

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 "PROVIDERS", and such additional PROVIDERS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-16-295, effective July 1st, 2016, 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 Paragraph Four (4) – Compensation - in the Agreement on Page Three (3), beginning on Line Twenty-Five (25) and ending on Page Six (6), Line Twenty-One (21) be deleted and the following inserted in its place:

"4. COMPENSATION

A. COMPENSATION – For claims submitted for services rendered under this Agreement, COUNTY agrees to pay PROVIDER and PROVIDER agrees to receive compensation for costs associated with the delivery of Residential and/or Residential Perinatal services provided by PROVIDER in accordance with the rate per unit of service comprised of cost per bed slot and treatment rates, maximum annual compensation and number of allocated bed slots as identified in Revised Exhibit B, "Rates," attached hereto and by this reference incorporated herein, contingent upon confirmation of funding. The daily allocated bed average is defined as the number of beds allocated to this Agreement on a daily basis or is also defined as the number of participants that can be served per day. In no event shall the total compensation for actual service performed under this Agreement be in excess of Three Million Eight Hundred Fifty Thousand and No/100 Dollars (\$3,850,000) during the period July 1, 2016 through

1 June 30, 2017. In no event shall the total compensation for actual service performed under this
2 Agreement be in excess of Four Million One Hundred Fifty Thousand and No/100 Dollars (\$4,150,000)
3 for each twelve (12) month period from July 1, 2017 through June 30, 2021, as set forth in the rate table
4 identified as Revised Exhibit B "Residential/Residential Perinatal Services Vendor Rates". Annual
5 reimbursement per bed per day shall not exceed the daily rates identified in Exhibit B regardless of the
6 total maximum compensation of this Agreement. Annual increases of no more than 1.5% of the previous
7 year's total budget will be reimbursed to PROVIDER who requested this increase and provided justification
8 in their budget narrative. It is understood that all expenses incidental to PROVIDER's performance of
9 services under this Agreement shall be borne by PROVIDER.

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

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

21 C. PAYMENTS – PROVIDER may not exceed the above stated maximum allocated
22 bed days for the department. PROVIDER shall complete the year end cost report in accordance to
23 Section Thirty-Seven (37), RECORDS, Subsection C of this Agreement at the end of the fiscal year to
24 reflect the actual cost and reimbursement for services provided. Regardless of the contract maximum,
25 PROVIDER will be reimbursed only for costs up to the negotiated bed day rate herein. Within forty-
26 five (45) days of the reconciliation by COUNTY, PROVIDER shall make payment to COUNTY or
27 COUNTY shall reimburse PROVIDER as appropriate.

28 Payment by COUNTY shall be in arrears, based on PROVIDER's monthly invoices

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

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

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

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

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

24 H. POLITICAL ACTIVITY – PROVIDER shall not directly or indirectly use any
25 of the funds under this Agreement for any political activity or to further the election or defeat of any
26 candidate for public office.

27 I. FUNDING SOURCES – It shall be the obligation of PROVIDER to determine
28

1 and claim all revenue possible from private pay sources and third party payers. PROVIDER shall not
2 use any funds under this Agreement for services covered by Drug Medi-Cal or other health insurance for
3 eligible beneficiaries. PROVIDER shall claim all Drug Medi-Cal covered services for eligible
4 beneficiaries through the Drug Medi-Cal claiming process. COUNTY will only reimburse PROVIDER
5 for services rendered that are not covered by Drug Medi-Cal, other insurance or other revenue sources.

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

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

15 J. COST OF LIVING ADJUSTMENT – PROVIDER shall not utilize any funds
16 provided under this Agreement for cost of living adjustments to PROVIDER's employee compensation
17 in excess of what is approved in the budget submitted with the RFSQ response. ”

18 2. That Paragraph Eleven (11) – Modification - in the Agreement, beginning on Page Nine
19 (9), Line Twenty-Two (22) and ending on Page Ten (10), Line Seven (7) be deleted and the following
20 inserted in its place:

21 **“11. MODIFICATION**

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

24 Notwithstanding the above, changes to Section One (1) SERVICES and Section Four (4)
25 COMPENSATION as needed to accommodate changes in State and Federal Law relating to mental health
26 and substance use disorder treatment services may be made with the signed written approval of COUNTY's
27 DBH Director or designee and PROVIDER through an amendment approved by County Counsel and
28 Auditor. Changes to line items in the budget that do not exceed 10% of the maximum compensation

1 payable to PROVIDER, may be made with the signed written approval of COUNTY's DBH Director or
2 designee, and PROVIDER. Changes in the line items in the budget that exceed 10% of the maximum
3 compensation payable to the PROVIDER, may be signed with written approval of the COUNTY's DBH
4 Director or designee and PROVIDER through an amendment approved by County Counsel and Auditor.
5 Said budget line item changes shall not result in any change to the annual maximum compensation
6 amount payable to PROVIDER, as stated in the agreement.

7 PROVIDER further understand that this Agreement is subject to any restrictions,
8 limitations, or enactments of all legislative bodies which affect the provisions, term or funding of this
9 Agreement in any manner."

10 3. That Paragraph Twenty-Eight (28) – Compliance With Laws and Policies – in the
11 Agreement, beginning on Page Twenty-Four (24), Line Eighteen (18) and ending on Page Twenty-Five
12 (25), Line Twelve (12) be deleted and the following inserted in its place:

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

14 PROVIDER shall comply with all applicable rules and regulations set forth in Titles
15 9 and 22 of the California Code of Regulations, and California Health and Safety Code section 11750 et
16 seq. PROVIDER shall comply with any other Federal and State laws or guidelines applicable to
17 PROVIDER's performance under this Agreement or any local ordinances, regulations, or policies
18 applicable. Such provisions include, but are not restricted to:

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

23 B. PROVIDER shall furnish client records in accordance with the applicable Federal
24 and State regulations, and with the Alcohol and/or Other Drug Program Certification Standards set forth by
25 the California Department of Health Care Services, including in such records a treatment plan for each
26 client, and evidence of each service rendered.

27 C. PROVIDER shall submit accurate, complete and timely claims and cost reports,
28 reporting only allowable costs.

1 D. PROVIDER shall comply with statistical reporting and program evaluation systems
2 as provided in State of California regulations and in this Agreement.

3 E. PROVIDER shall comply with requirements contained in the State-County Contract
4 with DHCS by this reference incorporated herein, until such time that a new State-County Contract is
5 established. Upon amendment of the State-County Contract, the terms of the amended Contract shall
6 automatically be incorporated into this Agreement.”

7 4. That Paragraph Forty-Five (45) – Trafficking In Persons Provisions – Private Entity – in
8 the Agreement, beginning on Page Thirty-Six (36), Line Ten (10) and ending on Page Thirty-Six (36),
9 Line Twenty-Eight (28) be deleted and the following inserted in its place:

10 **“45. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

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

15 PROVIDER, PROVIDER’s employees, subrecipients, and subrecipients’ employees may
16 not:

17 A) Engage in severe forms of trafficking in persons during the period of time that the
18 award is in effect;

19 B) Procure a commercial sex act during the period of time that the award is in effect;
20 or

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

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

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

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

7 5. That the following paragraphs are being added to the Agreement as Paragraphs Forty-
8 Seven (47), Forty-Eight (48), Forty-Nine (49) and Fifty (50) starting on Page Thirty-Eight (38), Line
9 Seventeen (17):

10 **“47. UNLAWFUL USE OF DRUGS AND ALCOHOL**

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

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

20 COUNTY shall enforce the requirement of “No Unlawful Use” set forth by DHCS and
21 require PROVIDER to enforce the requirement as well.

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

26 **48. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

27 PROVIDER shall adhere to the State-County Contract requirement that no funds shall be
28

1 used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any
2 illegal drug unless the DHCS chooses to implement a demonstration syringe services program for
3 intravenous drug users.

4 **49. CONFIDENTIALITY OATH**

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

9 **50. FIDELITY TO EVIDENCE-BASED PRACTICES**

10 A. PROVIDER offering perinatal residential or youth treatment services shall
11 submit to COUNTY for approval, within 60 days from date of contract execution, a plan to address
12 Program Fidelity to describe adherence to the evidence-based practices as reviewed by the Substance
13 Abuse and Mental Health Services Administration (SAMHSA). For more information, refer to
14 <http://nrepp.samhsa.gov/landing.aspx>.

15 B. PROVIDER shall modify and update the plan in response to deficiencies found
16 in self-audits, COUNTY site reports, or in the case of implementing other evidence-based practices.”

17 6. The remaining Paragraphs (Paragraph 47 “**CONTROL REQUIREMENTS**” through
18 Paragraph 51 “**ENTIRE AGREEMENT**”) in the Agreement shall be re-numbered sequentially to read
19 as Paragraphs Fifty-One (51) through Fifty-Five (55).

20 7. That Exhibit B “Rates” be deleted and replaced with Revised Exhibit B
21 “Residential/Residential Perinatal Services Vendor Rates”.

22 8. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
23 Agreement No. A-16-295 and Amendment I together with the Agreement shall be considered the
24 Agreement.

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

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

3
4 ATTEST:

5
6 **COUNTY OF FRESNO**

PROVIDER

SEE EXHIBIT A

7
8 By Brian Pacheco
9 Brian Pacheco, Chairman
10 Board of Supervisors

11 Date: 6-20-17

12
13
14 BERNICE E. SEIDEL, Clerk
15 Board of Supervisors

16 By Susan Bishop
17 Deputy

18 Date: 6-20-17

1 APPROVED AS TO LEGAL FORM:
2 DANIEL CEDERBORG, COUNTY COUNSEL

3
4 By _____

Janille E. Kelly

5 Date: _____
6

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

9 By _____

Oscar J. Garcia

10 Date: _____

5/30/17

11
12 REVIEWED AND RECOMMENDED FOR
13 APPROVAL:

14
15 By _____

Dawan Utecht

16 Dawan Utecht, Director
17 Department of Behavioral Health

18 Date: _____

5/19/17

19
20 The following is for COUNTY's use:

21 Fund/Subclass: 0001/10000

22 Organization: 56302081

23 Account/Program: 7295/0
24
25
26
27

28 lw

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

2
3
4 By 

5 Print Name: JOHN STEWART

6
7 Title: VICE PRESIDENT
8 Chairman of the Board, President, or Vice President

9
10 Date: 5-12-17

11
12
13 By 

14
15 Print Name: JOHN GIARMARCO

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

20 Date: 5/17/17

1 Provider: **FRESNO COUNTY HISPANIC COMMISSION, INC.**

2
3 By Maggie Navarro

4
5 Print Name: MAGGIE NAVARRO

6
7 Title: CHAIRMAN OF THE BOARD
8 Chairman of the Board, President, or Vice President

9
10 Date: 5/17/17

11
12 By 

13
14 Print Name: Domingo Zapata

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

19
20 Date: May 17, 2017

1 Provider: **KING OF KINGS COMMUNITY CENTER**

2
3
4 By

Jesse Rodriguez Jr.

5 Print Name:

JESSE RODRIGUEZ JR

6
7 Title:

Chairman of Board

8 Chairman of the Board, President, or Vice President

9 Date:

5-17-17

10
11
12
13 By

Dennis D. Mayo

14 Print Name:

Dennis D. Mayo

15
16
17 Title:

Assistant Treasurer

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

20 Date:

5/17/17

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

2
3 By 

4
5 Print Name: James C. Callaghan, Jr.

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

9
10 Date: 5/18/17

11
12 By 

13
14 Print Name: Stacy Maxa

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

19
20 Date: 5/18/17

1 Provider: **SPIRIT OF WOMAN OF CALIFORNIA, INC.**

2
3
4 By 

5 Print Name: James Betts

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

9
10 Date: 5/18/17

11
12
13 By 

14
15 Print Name: Marianne E. Foreman

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

20 Date: 5/17/17

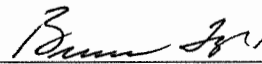
1 Provider: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**

2
3 By 

5 Print Name: Raymond R. Banks

7 Title: Chief Executive Officer

9 Date: 5/16/17

13 By 

15 Print Name: Bruce Tyler

17 Title: Chief Financial Officer

19 Date: 5/17/17

1 Provider: WESTCARE CALIFORNIA, INC.

2
3 By Shawn A. Jenkins

4
5 Print Name: Shawn A. Jenkins

6
7 Title: SR VP

8 Chairman of the Board, President, or Vice President

9 Date: 5-18-17

10
11 Attesting to authority of the Sr. VP
12 under Resolution WCCA 2017-01

13 By J. Hanna 05/18/2017

14
15 Print Name: J. HANNA

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

20 Date: _____

Adult and/or Perinatal Residential Vendor List

VENDOR	PHONE NUMBER	SITE LOCATION
Comprehensive Addiction Programs, Inc. Remit to: 2445 W. Whites Bridge Rd. Fresno, CA 93706	(559) 264-5096	2445 W. Whites Bridge Rd. Fresno, CA 93706
Fresno County Hispanic Commission, Inc. Remit to: 1803 Broadway St. Fresno, CA 93721	(559) 268-6480	1414 W. Kearney Blvd. Fresno, CA 93706
King of Kings Community Center Remit to: 2302 Martin Luther King Jr. Blvd. Fresno, CA 93706	(559) 442-0400	2267 S. Geneva Ave. Fresno, CA 93706
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(559) 264-7521	2550 W. Clinton Ave. Fresno, CA 93705
Spirit of Woman of California, Inc. Remit to: 327 W. Belmont Ave. Fresno, CA 93728	(559) 233-4353	327 W. Belmont Ave. Fresno, CA 93728
Turning Point of Central California, Inc. Remit to: PO Box 7447 Visalia, CA 93290	(559) 233-5096	2731 W. Olive Ave. Fresno, CA 93728
WestCare California, Inc. Remit to: PO Box 12107 Fresno, CA 93776	(559) 265-4800	2772 S. Martin Luther King Jr. Blvd Fresno, CA 93706

Residential/Residential Perinatal Services Vendor Rates

VENDOR	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Comprehensive Addiction Programs, Inc.					
Men's Residential (11 beds)	\$77.06	\$83.02	\$84.33	\$85.60	\$86.88
Women's Residential (9 beds)	\$77.06	\$83.02	\$84.33	\$85.60	\$86.88
Fresno County Hispanic Commission, Inc.					
Men's Residential (Spanish monolingual) (11 beds)	\$77.22	\$77.22	\$77.22	\$77.22	\$77.64
King of Kings Community Center					
Men's Residential (5 beds)	\$74.03	\$74.03	\$72.66	\$72.66	\$72.66
Mental Health Systems, Inc.					
Women's Residential (8 beds)	\$84.54	\$84.54	\$84.54	\$84.54	\$84.54
Residential Perinatal (9 beds)	\$91.17	\$91.17	\$91.17	\$91.17	\$91.17
Spirit of Woman of California, Inc.					
Residential Perinatal (21 beds)	\$83.31	\$88.23	89.47	\$90.80	\$92.03
Turning Point of Central California, Inc.					
Men's Residential (8 beds)	\$80.72	\$80.97	\$81.22	\$81.47	\$81.73
WestCare California, Inc.					
Men's Residential (29 beds)	\$69.89	\$69.89	\$69.89	\$69.89	\$69.89
Women's Residential (16 beds)	\$71.36	\$71.36	\$71.36	\$71.36	\$71.36
Residential Perinatal (13 beds)	\$94.59	\$94.59	\$94.59	\$94.59	\$94.59

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Title: _____



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

Exhibit K
Page 1 of 1

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

OATH OF CONFIDENTIALITY

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

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

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the 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:

Date: