

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of September, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and The Behavioral Tech, LLC, a Washington State Limited Liability Company whose address is 1107 NE 45<sup>th</sup> Street, Suite 230, Seattle, WA 98105, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) is in need of a qualified agency to provide training and related supplies for the Dialectical Behavior Therapy Intensive/Foundational Training Part 1 & Part 2; and

WHEREAS, CONTRACTOR is qualified and willing to provide DBH clinical staff with Dialectical Behavior Therapy (DBT) training, a cognitive behavioral treatment which emphasizes individual psychotherapy and group skills training to help people learn and use new skills and strategies to develop a life that they experience as worth living, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

CONTRACTOR shall provide Dialectical Behavior Therapy (DBT) Intensive/Foundation Training consisting of Part I and Part II and consultation as described in the Scope of Work, in Exhibit A, as set forth hereto and by this reference incorporated herein and made part of this Agreement.

CONTRACTOR shall also provide Team Consultation to DBH staff via phone/video to help with the implementation of DBT in the work setting.

CONTRACTOR shall provide participants of this training with credit for Continuing Education hours.

///

1                   **2.   OBLIGATIONS OF THE COUNTY**

2                   A. COUNTY agrees the limit the training and consultation engagements to the  
3 maximum number of participants and fulfill all other requirements listed in Exhibit A, Scope of  
4 Work.

5                   B. The COUNTY shall follow specific set-up and event management  
6 instructions provided by BTECH to facilitate the provision of the Continuing Education credits to  
7 DBH staff.

8                   C. COUNTY shall provide training appropriate training venue and space.

9                   D. COUNTY shall provide training supplies

10                  E. COUNTY shall provide any needed Audio/Video equipment

11                   **3.   TERM**

12                  The term of this Agreement shall be for a period of three (3) years,  
13 commencing upon execution through and including June 30, 2020. This Agreement may be  
14 extended for two (2) additional consecutive twelve (12) month periods upon written approval of  
15 both parties no later than thirty (30) days prior to the first day of the next twelve (12) month  
16 extension period. The Director, Department of Behavioral Health, or his or her designee is  
17 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S  
18 satisfactory performance.

19                   **4.   TERMINATION**

20                  A. Non-Allocation of Funds - The terms of this Agreement, and the services  
21 to be provided thereunder, are contingent on the approval of funds by the appropriating  
22 government agency. Should sufficient funds not be allocated, the services provided may be  
23 modified, or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days  
24 advance written notice.

25                  B. Breach of Contract - COUNTY may immediately suspend or terminate  
26 this Agreement in whole or in part, where in the determination of COUNTY there is:

27                           1) An illegal or improper use of funds;

28                           2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY, CONTRACTOR, or COUNTY's DBH Director or designee upon the giving of sixty (60) days advance written notice of an intention to terminate.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

#### 5. COMPENSATION/INVOICING:

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

In consideration of the services to be performed and the products to be provided by CONTRACTOR, COUNTY agrees to pay CONTRACTOR the charges at the times and in the amounts set forth in Exhibit A. Invoices are payable net forty-five (45) days after invoice date, unless other payment terms are agreed to by COUNTY and CONTRACTOR in writing.

If COUNTY has a dispute with any invoiced charges, COUNTY will, within ten (10) days from receipt of invoice, notify CONTRACTOR of such dispute and work with CONTRACTOR to quickly resolve such dispute.

CONTRACTOR agrees that it will not revise the charges for services and products during the term of this Agreement.

CONTRACTOR shall submit all invoices to DBHInvoices@co.fresno.ca.us. COUNTY shall pay CONTRACTOR upon receipt of a detailed invoice after the completion of Part I of the training an amount of One Hundred Two Thousand, Three Hundred and Ninety-Six Dollars

1 (\$102,396) and the COUNTY shall pay Forty-Five Thousand Four Hundred and Forty-Four Dollars  
2 (\$45,444) upon the receipt of a detailed invoice after the completion of Part II of the training.

3 In no event shall services performed under this Agreement be in excess of  
4 One Hundred Forty-Seven Thousand, Eight Hundred and Forty Dollars and 00/100 cents  
5 (\$147,840.00) during the term of this Agreement. It is understood that all expenses incidental to  
6 CONTRACTOR'S performance of services under this Agreement shall be borne by  
7 CONTRACTOR.

8 **6. INDEPENDENT CONTRACTOR:**

9 In performance of the work, duties and obligations assumed by CONTRACTOR  
10 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any  
11 and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
12 performing as an independent contractor, and shall act in an independent capacity and not as an  
13 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
14 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method  
15 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the  
16 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations  
17 in accordance with the terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of  
19 law and the rules and regulations, if any, of governmental authorities having jurisdiction over  
20 matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have  
22 absolutely no right to employment rights and benefits available to COUNTY employees.  
23 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
24 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
25 responsible and save COUNTY harmless from all matters relating to payment of  
26 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
27 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this

1 Agreement.

2 **7. MODIFICATION:**

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

5 **8. NON-ASSIGNMENT:**

6 Neither party shall assign, transfer or sub-contract this Agreement nor their rights  
7 or duties under this Agreement without the prior written consent of the other party.

8 **9. HOLD HARMLESS:**

9 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's  
10 request, defend COUNTY, its officers, agents and employees from any and all costs and  
11 expenses including attorney fees and court costs, damages, liabilities, claims and losses  
12 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by  
13 CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all  
14 costs and expenses, including attorney fees and court costs, damages, liabilities, claims and  
15 losses occurring or resulting to any person, firm or corporation who may be injured or damaged  
16 by the performance, or failure to perform, of CONTRACTOR, their officers, agents or employees  
17 under this Agreement.

18 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of  
19 California audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

20 **10. INSURANCE**

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

26 **A. Commercial General Liability**

27 Commercial General Liability Insurance with limits of not less than One  
28 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars

1 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
2 specific coverages including completed operations, products liability, contractual liability,  
3 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
4 necessary because of the nature of this contract.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
7 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
8 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
9 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
10 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used  
11 in connection with this Agreement.

12 C. Professional Liability

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

17 D. Worker's Compensation

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

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

28 Within Thirty (30) days from the date CONTRACTOR signs and executes this

1 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
2 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and  
3 Address of the official who will administer this contract), stating that such insurance coverage have  
4 been obtained and are in full force; that the County of Fresno, its officers, agents and employees  
5 will not be responsible for any premiums on the policies; that such Commercial General Liability  
6 insurance names the County of Fresno, its officers, agents and employees, individually and  
7 collectively, as additional insured, but only insofar as the operations under this Agreement are  
8 concerned; that such coverage for additional insured shall apply as primary insurance and any  
9 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
10 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies  
11 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
12 days advance, written notice given to COUNTY.

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

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

#### 19 **11. LICENSES/CERTIFICATES**

20 Throughout the term of this Agreement, CONTRACTOR and CONTRACTOR's  
21 staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and  
22 exemptions necessary for the provision of the services hereunder and required by the laws and  
23 regulations of the United States of America, State of California, the County of Fresno, and any  
24 other applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately in  
25 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers  
26 and exemptions irrespective of the pendency of any appeal related thereto. Additionally,  
27 CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or  
28 regulations, as may now exist or be hereafter changed.

1           **12.   REFERENCES TO LAWS AND RULES**

2           In the event any law, regulation, or policy referred to in this Agreement is  
3 amended during the term thereof, the parties hereto agree to comply with the amended provision  
4 as of the effective date of such amendment.

5           **13.   CONFIDENTIALITY**

6           All services performed by CONTRACTOR under this Agreement shall be in strict  
7 conformance with all applicable Federal, State of California and/or local laws and regulations  
8 relating to confidentiality.

9           **14.   HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

10          COUNTY and CONTRACTOR each consider and represent themselves as  
11 covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of  
12 1996, Public Law 104-191 (HIPAA) and agree to use and disclose Protected Health Information  
13 (PHI) as required by law.

14          COUNTY and CONTRACTOR acknowledge that the exchange of PHI between  
15 them is only for treatment, payment, and health care operations.

16          COUNTY and CONTRACTOR intend to protect the privacy and provide for the  
17 security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information  
18 Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and  
19 regulations promulgated thereunder by the U.S. Department of Health and Human Services  
20 (HIPAA Regulations) and other applicable laws.

21          As part of the HIPAA Regulations, the Privacy Rule and the Security Rule  
22 require CONTRACTOR to enter into a contract containing specific requirements prior to the  
23 disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and  
24 164.504(e) of the Code of Federal Regulations.

25           **15.   NON-DISCRIMINATION**

26          During the performance of this Agreement, CONTRACTOR shall not unlawfully  
27 discriminate against any employee or applicant for employment, or recipient of services, because  
28 of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital



1 status, age or sex, pursuant to all applicable State and Federal statutes and regulations.

2 **16. ASSURANCES**

3 In entering into this Agreement, CONTRACTOR certifies that it is not currently  
4 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care  
5 Programs: that it has not been convicted of a criminal offense related to the provision of health  
6 care items or services; nor has it been reinstated to participation in the Federal Health Care  
7 Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns,  
8 subsequent to entering into a contract, that CONTRACTOR is ineligible on these grounds,  
9 COUNTY will remove CONTRACTOR from responsibility for, or involvement with, COUNTY's  
10 business operations related to the Federal Health Care Programs and shall remove such  
11 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or  
12 services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly  
13 or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such  
14 time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

15 A. If COUNTY has notice that CONTRACTOR has been charged with a  
16 criminal offense related to any Federal Health Care Program, or is proposed for exclusion during  
17 the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to  
18 ensure the accuracy of any claims submitted to any Federal Health Care Program. At its  
19 discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing  
20 services until resolution of the charges or the proposed exclusion.

21 B. CONTRACTOR agrees that all potential new employees of  
22 CONTRACTOR or subcontractors of CONTRACTOR who, in each case, are expected to  
23 perform professional services under this Agreement, will be queried as to whether (1) they are  
24 now or ever have been excluded, suspended, debarred, or otherwise ineligible to participate in  
25 the Federal Health Care Programs; (2) they have been convicted of a criminal offense related  
26 to the provision of health care items or services; and or (3) they have been reinstated to  
27 participation in the Federal Health Care Programs after a period of exclusion, suspension,  
28 debarment, or ineligibility.

1                   1) In the event the potential employee or subcontractor informs  
2 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has  
3 been convicted of a criminal offense relating to the provision of health care services, and  
4 CONTRACTOR hires or engages such potential employee or subcontractor, CONTRACTOR will  
5 ensure that said employee or subcontractor does no work, either directly or indirectly relating to  
6 services provided to COUNTY.

7                   2) Notwithstanding the above, COUNTY at its discretion may terminate  
8 this Agreement in accordance with Section Three (3) of this Agreement, or require adequate  
9 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible  
10 employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly,  
11 relating to services provided to COUNTY. Such demand for adequate assurance shall be  
12 effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY  
13 consumers.

14                   C. CONTRACTOR shall verify (by asking the applicable employees and  
15 subcontractors) that all current employees and existing subcontractors who, in each case, are  
16 expected to perform professional services under this Agreement (1) are not currently excluded,  
17 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs;  
18 (2) have not been convicted of a criminal offense related to the provision of health care items or  
19 services; and (3) have not been reinstated to participation in the Federal Health Care Program  
20 after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing  
21 employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended,  
22 debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been  
23 convicted of a criminal offense relating to the provision of health care services, CONTRACTOR  
24 will ensure that said employee or subcontractor does no work, either direct or indirect, relating to  
25 services provided to COUNTY.

26                   1. CONTRACTOR agrees to notify COUNTY immediately during the  
27 term of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who,  
28 in each case, is providing professional services under this Agreement is excluded, suspended,

debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating to the provision of health care services.

2. Notwithstanding the above, COUNTY at its discretion may terminate this Agreement in accordance with Section 3 of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

D. CONTRACTOR agrees to cooperate fully with any reasonable requests for information from COUNTY which may be necessary to complete any internal or external audits relating to CONTRACTOR's compliance with the provisions of this Section.

E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR'S violation of CONTRACTOR'S obligations as described in this Section.

#### **18. PUBLICITY PROHIBITION**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

#### **19. AUDITS AND INSPECTIONS:**

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

1           **20.    NOTICES:** The persons and their addresses having authority to give and receive  
2 notices under this Agreement include the following:

3                           **COUNTY**

4                           Director, Fresno County  
5                           Department of Behavioral Health  
6                           3133 N. Millbrook Ave.  
7                           Fresno, CA 93703

**CONTRACTOR**

                         Jeff West, Director of Client Services  
                         Behavioral Tech, LLC  
                         1107 NE 45<sup>th</sup> Street, Suite 230  
                         Seattle, WA 98105

          All notices between the COUNTY and CONTRACTOR provided for or  
permitted under this Agreement must be in writing and delivered either by personal service, by  
first-class United States mail, by an overnight commercial courier service, or by telephonic  
facsimile transmission. A notice delivered by personal service is effective upon service to the  
recipient. A notice delivered by first-class United States mail is effective three COUNTY business  
days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
delivered by an overnight commercial courier service is effective one COUNTY business day after  
deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
instructions given for next day delivery, addressed to the recipient. A notice delivered by  
telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
transmission is completed outside of COUNTY business hours, then such delivery shall be  
deemed to be effective at the next beginning of a COUNTY business day), provided that the  
sender maintains a machine record of the completed transmission. For all claims arising out of or  
related to this Agreement, nothing in this section establishes, waives, or modifies any claims  
presentation requirements or procedures provided by law, including but not limited to the  
Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section  
810).

23           **21.    GOVERNING LAW:** Venue for any action arising out of or related to this  
24 Agreement shall only be in Fresno County, California.

25                       The rights and obligations of the parties and all interpretation and performance  
26 of this Agreement shall be governed in all respects by the laws of the State of California.

27           **22.    DISCLOSURE OF SELF-DEALING TRANSACTIONS**

1                   This provision is only applicable if the CONTRACTOR is operating as a  
2 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the  
3 CONTRACTOR changes its status to operate as a corporation.

4                   Members of the CONTRACTOR's Board of Directors shall disclose any self-  
5 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
6 performing services under this agreement. A self-dealing transaction shall mean a transaction  
7 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
8 financial interest. Members of the Board of Directors shall disclose any self-dealing  
9 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
10 Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and  
11 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
12 immediately thereafter.

13               **23. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement  
14 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
15 supersedes all previous Agreement negotiations, proposals, commitments, writings,  
16 advertisements, publications, and understanding of any nature whatsoever unless expressly  
17 included in this Agreement. In the event of any inconsistency in interpreting the documents which  
18 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following  
19 order of priority: (1) the text of this Agreement; (2) Attachments to the Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
2 day and year first hereinabove written.

3  
4 BEHAVIORAL TECH, LLC

COUNTY OF FRESNO

5  
6 By J-W-1  
7 JEFF WEST, DIRECTOR  
CLIENT SERVICES

By B. Pacheco  
BRIAN PACHECO, CHAIRMAN  
BOARD OF SUPERVISORS

8 APPROVED AS TO LEGAL FORM:  
9 DANIEL C. CEDERBORG, COUNTY COUNSEL

ATTEST:  
BERNICE E. SEIDEL, Clerk  
Board of Supervisors

10  
11 By [Signature]

By Susan Bishop, Deputy

12  
13 APPROVED AS TO ACCOUNTING FORM:  
14 OSCAR GARCIA, C.P.A., AUDITOR-CONTROLLER/  
15 TREASURER-TAX COLLECTOR

16  
17 By Oscar Garcia

18  
19 REVIEWED AND RECOMMENDED FOR  
20 APPROVAL:

21 By Dawan Utecht

22 Dawan Utecht, Director  
23 Department of Behavioral Health

24 Fund/Subclass: 0001/10000  
25 Organization: 56304756  
Account/Program: 7295/0

26 Mailing Address:  
27 1107 NE 45th Street, Suite 230  
28 Seattle, WA 98105

Contact Person: Clint Potter  
Phone No: (206) 701-0602

## SCOPE OF WORK

Behavioral Tech, LLC, (BTECH) will provide the following services listed below:

### I. Services – Training

	Fee (in USD)
<b>Training Services</b>	
<p><b><u>Dialectical Behavior Therapy Intensive/Foundational Training™ Part 1 &amp; Part 2</u></b>            (Intensive Training 10 days total: 5 days + 5 days – Foundational Training 5 days total)  <u>Part 1: September 25<sup>th</sup> – 29<sup>th</sup>, 2017</u>  <u>Part 2: March 5<sup>th</sup> – 9<sup>th</sup>, 2018</u></p> <ul style="list-style-type: none"> <li>• The Intensive program consists of two parts (Part 1 and Part 2), that are delivered approximately 6 months apart (see description for more information).</li> <li>• The Foundational program consists of participants joining in on the Intensive Training Part 1 – 5 days (Part 2 not required for Foundational participants).</li> <li>• Intensive Training is for participants that will be implementing DBT into their unit/setting. They will need to have been grouped into consultation teams (of 2 to 14 members each) and introduced to one another before Part 1 training. These groups will then become their consultation team, working together during and after the Intensive Training.</li> <li>• The Foundational Training is for participants (up to 8 attendees) that will be joining an existing consultation team in an established DBT program. These participants can attend as individuals.</li> <li>• There is a maximum of nine (9) participating Intensive Training teams, and the training, including Foundational participants, can consist of no more than 65 total participants.</li> <li>• Fee includes allocation of up to 65 Continuing Education hours for agreed-upon boards/disciplines (for participation in Part 1 <u>and</u> Part 2 for Intensive participants</li> <li>• Foundational participants will receive 32 Continuing Education hours (for participation in Part 1)</li> </ul>	\$129,840.00
<b>Total Fee – Training Services</b>	<b>\$129,840.00</b>

## II. Consultation Services

Consultation Services		
<b><u>Team Consultation</u></b>		
<ul style="list-style-type: none"><li>Specialized team consultation to help with the implementation of DBT in your setting. Provides a clear picture of the clinical or programmatic questions</li><li>Provided remotely, via phone/video between the hours of 8:00 AM to 5:00 PM</li><li>Unit cost is \$250/hour</li></ul>	8 hours	\$2,000.00 (per team)
Total Fee – Consultation Services		\$18,000.00
Final Total –Training Services & Consultation Services		\$147,840.00

## III. Payment Schedule

COUNTY shall pay CONTRACTOR as follows:

After completion of Part I of training	-	\$102,396
After completion of Part II of the training	-	\$ 45,444

## IV. The County of Fresno agrees to limit the training and consultation engagements to the maximum number of participants listed in the table above, and require that the participants be consistent for each of the training events.

This training is intended for mental health professionals who:

- Are interested in implementing the structure, goals, and stages of DBT treatment.
- Want to teach the four DBT skills modules (Core Mindfulness, Interpersonal Effectiveness, Emotion Regulation, and Distress Tolerance) to patients.
- Are, or intend to be, active members of DBT consultation teams

All other terms or restrictions listed in the above table above also apply

## V. The County of Fresno agrees to limit the training and consultation engagements to the maximum number of participants listed in the enclosed.

In order for participants to be provided with the requested continuing education credits for each training, COUNTY staff shall abide by: adherence to the posted training schedule, administering a strict sign-in and sign-out process for all participants according to provided instructions, and the timely remittance of necessary data and a return of the training sign-in and sign-out rosters to BTECH (within 10 days of the training). An identified administrator of these responsibilities and tasks must be assigned by the County of Fresno prior to the training.



Participants that have followed the requirements of participation for receiving continuing education credits (including sign-in and sign-out documentation) shall receive their continuing education from BTECH within 4-6 weeks after the conclusion of their training program.

- VI. This training is to be scheduled from 8:30am to 4:30pm unless modified and confirmed by both parties. An example daily schedule is below. (NOTE: modification of the schedule may result in changes to the number of available Continuing Education credits.)

Example Daily Training Schedule	
Time	Function
8:15 AM	Sign in
8:30 AM - 10:45 AM	Training
10:30 AM - 10:45 AM	Break
10:45 AM – 12:00 PM	Training
12:00 PM – 1:15PM	Lunch
1:15 PM 2:45 PM	Training
2:45 PM - 3:00 PM	Break
4:15 PM - 4:45 PM	Q&A, Evaluations, Sign out

VII. **Use of Behavioral Tech Materials**

All materials that **BTECH** provides to **the County of Fresno**, including, but not limited to, training and course materials, supporting documentation, information describing BTECH processes and techniques, and all other knowledge, plans, and information (“BTECH Materials”) shall remain the sole property of **BTECH** or its affiliates. This letter of agreement does not grant **the County of Fresno** any rights to display, reproduce, distribute, copy, keep, make derivative works from, or otherwise use any **BTECH** Materials, except as explicitly provided in this agreement.

After the above-listed trainings have occurred, **the County of Fresno** shall return or destroy all **BTECH** Materials, except with a written agreement authorizing continued use.

VIII. **Audio/Video Recording**

**The County of Fresno** recognizes and agrees that **BTECH** has a strict policy that prohibits audio or visual recording of all aspects of training and consultation provided by **BTECH** trainers. **The County of Fresno** further recognizes and agrees that recording without permission may result in a violation of client confidentiality and may be subject to legal action.

IX. **Cancellation Policy**

If **the County of Fresno** fails to meet their obligations stated above or cancels the training after this Agreement has been signed, **the County of Fresno** agrees to reimburse **BTECH** for all direct expenses incurred to the date of cancellation including but not limited to documented staff hours spent working on this event and any cancellation fees related to previously-booked travel.

If **the County of Fresno** cancels with fewer than 30 days before the training, **the County of Fresno** agrees to pay **BTECH** a \$2,000.00 USD cancellation fee in addition to these direct expenses. This cancellation fee will not apply if **the County of Fresno** and **BTECH** mutually agree to reschedule the training to a later date, but will be required to pay any fees related to rebooking travel.

If the training is cancelled due to circumstances beyond the control of **the County of Fresno**, such as a natural disaster or an act of terror, **the County of Fresno** will not be liable for this cancellation. Rather, **BTECH** will work with **the County of Fresno** to reschedule the training for an alternate date without a cancellation fee.

Cancellation of a scheduled consultation must be made at least 48 hours before the agreed upon appointment time. Failure to cancel at least 48 hours before will result in a charge for the scheduled service, and forfeiture of the scheduled consultation session.

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### **INSTRUCTIONS**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
Name:		Date:	
Job Title:			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
Signature:		Date:	