

**AMENDMENT II 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 PROMESA BEHAVIORAL HEALTH, INC., a California corporation, whose address is 7120 N. Marks Ave, Suite #110, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 13-575, effective September 17, 2013, as amended by Amendment I, identified as County Agreement No. 13-575-1 effective May 24, 2016, hereafter referred to collectively as the Agreement; and

WHEREAS, PROVIDER has agreed to provide outpatient alcohol and substance use disorder treatment services to Fresno County minors between the ages of 12 and 17 years old; 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 with Line Thirteen (13) and ending on Page Five (5), Line Twenty-One (21) be deleted in its entirety and the following inserted in its place:

**"4. COMPENSATION**

A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for provision of Outpatient Substance Use Disorder treatment services performed by CONTRACTOR in accordance with the published State Maximum Allowable Drug Medi-Cal rates for Fiscal Year 2017-18, or when applicable, the rate(s) subsequently approved by California Department of Health Care Services for the then current twelve-month period during which the Agreement is in effect. For each twelve (12) month period of July 1, 2013 through June 30, 2017, in no event shall the total compensation for actual services performed under this Agreement be in excess of Eighty Thousand and No/100 Dollars (\$80,000). For the twelve month period of July 1, 2017 through

June 30, 2018, in no event shall the total compensation for actual services performed under this Agreement be in excess of Five Thousand and No/100 Dollars (\$5,000.00).

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

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, COUNTY's DBH Director or her designee, shall notify the CONTRACTOR in writing of the reduction in the maximum amount within 30 days of notification of same from the funding source.

In the event funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to the COUNTY plus forty-five days.

C. Payments –CONTRACTOR shall complete the year end cost report in accordance to Section 16 of this Agreement at the end of each fiscal year to reflect actual cost and reimbursement for services provided. Within forty-five (45) days of the reconciliation by COUNTY, CONTRACTOR shall make payment to COUNTY or COUNTY shall reimburse CONTRACTOR 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 Substance Use Disorder Services.

For services rendered herein, CONTRACTOR shall assure that an on-going quality assurance component is in place and is occurring. CONTRACTOR 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. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall

1 be relieved of its obligation for further compensation. CONTRACTOR's and COUNTY's obligations  
2 under this section shall survive the termination or expiration of this Agreement with respect to services  
3 provided during the Term of this Agreement without regard to the cause of termination of this  
4 Agreement.

5 D. Public Information - CONTRACTOR shall disclose its funding source in all  
6 public information, however, this requirement of disclosure of funding source shall not be required in  
7 spot radio or television advertising.

8 E. Lobbying Activity - CONTRACTOR shall not directly or indirectly use any  
9 of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to  
10 support or defeat legislation pending before the Congress of the United States or the Legislature of the  
11 State of California.

12 F. Political Activity - CONTRACTOR shall not directly or indirectly use any  
13 of the funds under this Agreement for any political activity or to further the election or defeat of any  
14 candidate for public office.

15 G. Funding Sources – Any direct or indirect service provided by  
16 CONTRACTOR as part of its overall alcohol and SUD program may be partially supported by revenues  
17 or in-kind contributions generated by CONTRACTOR. Said direct and indirect services provided under  
18 this Agreement may be partially supported by private or agency contributions. It shall be the obligation  
19 of CONTRACTOR to determine and claim all revenue possible from private pay sources and third party  
20 payers. CONTRACTOR shall not use any funds under this Agreement for services covered by Drug  
21 Medi-Cal or other health insurance for eligible beneficiaries. CONTRACTOR shall claim all Drug  
22 Medi-Cal covered services for eligible beneficiaries through the Drug Medi-Cal claiming process.  
23 COUNTY will only reimburse CONTRACTOR for services rendered that are not covered by Drug  
24 Medi-Cal, other insurance or other revenue sources.

25 Any revenues generated by CONTRACTOR in excess of the amounts budgeted in  
26 this Agreement, may be utilized to expand/enhance the services during COUNTY's fiscal years in which  
27 revenues are collected or in the following COUNTY fiscal year. Additional revenues will be considered  
28 separate and distinct from COUNTY's payment to CONTRACTOR. 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 shall disclose all sources of revenue to COUNTY. Under no circumstances will COUNTY funded staff time be used for fund-raising purposes.

H. Cost of Living Adjustment – CONTRACTOR shall not utilize any funds provided under this Agreement for cost of living adjustments to CONTRACTOR's employee compensation in excess of what is approved in the budget submitted with the RFP response."

2. That Paragraph Twenty-Seven (27) – Compliance With Laws/Policies – in the Agreement, on Page Thirty (30), beginning with Line Six (6) and ending on Page Thirty-One (31), Line Seven (7) be deleted in its entirety and the following inserted in its place:

**27. COMPLIANCE WITH LAWS/POLICIES**

CONTRACTOR 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 shall comply with any other Federal and State laws or guidelines applicable to CONTRACTOR performance under this Agreement or any local ordinances, regulations, or policies applicable. Such provisions include, but are not restricted to:

A. CONTRACTOR shall provide that each client's ability to pay for services is determined by the use of the method approved by COUNTY.

B. CONTRACTOR shall establish and use COUNTY's approved method of determining and collecting fees from clients.

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

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

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

F. CONTRACTOR shall comply with the State of California,

1 Department of Alcohol and Drug Programs Services Parolee Services Network (PSN).

2 3. That Paragraph Forty-Three (43) – Trafficking In Persons Provisions – Private Entity -,  
3 which was added to the Agreement by Amendment I at Page Forty (40), Line Twenty-Four (24) be  
4 deleted in its entirety and the following inserted in its place, and insert Paragraphs Forty-Four (44),  
5 Forty-Five (45) and Forty-Six (46) to read as follows:

6 **“43. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

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

11 CONTRACTOR, CONTRACTOR’s employees, subrecipients, and subrecipients’  
12 employees may not:

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

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

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

28 CONTRACTOR must sign a certification annually acknowledging the Trafficking

Victims Protection Act of 2000 requirements, attached hereto as Exhibit H: TVPA 2000 Certification, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

**44. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

CONTRACTOR 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.

**45. UNLAWFUL USE OF DRUGS AND ALCOHOL**

CONTRACTOR 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. Additionally CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3. CONTRACTOR shall maintain that any unlawful use of drugs and alcohol is illegal and dangerous.

CONTRACTOR must sign the certification attached hereto as Exhibit I: Unlawful Use of Drugs and Alcohol Certification, 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 to enforce the requirement as well.

**46. CONFIDENTIALITY OATH**

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Exhibit J: Oath of Confidentiality, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee’s written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.”

4. That Paragraph Forty-Four (44) – Entire Agreement - shall be renumbered to read as Paragraph Forty-Seven (47) “**ENTIRE AGREEMENT**”:

1           5.       That Exhibit B, Scope of Work, be deleted and replaced with Revised Exhibit B, attached  
2 hereto and incorporated herein by this reference. All references in the Agreement to “Exhibit B” shall  
3 be deleted and replaced with “Revised Exhibit B”.

4           6.       That Exhibit A, Service Site Locations, and Exhibit C be deleted in their entirety. All  
5 references in the Agreement to “Exhibit A” and “Exhibit C” shall be deleted.

6           7.       COUNTY and PROVIDER agree that this Amendment II is sufficient to amend the  
7 Agreement; and that upon execution of this Amendment II, the Agreement, Amendment I and  
8 Amendment II together shall be considered the Agreement.

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement No.  
2 13-575 as of the day and year first hereinabove written.  
3

4 ATTEST:

5 PROVIDER:

6 PROMESA BEHAVIORAL HEALTH, INC. COUNTY OF FRESNO  
7

8  
9 By Michael Der Manuel

By Brian Pacheco  
Brian Pacheco, Chairman  
Board of Supervisors

10  
11 Print Name: MICHAEL DER MANUEL

12 Title: President  
Chairman of the Board, or  
President, or any Vice President  
13  
14 5/15/2017

Date: 10-20-17

15  
16 BERNICE E. SEIDEL, Clerk  
Board of Supervisors

17  
18 By Susanne Pruitt

By Susan Bishop  
Deputy

19  
20 Print Name: Susanne Pruitt

Date: 10-20-17

21 Title: Controller  
Secretary of Corporation,  
22 any Assistant Secretary, or  
23 Chief Financial Officer, or  
Assistant Treasurer  
24

25 Mailing Address:  
26 7120 N. Marks Ave, Suite 110  
Fresno, CA 93711  
27 Contact: Chief Executive Officer  
28 ///



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

3  
4 By 

5  
6 Date: \_\_\_\_\_

7  
8 APPROVED AS TO ACCOUNTING FORM:  
9 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

10  
11 By 

12  
13 Date: 5/30/17

14  
15 REVIEWED AND RECOMMENDED FOR  
16 APPROVAL:

17  
18 By 

19 Dawan Utecht, Director  
Department of Behavioral Health

20  
21 Date: 5/22/17

22  
23 Fund/Subclass: 0001/10000

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25 Account/Program: 7295/0

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## SCOPE OF WORK

### Youth Treatment Services

ORGANIZATION: Promesa Behavioral Health

MAILING ADDRESS: 7475 N Palm Avenue, #107, Fresno, CA 93711

SERVICES: Youth (ages 12 to 17) Outpatient Substance Use Disorders Treatment Services

<b>Director:</b>	<b>Ricardo Vasquez</b>
<b>Senior AOD Counselor:</b>	Alfonso Padron
<b>Medical Director:</b>	Dr. Diane Kecskes MD
<b>IT Support:</b>	Josh Cash
<b>County Division:</b>	Department of Behavioral Health, Substance Abuse Services
<b>County Contact:</b>	Jeremy Boriack, Staff Analyst, 600-0609

CONTRACT PERIOD: September 17, 2013 through June 30, 2016

AUTO-RENEWAL 1: July 1, 2016 through June 30, 2017

AUTO-RENEWAL 2: July 1, 2017 through June 30, 2018

CONTRACT AMOUNT: \$325,000

<u>Term</u>	<u>Total Budget</u>
<b>FY13-14</b>	\$80,000
<b>FY14-15</b>	\$80,000
<b>FY15-16</b>	\$80,000
<b>FY16-17</b>	\$80,000
<b>FY17-18</b>	\$5,000

## **Youth Treatment Services**

### **PROGRAM DESCRIPTION**

The Promesa Behavioral Health Youth Treatment program is a minimum 90-day Outpatient Substance Use Disorder treatment program that implements a variety of evidence-based treatment strategies that are culturally and linguistically sensitive, and gender specific. Services are delivered in individual and group therapy sessions at various locations within Fresno County.

### **SCHEDULE OF SERVICES**

CONTRACTOR staff shall be available to provide Outpatient Substance Use Disorder and Co-occurring treatment services Mondays through Fridays. CONTRACTOR shall enroll clients into an appropriate level of treatment within 72 hours of initial assessment.

### **TARGET POPULATION**

The target population that will participate in or more of the programs is:

- 1) Between the ages of 12 to 17 years old;
- 2) residents of Fresno County;
- 3) meeting the DSM IV-TR criteria for placement in the appropriate program.

### **STAFFING REQUIREMENTS**

1. CONTRACTOR shall implement each program through guidance and oversight of the project, including operations, strategic planning/development, and direct services, provided by the Program Director, Senior AOD Counselor, and a Medical Director.
2. Clinical Treatment Staff: The Program Senior AOD Counselor and the AOD Counselors work as part of a Multi-disciplinary Casework team that is under the direction of the Program Director. Direct services are delivered by AOD Counselors. According to CCR Title 9, by October 1, 2005 or within six months of the date of hire, whichever is later, all non-licensed or non-certified individuals providing counseling services in an AOD program are required to register to obtain certification as an AOD counselor by one of the certifying organizations specified in the regulation. Further, registrants shall complete certification as an AOD counselor within five years of the date of registration. In addition, according to CCR Title 9, by April 2010, at least 30% of staff providing counseling services in AOD programs shall be licensed or certified.
3. The Outpatient treatment staff will be available on-site 6 hours a day, 5 days a week. Participants may access crisis intervention through the main facility telephone number (559) 981-5534.

## **CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall provide:

- (1) a comprehensive assessment, including drug use, psychological, social, vocational, and legal problems, and a health screening;
- (2) a gender-specific, culturally and linguistically sensitive, substance use disorder and co-occurring treatment program for Fresno County youth ages 11 to 17 who are non-Medi-Cal eligible;
- (3) a minimum 90-day outpatient treatment program incorporating a variety of innovative, and evidence-based treatment methods;
- (4) linkages to ancillary services (e.g., medical, vocational, psychological, legal);
- (5) development of individual treatment plans within 30 days from admission, and shall update each treatment plan every 90 calendar days or more often if necessary.
- (7) management of a waitlist, including documented referrals to other treatment providers and ancillary services;
- (8) age-appropriate, evidence-based treatment that is outcome informed;
- (9) adherence to the Youth Treatment Guidelines (Revised 2002);
- (10) a cultural and linguistic competency plan to address the 15 Cultural and Linguistically Appropriate Sensitivity Standards (CLASS); and
- (11) a Program Fidelity plan to ensure proper integration and adherence to the Evidence-Based practices adopted by the program.

## **PROGRAM REPORTS AND OUTCOMES**

### **1. Certification and Licensing Standards:**

- a. CONTRACTOR shall maintain at all times current and applicable licensure and certifications for Alcohol and Other Drug Treatment Programs.
- b. CONTRACTOR shall ensure at all times that staff maintain at all times all applicable requirements as dictated by applicable regulations, this agreement, and County Policies.

### **2. Indemnity**

- a. CONTRACTOR shall maintain valid and current insurance coverage at or above the minimum requirements of Paragraph 14 of this agreement.
- b. CONTRACTOR shall provide a Certificate of Commercial General Liability naming the County of Fresno as additional insured.
- c. CONTRACTOR shall provide a Certificate of Automobile Liability naming the County of Fresno as additional insured.

- d. CONTRACTOR shall provide a Certificate of Professional Liability naming the County of Fresno as additional insured.
- e. CONTRACTOR shall provide a Certificate of Worker's Compensation insurance.

3. Culturally and Linguistically Appropriate Services

- a. CONTRACTOR shall submit to COUNTY for approval, within 60 days from date of contract execution, a plan to address all fifteen national cultural competency standards, as identified in Exhibit E of this agreement.
- b. CONTRACTOR shall review and document adherence to the plan.
- c. CONTRACTOR shall modify and update the plan in response to deficiencies cited in COUNTY site reports, or in response to updates to the national competency standards.

4. Program Fidelity

- a. CONTRACTOR shall submit to COUNTY for approval, within 60 days from date of contract execution, a plan to address Program Fidelity to address adherence to the evidence-based practices as approved by the Substance Abuse and Mental Health Services Administration (SAMSHA). For more information refer to <http://www.nrepp.samhsa.gov/>.
- b. CONTRACTOR shall modify and update the plan in response to deficiencies found in self-audits, COUNTY site reports, or in the case of implementing other evidence-based practices.

5. Report Delivery and Content Requirements

CONTRACTOR shall deliver all Department of Behavioral Health, Substance Abuse Services Division required reporting in approved data collection format in a timely and accurate manner.

6. Billable Services

CONTRACTOR shall ensure billable Substance Use Disorder treatment services meet any/all County, State, Federal regulations including any utilization review and quality assurance standards, and provide all pertinent and appropriate information in a timely manner to County for services rendered.

7. Outcome Measurements and Reporting

Outcomes to be measured are:

- 1. 70% of clients admitted for Outpatient Treatment services will be engaged in treatment for 60 days or more.
- 2. 60% of clients receiving treatment will have satisfactory progress at discharge.

**COUNTY'S RESPONSIBILITIES**

COUNTY shall:

1. Provide oversight through the County Department of Behavioral Health (DBH), Substance Abuse Services Division
2. Assist CONTRACTOR in making linkages with Mental Health Services.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the CONTRACTOR for ongoing consultation.
4. Receive and analyze statistical data outcome information from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
5. Recognize that program competency is a goal toward which professionals, agencies, and systems should strive. To assist the CONTRACTOR's efforts towards program competency, DBH shall provide the following at no cost to CONTRACTOR:
  - a. Technical assistance to CONTRACTOR regarding County, State, and Federal requirements for Substance Use Disorder treatment services.
  - b. Technical assistance for CONTRACTOR in translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish, Laotian, Cambodian and Hmong). Translation services and costs associated will be the responsibility of CONTRACTOR.

# **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.

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Agency Name

Signature:

Date: