

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 Revised Exhibit A, "Non-DMC Vendor List" 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-16-361, 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 – of the Agreement, beginning on Page Three (3), Line Twenty-Two (22) and ending on Page Six (6), Line Five (5) 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 outpatient SUD services provided by PROVIDER in accordance with the State-set "Proposed Drug Medi-Cal Rates for Fiscal Year 2016-17," attached hereto as Exhibit B and by this reference incorporated herein, and updated annually, for each term of this Agreement. It is understood that all expenses incidental to PROVIDER'S performance of services under this Agreement shall be borne by PROVIDER. In no event shall the total compensation for actual service performed under this Agreement be in excess of Five Hundred Thousand and No/100 Dollars (\$500,000) during the period July 1, 2016 through June 30, 2017. In no event shall the total compensation for actual service performed under this Agreement be in excess of Three Hundred Thousand No/100 Dollars (\$300,000)

1 for each twelve (12) month period from July 1, 2017 through June 30,2019. PROVIDER shall be
2 reimbursed to the extent that funds are available.

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

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

14 C. PAYMENTS – Regardless of the contract maximum, PROVIDER will be
15 reimbursed only for costs up to the set DMC rates herein. Within forty-five (45) days of the
16 reconciliation by COUNTY, PROVIDER shall make payment to COUNTY or COUNTY shall
17 reimburse PROVIDER as appropriate.

18 Payment by COUNTY shall be in arrears, based on PROVIDER's monthly
19 invoices submitted for services provided during the preceding month, within forty-five (45) days after
20 receipt and verification of PROVIDER's monthly invoices by COUNTY's DBH, Contracts Division –
21 SUD Services.

22 D. QUALITY ASSURANCE – For services rendered herein, PROVIDER shall
23 assure that an on-going quality assurance component is in place and is occurring. PROVIDER shall
24 assure that clinical records for each participant are of such detail and length that a review of said record
25 will verify that appropriate services were provided. If the record is unclear, incomplete, and/or indicates
26 that appropriate services were not provided, COUNTY reserves the right to withhold payment for the
27 applicable unit(s) of service.
28

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

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

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

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

16 I. FUNDING SOURCES – It shall be the obligation of PROVIDER to determine and
17 claim all revenue possible from private pay sources and third party payers. PROVIDER shall not use
18 any funds under this Agreement for services covered by Drug Medi-Cal or other health insurance for
19 eligible beneficiaries. PROVIDER shall claim all Drug Medi-Cal covered services for eligible
20 beneficiaries through the Drug Medi-Cal claiming process. PROVIDER with a Youth Treatment
21 contract with the County must bill services for DMC-ineligible adolescents to the Youth Treatment
22 contract. COUNTY will only reimburse PROVIDER for services rendered that are not covered by Drug
23 Medi-Cal, other insurance or other revenue sources.

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

26 Any revenues generated by PROVIDER in excess of the amounts budgeted in this
27 Agreement may be utilized to expand/enhance the services during COUNTY's fiscal years in which
28 revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered

1 separate and distinct from COUNTY's payment to PROVIDER. The manner and means of service
2 expansion/enhancement shall be subject to the prior written approval of COUNTY's DBH Director or
3 her designee. PROVIDER shall disclose all sources of revenue to COUNTY. Under no circumstances
4 will COUNTY funded staff time be used for fund-raising purposes."

5 2. That Paragraph Eleven (11) – Modification - in the Agreement, beginning on Page Nine
6 (9), Line Three (3) and ending on Page Nine (9), Line 14 be deleted and the following inserted in its
7 place:

8 **"11. MODIFICATION**

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

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

22 PROVIDER further understands that this Agreement is subject to any restrictions, limitations, or
23 enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any
24 manner."

25 3. That Paragraph Forty-Five (45) – Trafficking In Persons Provisions – Private Entity – in
26 the Agreement, beginning on Page Thirty-Five (35), Line Sixteen (16) and ending on Page Thirty-Six
27 (36), Line Six (6) be deleted and the following inserted in its place:

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

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

6 PROVIDER, PROVIDER’s employees, subrecipients, and subrecipients’ employees may
7 not:

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

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

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

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

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

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

26 4. That the following paragraphs are being added to the Agreement as Paragraphs Forty-
27 Seven (47), Forty-Eight (48) and Forty-Nine (49) on Page Thirty-Seven (37), Line Twenty-Three (23).
28 The remaining Paragraphs (Paragraphs 47 “**CONTROL REQUIREMENTS**” through Paragraph 51

1 **ENTIRE AGREEMENT”** in the original Agreement No. 16-361 shall be re-numbered sequentially to
2 read as Paragraphs 50 through 54.

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

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

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

13 COUNTY shall enforce the requirement of “No Unlawful Use” set forth by DHCS
14 and requires PROVIDER to enforce the requirement as well.

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

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

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

24 **49. CONFIDENTIALITY OATH**

25 PROVIDER shall ensure that all of its employees sign a written confidentiality oath,
26 attached hereto as Exhibit J, Confidentiality Statement, before they begin employment with PROVIDER
27 and shall renew said document annually thereafter. PROVIDER shall retain each employee’s written
28

1 confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the
2 termination of this agreement.”

3 5. That Exhibit A “Non-DMC Services Vendor List” be deleted and replaced with Revised
4 Exhibit A “Non-DMC Services Vendor List”

5 6. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
6 Agreement No. 16-361 and Amendment I together with the Agreement shall be considered the
7 Agreement.

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No.
2 A-16-361 as of the day and year first hereinabove written.

3
4 ATTEST:

5
6 **COUNTY OF FRESNO**

PROVIDER

SEE REVISED EXHIBIT A

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

10 Date: Lo-20-17

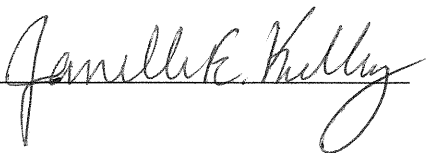
11
12
13 BERNICE E. SEIDEL, Clerk
Board of Supervisors

14
15 By Susan Bishop
Deputy

16 Date: Lo-20-17

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

3 By 


4 Date: _____

5
6 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
7 TREASURER-TAX COLLECTOR

8
9 By 

10 Date: 5/30/17

11
12 REVIEWED AND RECOMMENDED FOR
13 APPROVAL:

14
15 By 
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

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25
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28 lw

1 Provider: **CENTRAL CALIFORNIA RECOVERY, INC.**

2
3 By *Dele White*

4 Print Name: *DELE WHITE*

5
6 Title: _____
7 Chairman of the Board, President, or Vice President

8
9 Date: *5-17-17*

10
11
12 By *Barbara A White*

13 Print Name: *BARBARA A. White*

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

18 Date: *5-17-17*

1 Provider: DELTA CARE, INC.

2
3 By George Tapia

4
5 ~~Print Name:~~ RTA ENUNWA

6 Title: EXECUTIVE DIRECTOR
7 Chairman of the Board, President, or Vice President

8
9 Date: May 18, 2018

10
11
12 By Felix Enunwa

13 Print Name: DR. Felix Enunwa

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

18 Date: 5/18/2018
19
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22
23
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1 Provider: FRESNO NEW CONNECTIONS, INC.

2
3 By Suzanne Kotkin-Jaszi

4
5 Print Name: Suzanne Kotkin-Jaszi

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

8
9 Date: 5-18-17

10

11
12 By Joanna Tilghman

13
14 Print Name: Joanna Tilghman

15

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

19 Date: 5-17-17

20

21

22

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28

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

2
3 By Joan Kelly Jr.

4
5 Print Name: Jesse Rodriguez Jr

6
7 Title: CHAIRMAN of the BOARD

8 Chairman of the Board, President, or Vice President

9 Date: 5-23-17

10
11 By Dennis D. Mayo

12
13 Print Name: Dennis D. MAYO

14
15 Title: Assistant Treasurer

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

18
19 Date: 5/23/17

1 Provider: KINGS VIEW CORPORATION

2
3 By Leon Hoover

4 Print Name: Leon Hoover

5
6 Title: CEO
7 Chairman of the Board, President, or Vice President

8
9 Date: 5/22/2017

10
11
12 By E. Jane Middleton

13 Print Name: E. Jane Middleton

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

18 Date: 5/24/17

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

2
3 By: 

4
5 Print Name: James C. Callaghan, Jr

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

9 Date: 5/18/17

10
11 By: 

12
13 Print Name: Stacy Maxa

14
15 Title: 5/18/17
16 Secretary of Corporation, or
17 Any Assistant Secretary, or
18 Chief Financial Officer, or
19 Any Assistant Treasurer

20
21 Date: _____
22
23
24
25
26
27
28

1 Provider: PANACEA, INC.

2
3 By 

4 Print Name: Phillip Cowing

5
6 Title: President
7 Chairman of the Board, President, or Vice President

8
9 Date: 5/17/17

10
11 By 

12
13 Print Name: SEAN ROSE

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

18
19 Date: 5/17/17

1 Provider: **PROMESA BEHAVIORAL HEALTH, INC.**

2
3 By Michael Der Manuel

4
5 Print Name: MICHAEL DER MANOUEL

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

8
9 Date: 5/15/2017

10
11
12 By Susanne Pruett

13
14 Print Name: Susanne Pruett

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

18
19 Date: 5/15/17

1 Provider: TURNING POINT OF CENTRAL CALIFORNIA, INC.

2
3 By Raymond R. Banks

4
5 Print Name: RAYMOND BANKS

6
7 Title: CHIEF EXECUTIVE OFFICER
8 Chairman of the Board, President, or Vice President

9 Date: 5/19/17

10
11
12
13 By Bruce Taylor

14
15 Print Name: Bruce Taylor

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

20 Date: 5/19/17

1 Provider: WESTCARE CALIFORNIA, INC.

2
3 By Shawn A. Jenkins

4 Print Name: Shawn A. Jenkins

5
6 Title: SR VP
7 Chairman of the Board, President, or Vice President

8
9 Date: 5/18/17

10 Attesting to authority under
11 Resolution WCCA 2017-01

12 By Jim Hanna 05/18/2017

13
14 Print Name: JIM HANNA

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

18
19 Date: _____

Non-DMC Services Vendor List

Revised Exhibit A

Page 1 of 2

Vendor	Phone	Site Location	Maximum Contract Amount
Central California Recovery, Inc. Remit to: 1100 W. Shaw Ave., #130 Fresno, CA 93711	(559) 273-2942	1100 W. Shaw Ave. #130 Fresno CA 93711	\$55,000
Delta Care, Inc. Remit to: 4705 N. Sonora Ave., Suite 113 Fresno, CA 93722	(559) 276-7558	4705 N. Sonora Ave. Fresno, CA 93722	\$15,000
Fresno New Connections, Inc. 4411 N. Cedar Ave. #118 Fresno, CA 93726	(559) 248-1548	4411 N. Cedar Ave. Fresno, CA 93726	\$55,000
King of Kings Community Center Remit to: 2302 Martin Luther King Jr. Blvd Fresno, Ca 93706	(559) 442-0400	2302 Martin Luther King Jr. Blvd Fresno, CA 93706	\$10,000
Kings View Corporation Remit to: 1410 F St., Suite 101 Fresno, CA 93706	(559) 875-6300	1822 Jensen Ave. #122 Sanger, CA 93657	\$35,000
Mental Health Systems Remit to: 9465 Farnham St. San Diego, Ca 92123	(559) 225-9117	3122 N. Millbrook Ave. Suite B Fresno, CA 93703	\$20,000
Panacea Inc. Remit to: 3512 N. Millbrook Ave. Suite D Fresno, CA 93703	(559) 241-0364	3512 N. Millbrook Ave. Suite D Fresno, CA 93703 4928 E. Clinton Ave. #108 Fresno, CA 93727	\$25,000

Non-DMC Services Vendor List

Revised Exhibit A

Page 2 of 2

Promesa Behavioral Health, Inc. Remit to: 7120 N. Marks Ave. Suite 110 Fresno, CA 93711	(559) 439-5437	7120 N. Marks Ave. Suite 110 Fresno, CA 93711	\$5,000
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, CA 93290	(559) 225-1464	3636 N. First St. Suites 135 & 154 Fresno, CA 93726	\$5,000
WestCare California, Inc. Remit to: P.O. Box 12107 Fresno, CA 93776	(559) 237-3420	611 E. Belmont Ave. Fresno, CA 93701	\$50,000

Department of Health Care Services

Substance Use Disorders - Program, Policy and Fiscal Division

Proposed Drug Medi-Cal Rates For Fiscal Year 2016-17

Non-Perinatal DMC

Description	Unit of Service (UOS)	FY 2016-17 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$11.95
NTP - Individual Counseling	One 10-minute Increment	\$13.90
NTP - Group Counseling	One 10-minute Increment	\$3.05
Intensive Outpatient Treatment	Face-to-Face Visit	\$59.13
Naltrexone (NAL) (*)	Face-to-Face Visit	\$19.06
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$69.50
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$27.46

Perinatal DMC

Description	Unit of Service (UOS)	FY 2016-17 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$13.80
NTP - Individual Counseling	One 10-minute Increment	\$18.43
NTP - Group Counseling	One 10-minute Increment	\$6.07
Intensive Outpatient Treatment	Face-to-Face Visit	\$82.54
Residential Treatment	Daily	\$80.92
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$92.13
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$54.63

* From FY 2002-03 through FY 2008-09, Naltrexone was frozen at \$21.19 (the FY 1999-2000 approved rate). Counties and service providers have not provided, submitted claims, nor reported cost for this service since FY 1997-98. For FY 2009-10, the \$21.19 frozen rate was reduced by 10 percent to \$19.07. Therefore, \$19.07 is used as the developed rate. Removing county administration expenses from the cost data reduced the rate to \$19.06.

**FY 2009-2010 rates were adjusted by the cumulative growth in the Implicit Price Deflator, in accordance with Welfare & Institutions Code Section 14021.9(b). The 11.2 percent combined deflator is 2.4 percent for the change from FY 2009-10 to FY 2010-11, plus 2.8 percent for the change from FY 2010-11 to FY 2011-12, plus 1.9 percent for the change from FY 2011-12 to FY 2012-13, plus 1.3 percent for the change from FY 2012-13 to FY 2013-14, plus 0.9 percent for the change from FY 2013-14 to FY 2014-15, plus 1.9 percent from FY 2014-15 to FY 2015-16, plus 1.8 percent from FY 2015-16 to FY 2016-17.

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 J
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:
