidates who represent the area's ethnic, cultural, and socioeconomic diversity. Criminology, counseling, and social work interns (with Associate's, Bachelor's, or Master's degrees) from local colleges and universities, and counselor interns are an important recruitment resource. WCCA can temporarily reassign existing qualified staff that has been cross-trained in similar programming to fill a vacant position during the recruitment process.

Vendors Experience Administering Federal, State, and/or Local Funds.
WCCA manages an annual budget exceeding $31 million with more than 40 grant/service contracts annually. To sustain and grow its vast and diversified portfolio of contracts, WestCare Foundation's national grants department, comprised of eight (8) full-time grants staff, prepare and submit more than 225 grant applications and competitive bids annually (an average of 50 per year are submitted for CA with a 65% success rate). Entities that fund WCCA include local, state and federal government agencies, provider networks, private foundation and corporate giving programs, and federal agencies such as the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Housing and Urban Development (HUD), Department of Veterans Affairs (VA), Department of Transportation (DOT), and Corporation for National and Community Services (CNCS). Other funders include national foundations such as the Elizabeth Taylor AIDS Foundation and Kaiser Permanente. Local funders include the State of California, the City of Fresno, the County of Fresno, and other government entities in surrounding counties.

WestCare has an established internal administrative fiscal system for the ongoing management of its grants and contracts. WestCare operates in compliance with standard procedures on cost reimbursements and indirect cost accounting. All costs associated with the management of federal and state awards/contracts, including costs associated with the proposed project, are

budgeted and processed in accordance with the Accounting Manual, to be reimbursed by the government agency that is funding the grant or contract services (County of Fresno). WestCare has an annual audit performed that ensures compliance with the standards outlined in the OMB Circular A-133 on expenditures of Federal Funds, the Government Audit Standards promulgated by the Government Accounting Standards Board (the Yellow Book), and all specific contract requirements.

WestCare's accounting department uses Blackbaud Financial Edge, which is specifically designed for fund accounting in nonprofit organizations, and for management of grant funds. Within the accounting software, modules are used for managing and reporting accounts receivables and accounts payable. This software keeps an audit track of all related transactions. For example, the same reference transaction number is assigned from purchase order, to invoice, to mark for payment, to payment. Every payable and receivable is coded and distributed by direct allocations to their supporting grant(s).

WestCare has well-established staff resources to manage its internal administrative fiscal system. Tina Stiles, CPA, is the Chief Financial Officer (CFO). As CFO, Ms. Stiles has responsibility for the accounting operations of a multi-state corporation with an annual budget that exceeds $98 million. Ms. Stiles supervises over a dozen fiscal staff members including regional controllers and regional accountants and conducts weekly meetings with fiscal staff to guarantee appropriate oversight and review of cash management and budget reconciliation. On a monthly basis, all financial records are reviewed by Ms. Stiles. She in turn reviews all financial records with Shawn Jenkins, Senior Vice President, who has oversight of the grants and contracts in California. Ms. Stiles reviews monthly revenue and expenditure reports with Mr. Jenkins before submitting reports to Richard Steinberg, CEO. Ms. Stiles submits quarterly financial and balance sheets to the Board of Directors. Ms. Stiles also has oversight over all fiscal and human resource aspects of the organization in consultation with the Senior Vice Presidents for each region.

Senior Vice President Shawn Jenkins leads all programmatic administration and oversight for WCCA's programs throughout the state of California. He ensures appropriate grant criteria are met including data collection, reporting, fiscal accountability, quality assurance, and compliance with grant-specific policies and procedures.

Exhibit C

WESTCARE FOUNDATION, INC. AND ALL WESTCARE AFFILIATES
POLICY TITLE: DATA COLLECTION POLICY
POLICY #:
PAGES: 1 - 2
APPLICABLE STANDARDS: CARF INTERNATIONAL BUSINESS STANDARDS
APPROVAL: /s/ SHAWN A. JENKINS, COO
DATE OF SIGNATURE: 4/16/09
ORIGINAL EFFECTIVE DATE: 3/19/09 REVISED DATE:

DATA COLLECTION POLICY

PURPOSE:

To ensure that all WestCare regions and programs collect data that is reliable, valid, complete and accurate.

POLICY:

It is the policy of WestCare that all data collected is reliable, valid, complete and accurate.

RESPONSIBILITY:

The Senior Vice President, or designee, is responsible for establishing a process that ensures all data collected is reliable, valid, complete and accurate.

The staff is responsible for following the established process that will ensure that all data collected is reliable, valid, complete and accurate.

PROCEDURE:

Accurate and consistent data is necessary for WestCare's success in maintaining a fact-based, decision-making model of operation. A variety of ways are utilized that address the integrity of data used for outcomes assessment, performance improvement, and management making decisions.

The following procedures shall be incorporated into the fiscal data management system to ensure that all data collected is reliable, valid, complete and accurate.

1. Reliability – Steps are taken to ensure that data is collected consistently in a way that could be reproduced at another time or by other persons.

a. New and existing personnel are trained on recording each data element they are responsible for collecting; measures or codes are explained and periodically reviewed.
b. Literature searches are conducted and measures that have been widely tested and demonstrated to be reliable are utilized, where applicable.

2. Validity – Indicators, measures, and data elements that measure what WestCare intends to measure are selected.

3. Completeness – Steps are taken to ensure that data used for decision making are:

   a. as complete as possible
   b. accredited programs are not omitted from the information and performance improvement effort
   c. groups of persons served are not omitted from the data gathering or analysis,
   d. data elements or indicators are not systematically missing
   e. databases are checked for completeness of records before final analyses are run and decisions made

4. Accuracy – Steps are taken to ensure that data are recorded properly and that errors are caught and corrected. Spot checks of records of persons served are made to ensure that data abstracted from the record are correctly placed into the database.

5. Staff training for data collection and recording activities includes attention to the importance of recording each data field for every person served.

WESTCARE FOUNDATION, INC.	WESTCARE CALIFORNIA, INC.
POLICY TITLE: QUALITY ASSURANCE – CONTINUOUS QUALITY IMPROVEMENT	
PAGES: 1 - 3	
APPLICABLE STANDARDS: WestCare Standards CARF Standards	
APPROVAL: /S/ SHAWN JENKINS, EXECUTIVE VICE PRESIDENT & CHIEF OPERATIONS OFFICER	
DATE OF SIGNATURE: 6/22/09	
ORIGINAL EFFECTIVE DATE: 12/8/08 REVISED DATE: 3/12/09	

QUALITY ASSURANCE - CONTINUOUS QUALITY IMPROVEMENT

PURPOSE:

To ensure that WestCare's quality assurance program complies with the requirements established in state statutes and regulations and that the program ensures the use of a continuous quality improvement process.

POLICY:

It is the policy of WestCare that its quality assurance program complies with the requirements established in state statutes and regulations and that the program ensures the use of a continuous quality improvement process.

RESPONSIBILITY:

The Regional Vice President and Area Director, are responsible for ensuring that policies and procedures are in force to ensure that its quality assurance program complies with the requirements established in state statutes and regulations and that the program ensures the use of a continuous quality improvement process.

The Directors are responsible for ensuring that staff is aware of pertinent policies and procedures related to WestCare's quality assurance program and that they are followed.

Staff members are responsible for having an awareness of pertinent policies and procedures related to WestCare's quality assurance program and that must adhere to them.

PROCEDURE:

SECTION I:

Pursuant to WestCare's philosophy, state rules and regulations, and CARF national behavioral health standards, WestCare shall follow the procedures outlined below.

(1) WestCare maintains an ongoing quality assurance program to objectively and systematically monitor and evaluate the appropriateness and quality of client care, to ensure that services are rendered consistent with prevailing professional standards, and to identify and resolve problems. This program is described in its Performance Improvement Plan and Policies and in the other policies identified below.

(2) WestCare's written plans which address the minimum guidelines for the quality assurance program include but are not limited to:

(a) Client care and services standards – See Core Program Policies for descriptions.

(b) Client records maintenance procedures – See Client Record Management System Policy

(c) Staff development policies and procedures – See Staff Training Policy

(d) Facility safety and maintenance standards – See Facility Standards & Safety Policy

(e) Peer review and utilization review procedures – See Quality Records Review Policy

(f) Incident reporting policies and procedures, including verification of corrective action and provision for reporting to the department within a time period prescribed by rule – See Incident Reporting Policy & System.

(3) The quality assurance program is the responsibility of the Regional Vice President and Area Director and is subject to review and approval by the WestCare's governing board – See Quality Improvement Management Meeting Minutes and Board Minutes for reports.

(4) Each Director shall designate a person who is an employee of or under contract with the WestCare as the provider's quality assurance manager who will perform many of the tasks and duties inherent in the overall program as do each of the Directors and the Area Director. WestCare Foundation's Compliance Specialist assists as needed and appropriate.

(5) Incident reporting is the affirmative duty of all staff – Staff are trained in WestCare's Incident Reporting System via the its Intranet System

(6) WestCare assures that any person who files an incident report shall not be subjected to any civil action by virtue of that incident report.

(7) WestCare ensures that the Department of Alcohol and Drug Programs, and Department of Adult Rehabilitation Services may access all its service records necessary to determine

compliance with California rules and regulations. Records relating solely to actions taken in carrying out this section and records obtained by the Department to determine WestCare's compliance with this section are confidential. Such records are not admissible in any civil or administrative action except in disciplinary proceedings by the Department of Business and Professional Regulation or the appropriate regulatory board, and are not part of the record of investigation and prosecution in disciplinary proceedings made available to the public by the Department of Business and Professional Regulation or the appropriate regulatory board. Meetings or portions of meetings of quality assurance program committees that relate solely to actions taken pursuant to this section are exempt.

(8) The quality assurance program shall:

(a) Track performance measures and standards

(b) Provide a framework for evaluating outcomes which is separate from the performance-based program budgeting process, including:

1. Output measures, such as capacities, technologies, and infrastructure that make up the system of care.

2. Process measures, such as administrative and clinical components of treatment.

3. Outcome measures pertaining to the outcomes of services;

(c) Provide for a system of analyzing those factors which have an effect on performance at the local level;

(d) Provide for a system of reporting the results of quality assurance reviews; and

(e) Incorporate best practice models for use in improving performance in those areas which are deficient.

UNLAWFUL USE OF DRUGS AND ALCOHOL

CERTIFICATION

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

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

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

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

Signature: Shawn L. Jenkins Date: 5-22-17

Title: SR VP

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

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

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

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

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

Signature: Shawn L. Jenkins Date: 5-22-17

Title: Sr VP

County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

EXHIBIT J

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

OATH OF CONFIDENTIALITY

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

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

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

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify CMHDMEDS@dhcs.ca.gov and iso@dhcs.ca.gov of a possible security violation including unauthorized access to PHI.

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

Agency Name

Signature: Shawn L. Jenkins

Date: 5-22-17

3133 N Millbrook, Fresno, California 93703
FAX (559) 600-7673 www.co.fresno.ca.us

The County of Fresno is an Equal Employment Opportunity Employer

UNLAWFUL USE OF DRUGS AND ALCOHOL

CERTIFICATION

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

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

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

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

Signature: Donald Walker Date: May 22, 2017

Title: Executive Director

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

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

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

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

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

Signature: Donald Walker Date: May 22, 2017

Title: Executive Director

County of Fresno
DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

EXHIBIT J

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

OATH OF CONFIDENTIALITY

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

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

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

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

KING OF KINGS COMMUNITY CENTER

Agency Name

Signature: Donald Walker

Date: May 22, 2017

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