

**AGREEMENT**

This Agreement is made and entered into this 8th day of May 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor listed in Exhibit A, attached hereto and incorporated herein by this reference, collectively hereinafter referred to as "CONTRACTORS", and such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY.

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) has a need for substance use disorder treatment services for CalWORKs and Child Welfare clients; and

WHEREAS, CONTRACTORS represent they are qualified to provide substance abuse disorder treatment services needed by COUNTY, and are willing to provide them subject to the terms and conditions of this Agreement.

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

**1. SERVICES**

A. CONTRACTORS shall perform all services and fulfill all responsibilities as identified in Exhibit B, Summary of Services, attached hereto and incorporated herein by this reference.

B. Additionally, CONTRACTORS shall provide all services in accordance with the State of California's Social Services Manual of Policies and Procedures, Eligibility and Assistance Standards, incorporated herein by this reference.

C. COUNTY shall be held responsible for services as set forth in the Summary of Services, identified in Exhibit B, under COUNTY RESPONSIBILITIES.

D. CONTRACTORS may be added to this Agreement in accordance with Paragraph Eleven (11) of the Agreement and shall follow all of the COUNTY's application requirements.

E. All requests for services under this Agreement shall be at the sole discretion of

COUNTY. COUNTY cannot guarantee any number of referrals to any particular agency.

**2. TERM**

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2018 through and including June 30, 2021. This agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days prior to the first day of the next twelve month extension period. The Director of the Department of Social Services or designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTORS' satisfactory performance.

**3. TERMINATION**

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

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

- 1) An illegal or improper use of funds;
- 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.

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

C. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by COUNTY or COUNTY's DSS Director, or designee, upon giving  
2 thirty (30) days advance written notice of an intention to terminate to CONTRACTOR. Written notice  
3 of termination given by a CONTRACTOR to the COUNTY shall only be effective as to the  
4 Agreement in relation to that CONTRACTOR and shall have no effect on the Agreement with respect  
5 to all other CONTRACTORS. Likewise, written notice of termination given by the COUNTY or  
6 COUNTY's DSS Director, or designee, shall only be effective as to the Agreement in relation to the  
7 CONTRACTOR to whom the notice is addressed and shall have no effect on the Agreement with  
8 respect to all other CONTRACTORS.

#### 9 **4. COMPENSATION**

10 For claims submitted for services rendered under this Agreement, COUNTY agrees to  
11 pay CONTRACTORS and CONTRACTORS agree to receive compensation for costs associated with  
12 the delivery of Substance Abuse Treatment services provided by the CONTRACTORS in accordance  
13 with the rates set forth in Exhibit C, attached hereto and incorporated herein by this reference. In no  
14 event shall the actual services performed under this Agreement by all CONTRACTORS collectively  
15 be in excess of Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000) for any  
16 Twelve (12) month period of this Agreement. It is understood that all expenses incidental to  
17 CONTRACTOR's performance of services under this Agreement shall be borne by the  
18 CONTRACTORS. In no event shall the total cumulative compensation for actual services performed  
19 under this Agreement be in excess of Seventeen Million and No/100 Dollars (\$17,000,000).  
20

21 Payments by COUNTY shall be in arrears, for services rendered during the preceding month,  
22 within forty-five (45) days after receipt, verification, and approval of CONTRACTORS' invoices by  
23 COUNTY. If CONTRACTORS should fail to comply with any provision of the Agreement,  
24 COUNTY shall be relieved of its obligation for further compensation.

#### 25 **5. INVOICING**

26 CONTRACTORS shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month  
27 for actual services rendered in the previous month to: [DSSInvoices@co.fresno.ca.us](mailto:DSSInvoices@co.fresno.ca.us). A service plan  
28 and/or progress report shall accompany the invoice, reflecting services supported by the invoiced

1 amount. All invoices and supporting documentation must be in a format acceptable to COUNTY'S  
2 DSS. No reimbursement for services shall be made until invoices, service plans and/or progress  
3 reports are received by COUNTY'S DSS. CONTRACTORS who are Drug Medi-Cal certified are  
4 required to bill Medi-Cal eligible services for referred clients.

5 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
6 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right  
7 to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)  
8 days prior notice to CONTRACTORS. CONTRACTORS agree to continue to provide services for a  
9 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety  
10 (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS  
11 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions  
12 stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days  
13 after the expiration of each term of this Agreement or termination of this Agreement, at the discretion  
14 of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of  
15 any additional invoices received.

## 16 **6. INDEPENDENT CONTRACTORS**

17 In performance of the work, duties, and obligations assumed by CONTRACTORS under  
18 this Agreement, it is mutually understood and agreed that CONTRACTORS, including any and all of  
19 CONTRACTORS' officers, agents, and employees will at all times be acting and performing as an  
20 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
21 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no  
22 right to control or supervise or direct the manner or method by which CONTRACTORS shall perform  
23 their work and function. However, COUNTY shall retain the right to administer this Agreement so as  
24 to verify that CONTRACTORS are performing their obligations in accordance with the terms and  
25 conditions thereof. CONTRACTORS and COUNTY shall comply with all applicable provisions of  
26 law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters  
27 which are directly or indirectly the subject of this Agreement.

28 Because of its status as an independent contractor, CONTRACTORS shall have

absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTORS shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTORS shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTORS' employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTORS may be providing services to others unrelated to COUNTY or to this Agreement.

**7. MODIFICATION**

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

B. CONTRACTORS further understand that this Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

**8. NON-ASSIGNMENT**

Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

**9. HOLD-HARMLESS**

CONTRACTORS agree to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTORS, their officers, agents, or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTORS, their officers, agents, or employees under this Agreement. In addition, CONTRACTORS agree to indemnify COUNTY for Federal, State of California and / or local audit exceptions resulting from noncompliance herein on the part of the CONTRACTORS.

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1           **10.    INSURANCE**

2           Without limiting COUNTY's right to obtain indemnification from CONTRACTORS or  
3 any third parties, CONTRACTORS, at their sole expense, shall maintain in full force and effect the  
4 following insurance policies throughout the term of this Agreement:

5           A.    Commercial General Liability

6           Commercial General Liability Insurance with limits of not less than One Million  
7 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
8 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
9 COUNTY may require specific coverage including completed operations,  
10 product liability, contractual liability, Explosion, Collapse, and Underground  
11 (XCU), fire legal liability or any other liability insurance deemed necessary  
12 because of the nature of the Agreement.

13           B.    Automobile Liability

14           Comprehensive Automobile Liability Insurance with limits for bodily injury of  
15 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
16 Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
17 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
18 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
19 should include owned and non-owned vehicles used in connection with this  
20 Agreement.

21           C.    Professional Liability

22           If CONTRACTORS employ licensed professional staff (*e.g.* Ph.D., R.N.,  
23 L.C.S.W., M.F.C.T.) in providing services, Professional Liability Insurance with  
24 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three  
25 Million Dollars (\$3,000,000) annual aggregate.

26           D.    Worker's Compensation

27           A policy of Worker's Compensation Insurance as may be required by the  
28

1 California Labor Code.

2 CONTRACTORS shall obtain endorsements to the Commercial General Liability  
3 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
4 collectively, as additional insured, but only insofar as the operations under this Agreement are  
5 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
6 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
7 excess only and not contributing with insurance provided under CONTRACTORS' policies herein.  
8 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
9 written notice given to COUNTY.

10 Within thirty (30) days from the date CONTRACTORS sign this Agreement,  
11 CONTRACTORS shall provide certificates of insurance and endorsements as stated above for all of  
12 the foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,  
13 California, 93718-1912, Attention: Contracts, stating that such insurance coverages have been  
14 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be  
15 responsible for any premiums on the policies; that such Commercial General Liability insurance  
16 names the County of Fresno, its officers, agents and employees, individually and collectively, as  
17 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
18 coverage for additional insured shall apply as primary insurance and any other insurance, or self-  
19 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
20 contributing with insurance provided under CONTRACTORS' policies herein; and that this insurance  
21 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given  
22 to COUNTY.

23 In the event CONTRACTORS fail to keep in effect at all times insurance coverage as  
24 herein provided, COUNTY may, in addition to other remedies it may have, suspend, or terminate this  
25 Agreement upon the occurrence of such event.

26 All policies shall be with admitted insurers licensed to do business in the State of  
27 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating  
28 of A FSC VII or better.

1           **11. ADDITIONS/DELETIONS OF CONTRACTORS**

2           COUNTY'S DSS Director, or designee, reserves the right at any time during the term of  
3 this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A. It is understood any such  
4 additions will not affect compensation paid to any other CONTRACTOR, and therefore such additions  
5 may be made by COUNTY without notice to or approval of the other CONTRACTOR(S) under this  
6 Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S) contained in  
7 Exhibit A, except that deletions shall be by written mutual agreement between the COUNTY and the  
8 identified CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section  
9 Three (3) of this Agreement.

10           **12. SUBCONTRACTS**

11           CONTRACTORS shall obtain written approval from COUNTY or COUNTY'S DSS  
12 Director or designee before subcontracting any of the services delivered under this Agreement.  
13 CONTRACTORS shall ensure that any subcontractor will be subject to all applicable provisions of  
14 this Agreement, and all applicable State and Federal regulations. CONTRACTORS shall be held  
15 primarily responsible by COUNTY for the performance of any subcontractor unless otherwise  
16 expressly agreed to in writing by COUNTY. The use of subcontractors by CONTRACTORS shall  
17 not entitle CONTRACTORS to any additional compensation than is provided for under this  
18 Agreement.

19           **13. CONFLICT OF INTEREST**

20           No officer, agent, or employee of COUNTY who exercises any function or  
21 responsibility for planning and carrying out the services provided under this Agreement shall have any  
22 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY  
23 shall be employed by CONTRACTORS to fulfill any contractual obligations with COUNTY.  
24 CONTRACTORS shall also comply with all Federal, State of California, and local conflict of interest  
25 laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this  
26 Agreement and any officer, agent, or employee of COUNTY.

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

28           This provision is only applicable if the CONTRACTORS is operating as a corporation (a



for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTORS changes its status to operate as a corporation.

Members of the CONTRACTORS' Board of Directors shall disclose any self-dealing transactions that they are a party to while the CONTRACTORS are providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTORS are a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and by this references incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**15. NON-DISCRIMINATION**

During the performance of this Agreement CONTRACTORS shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

**16. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

CONTRACTORS shall ensure that its employment recruitment efforts, including administrative and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity of the population of Fresno County. CONTRACTORS shall use their best efforts to serve all cultural and ethnic groups residing in Fresno County. CONTRACTORS' employment efforts will be monitored by COUNTY at periodic intervals.

**17. LIMITED ENGLISH PROFICIENCY**

CONTRACTORS shall provide interpreting and translation services to persons participating in CONTRACTORS' services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided

1 by CONTRACTORS. Interpreter and translation services, including translation of CONTRACTORS’  
2 “vital documents” (those documents that contain information that is critical for accessing  
3 CONTRACTORS’ services or are required by law) shall be provided to participants at no cost to the  
4 participant. CONTRACTORS shall ensure that any employees, agents, subcontractor, or partners who  
5 interpret or translate for a program participant, or who directly communicate with a program participant in  
6 a language other than English, demonstrate proficiency in the participant’s language and can effectively  
7 communicate any specialized terms and concepts peculiar to CONTRACTOR’S services.

#### 8 **18. CONFIDENTIALITY**

9 All services performed by CONTRACTOR under this Agreement shall be in strict  
10 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to  
11 confidentiality including, but not limited to: California Welfare and Institutions Code Sections 10850 and  
12 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000; and the California Department  
13 of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. In addition, all  
14 services performed by CONTRACTOR under this Agreement shall also be in conformance with the Medi-  
15 Cal Data Privacy and Security Agreement between the California DHCS and the County of Fresno  
16 (hereinafter referred to as “the Medi-Cal Data Agreement”) that is then in effect, which is by this reference  
17 incorporated herein. The current Medi-Cal Data Agreement is available upon request or can be viewed at:  
18 <http://www.co.fresno.ca.us/MediCalPrivacy/>. The purpose of this section is to assure that all applications  
19 and records concerning program recipients shall be kept confidential and shall not be opened to  
20 examination, publicized, disclosed, or used for any purpose not directly connected with the administration  
21 of the program. CONTRACTOR shall inform all of its employees, agents, officers, and subcontractors of  
22 this provision; and that any person knowingly and intentionally violating this provision is guilty of a  
23 misdemeanor.

#### 24 **19. DATA SECURITY**

25 For the purpose of preventing the potential loss, misappropriation or inadvertent  
26 disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY  
27 resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
28 contractual relationship with COUNTY for the purpose of providing services under this Agreement

1 must employ adequate data security measures to protect the confidential information provided to  
2 CONTRACTORS by COUNTY, including but not limited to the following:

3           A.     Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
4 COUNTY networks via personally owned mobile, wireless or handheld devices, except when  
5 authorized by COUNTY for telecommuting and then only if virus protection software currency  
6 agreements are in place, and if a secure connection is used.

7           B.     Contractor-Owned Computers or Computer Peripherals may not brought into  
8 COUNTY for use, including and not limited to mobile storage devices, without prior authorization  
9 from COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server  
10 approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or  
11 another type of secure connection of this type if any data is approved to be transferred.

12           C.     County-Owned Computer Equipment – CONTRACTORS or anyone having an  
13 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on  
14 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her  
15 designee.

16           D.     CONTRACTORS may not store COUNTY's private, confidential or sensitive  
17 data on any hard-disk drive.

18           E.     CONTRACTORS are responsible to employ strict controls to insure the integrity  
19 and security of COUNTY's confidential information and to prevent unauthorized access to data  
20 maintained in computer files, program documentation, data processing systems, data files and data  
21 processing equipment which stores or processes COUNTY data internally and externally.

22           F.     Confidential client information transmitted to one party by the other by means of  
23 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128  
24 BIT or higher. Additionally, a password or pass phrase must be utilized.

25           G.     CONTRACTORS are responsible to immediately notify COUNTY of any  
26 breaches or potential breaches of security related to COUNTY's confidential information, data  
27 maintained in computer files, program documentation, data processing systems, data files and data  
28 processing equipment which stores or processes COUNTY data internally or externally.

1 H. The requirements in this Data Security provision shall apply to  
2 CONTRACTOR's subcontractor, if any.

3 **20. CLEAN AIR AND WATER**

4 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100  
5 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders or requirements  
6 issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq*; the Clean Water Act contained in  
7 33 U.S. Code 1368 *et seq*.; and any standards, laws and regulations, promulgated thereunder. Under these  
8 laws and regulations, CONTRACTORS shall assure:

9 A. No facility shall be utilized in the performance of the Agreement that has been  
10 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

11 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of  
12 any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to  
13 be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of  
14 Violating Facilities;

15 C. COUNTY and U.S. EPA shall be notified about any known violation of the above  
16 laws

17 **21. DRUG-FREE WORKPLACE REQUIREMENTS**

18 For purposes of this paragraph, CONTRACTORS will be referred to as the "grantee". By  
19 drawing funds against this grant award, the grantee is providing the certification that is required by  
20 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These  
21 regulations require certification by grantees that they will maintain a drug-free workplace. False  
22 certification or violation of the certification shall be grounds for suspension of payments, suspension or  
23 termination of grants, or government wide suspension or debarment. CONTRACTORS shall also comply  
24 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
25 8350 *et seq*.)

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1           **22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
2           **INTELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**  
3           **TRANSACTIONS**

4           A. COUNTY and CONTRACTORS recognize that Federal assistance funds will be  
5 used under the terms of this Agreement. For purposes of this paragraph, CONTRACTORS will be  
6 referred to as the “prospective recipients”.

7           B. This certification is required by the regulation implementing Executive Order  
8 12549, Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant’s responsibilities.

9                   1) The prospective recipients of Federal assistance funds certified by entering into  
10 this Agreement, that neither they nor their principals are presently debarred, suspended, proposed for  
11 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any  
12 Federal department or agency.

13                   2) The prospective recipients of funds agree by entering into this Agreement, that it  
14 shall not knowingly enter into any lower tier covered transaction with a person who is debarred,  
15 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this  
16 transaction by any Federal department or agency with which this transaction originated.

17                   3) Where the prospective recipients of Federal assistance funds are unable to certify  
18 to any of the statements in this certification, such prospective participant shall attach an explanation to this  
19 Agreement.

20                   4) The prospective recipients shall provide immediate written notice to COUNTY if  
21 at any time prospective recipients learn that their certification in Paragraph Twenty Two (22) of this  
22 Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

23                   5) The prospective recipients further agree that by entering into this Agreement, they  
24 will include a clause identical to Paragraph Twenty Two (22) of this Agreement and titled “Certification  
25 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered  
26 Transactions”, in all lower tier covered transactions and in all solicitations for lower tier covered  
27 transaction.

28                   6) The certification in Paragraph Twenty Two (22) of this Agreement is a material

1 representation of fact upon which COUNTY relied in entering into this Agreement.

2       **23.     STATE ENERGY CONSERVATION**

3             CONTRACTORS must comply with the mandatory standard and policies relating to  
4 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42  
5 United States (US) Code sections 6321, *et. seq.*

6       **24.     FRATERNIZATION**

7             CONTRACTORS shall establish procedures addressing fraternization between  
8 CONTRACTORS' staff and clients. Such procedures will include provisions for informing  
9 CONTRACTORS' staff and clients regarding fraternization guidelines.

10       **25.     INTERPRETATION OF LAWS AND REGULATIONS**

11             COUNTY reserves the right to make final interpretations or clarifications on issues relating  
12 to Federal and State laws and regulations, to ensure compliance.

13       **26.     COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

14             COUNTY, its officers, consultants, subcontractors, agents and employees shall comply  
15 with all applicable State, Federal and local laws and regulations governing projects that utilize Federal  
16 Funds.

17       **27.     RECORDS**

18             A.     Record Establishment and Maintenance

19             CONTRACTORS shall establish and maintain records in accordance with those  
20 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.  
21 CONTRACTORS shall retain all fiscal books, account records and client files for services performed  
22 under this Agreement for at least three (3) years from date of final payment under this Agreement or until  
23 all State and Federal audits are completed for that fiscal year, whichever is later.

24             B.     Cost Documentation

25             1) CONTRACTORS shall submit to COUNTY within fifteen (15) calendar days  
26 following the end of each month, all fiscal and program reports for that month. CONTRACTORS shall  
27 also furnish to COUNTY such statements, records, data and information as COUNTY may request  
28 pertaining to matters covered by this Agreement. In the event that CONTRACTORS fail to provide

1 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until  
2 compliance is established.

3 2) All costs shall be supported by properly executed payrolls, time records, invoices,  
4 vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and  
5 they shall be clearly identified and readily accessible. The support documentation must indicate the line  
6 budget account number to which the cost is charged.

7 3) COUNTY shall notify CONTRACTORS in writing within thirty (30) days of any  
8 potential State or Federal audit exception discovered during an examination. Where findings indicate that  
9 program requirements are not being met and State or Federal participation in this program may be  
10 imperiled in the event that corrections are not accomplished by CONTRACTORS within thirty (30) days  
11 of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to  
12 terminate this Agreement.

13 C. Service Documentation

14 CONTRACTORS agree to maintain records to verify services under this  
15 Agreement including names and addresses of clients served, the dates of service and a description of  
16 services provided on each occasion. These records and any other documents pertaining in whole or in part  
17 to this Agreement shall be clearly identified and readily accessible.

18 D. Use of Data

19 CONTRACTORS shall grant to COUNTY and the United States Department  
20 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to  
21 publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for  
22 any purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by  
23 copyright. However, with respect to subject data not originated in the performance of this Agreement,  
24 such license shall be only to the extent that CONTRACTORS have the right to grant such licenses without  
25 becoming liable to pay any compensation to others because of such grants. CONTRACTORS shall exert  
26 all reasonable effort to advise COUNTY at time of delivery of subject data furnished under this  
27 Agreement, of all possible invasions of the right of privacy therein contained, and of all portions of such  
28 subject data copied from work not composed or produced in the performance of this Agreement and not

1 licensed under this provision.

2 As used in this clause, the term "Subject Data" means writing, sound recordings,  
3 pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms,  
4 diagrams, work flow charts, equipment descriptions, data files and data processing of computer programs,  
5 and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or  
6 developed under this Agreement. The term does not include financial reports, cost analyses and similar  
7 information incidental to contract administration.

8 CONTRACTORS shall report to COUNTY promptly and in written detail, each  
9 notice of claim of copyright infringement received by CONTRACTORS with respect to all subject data  
10 delivered under this Agreement. CONTRACTORS shall not affix any restrictive markings upon any data.  
11 If markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate or ignore  
12 such markings.

13 COUNTY shall have access to any report, preliminary findings or data assembled  
14 by CONTRACTORS under this Agreement. In addition, CONTRACTORS must receive written  
15 permission from COUNTY prior to publication of any materials developed under this Agreement and file  
16 with COUNTY a copy of all educational and training materials, curricula, audio/visual aids, printed  
17 material and periodicals, assembled pursuant to this Agreement prior to publication.

18 **28. SINGLE AUDIT CLAUSE**

19 As a subrecipient of Federal financial assistance, CONTRACTORS agree to provide  
20 copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of  
21 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB)  
22 Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to  
23 COUNTY'S DSS, for review not later than nine (9) months after the close of the subrecipients' fiscal year  
24 in which the funds supplied through this Agreement are expended and/or received for this program. The  
25 audits must include a statement of findings or a statement that there were no findings. If there were  
26 negative findings, CONTRACTORS must include a corrective action plan signed by an authorized  
27 individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks,  
28 or, at COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs



related to this Agreement are the sole responsibility of CONTRACTORS who agree to take corrective actions to eliminate any material noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

**29. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTORS shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTORS further agree that in the event CONTRACTORS carries out any of their duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

and regulations; and

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

**30. CHILD ABUSE REPORTING**

CONTRACTORS shall utilize a procedure acceptable to COUNTY to ensure that all of CONTRACTOR'S employees, volunteers, consultants, subcontractor or agents performing services under this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTORS'

employees, volunteers, consultants, subcontractor or agents performing services under this Agreement sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTORS is set forth in Exhibit E, attached hereto and by this reference incorporated herein.

**31. CHARITABLE CHOICE**

CONTRACTORS may not discriminate in their program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTORS must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTORS shall inform County as to whether they are faith-based. If CONTRACTORS identify as faith-based, they must submit to DSS a copy of their policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in their client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTORS identify as faith-based, by July 1 of each year CONTRACTORS will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

**32. PERSONNEL DISCLOSURE**

CONTRACTORS shall make available to COUNTY a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall provide the following information:

- A. All full or part-time staff positions by title whose direct services are required to provide the programs described herein;
- B. A brief description of the functions of each such position and hours each person in such position works each week or, for part-time positions, each day or month, as appropriate;
- C. The education and experience levels required for each position; and
- D. The names of persons filling the identified positions.

///

1           **33.    PROHIBITION ON PUBLICITY**

2           None of the funds, materials, property or services provided directly or indirectly under this  
3 Agreement shall be used for CONTRACTORS' advertising, fundraising, or publicity (i.e., purchasing of  
4 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
5 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to  
6 raise public awareness about the availability of such specific services when approved in advance by the  
7 Director or designee and at a cost as provided by CONTRACTORS in writing for such items as  
8 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related  
9 expense(s).

10           **34.    AUDITS AND INSPECTIONS**

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

16           If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
17 CONTRACTORS shall be subject to the examination and audit of the State of California Auditor  
18 General for a period of three (3) years after final payment under contract (California Government Code  
19 section 8546.7).

20           In addition, CONTRACTORS shall cooperate and participate with COUNTY's fiscal  
21 review process and comply with all final determinations rendered by the COUNTY's fiscal review  
22 process. If COUNTY reaches an adverse decision regarding CONTRACTORS' services to consumers,  
23 it may result in the disallowance of payment for services rendered; or in additional controls to the  
24 delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS  
25 Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered  
26 due to CONTRACTORS' deficiency, CONTRACTORS shall be financially liable for the amount  
27 previously paid by COUNTY to CONTRACTORS and this disallowance will be adjusted from  
28 CONTRACTORS' future payments, at the discretion of COUNTY's DSS Director or designee. In

1 addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes,  
2 decisions and actions.

3 **35. NOTICES**

4 The persons and their addresses having authority to give and receive notices under this  
5 Agreement include the following:

6 **COUNTY**

7 Director, County of Fresno  
8 Department of Social Services  
9 P.O. Box 1912  
Fresno, CA 93718-1912

**CONTRACTORS**

SEE EXHIBIT A

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

25 **36. CHANGE OF LEADERSHIP/MANAGEMENT**

26 In the event of any change in the status of CONTRACTORS' leadership or management,  
27 CONTRACTORS shall provide written notice to COUNTY within thirty (30) days from the date of  
28 change. Such notification shall include any new leader or manager's name, address and qualifications.

1 “Leadership or management” shall include any employee, member, or owner of CONTRACTOR who  
2 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the  
3 manner in which services are provided, or c) has authority over CONTRACTOR’S finances.

4 **37. LICENSES**

5 CONTRACTORS shall throughout the term of this Agreement maintain all necessary  
6 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services  
7 hereunder and required by the laws and regulations of the United State, State of California, COUNTY, and  
8 any other applicable governmental agencies. CONTRACTORS shall notify COUNTY immediately in  
9 writing of its inability to obtain or maintain all necessary licenses, permits, approvals, certificates, waivers  
10 and exemptions, irrespective of the pendency of any appeal related thereto. Additionally,  
11 CONTRACTORS shall comply with all other applicable rules or regulations, as may now exist or be  
12 hereinafter changed.

13 **38. SEPARATE AGREEMENT**

14 It is mutually understood by the parties that this Agreement does not, in any way, create a  
15 joint venture among the individual CONTRACTORS. By execution of the Agreement, CONTRACTORS  
16 understand that a separate Agreement is formed between each individual CONTRACTOR and COUNTY.  
17 CONTRACTORS further understand that COUNTY utilizes services of other CONTRACTORS and that  
18 no single CONTRACTOR is guaranteed any specific amount of compensation during each twelve (12)  
19 month period of this Agreement.

20 **39. HEALTH CLEARANCE REQUIREMENTS**

21 CONTRACTORS providing services under this Agreement shall be in compliance with  
22 COUNTY’s health clearance requirements, as determined by DSS. It shall be the responsibility of  
23 CONTRACTORS to insure their own safety. Prior to services being performed under this Agreement,  
24 CONTRACTORS must provide COUNTY’s DSS proof the CONTRACTORS meet COUNTY’s health  
25 clearance requirements, as determined by DSS. CONTRACTORS shall provide any other health clearance  
26 requirements as may be mandated during the term of this Agreement by COUNTY due to licensing  
27 regulations and/or requirements.

28 ///

1           **40.    AVAILABILITY**

2           COUNTY's DSS may or may not require the services of CONTRACTORS during each  
3 term of this Agreement. COUNTY's DSS recognizes that due to other employment, CONTRACTORS  
4 may or may not be available to perform services at times requested by COUNTY's DSS.

5           **41.    GOVERNING LAW**

6           The parties agree, that for the purposes of venue, performance under this Agreement shall  
7 only be in Fresno County, California.

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

10          **42.    ENTIRE AGREEMENT**

11          This Agreement, including all Exhibits, constitutes the entire agreement between the  
12 CONTRACTORS and the COUNTY with respect to the subject matter hereof and supersedes all previous  
13 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
14 understandings of any nature whatsoever unless expressly included in this Agreement.

15        ///

16        ///

17        ///

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22        ///

23        ///

24        ///

25        ///

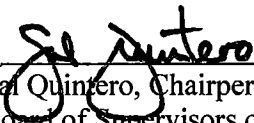
26        ///

27        ///

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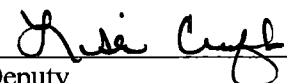
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3 **COUNTY OF FRESNO**  
4  
5

6 By:   
7 Sai Quintero, Chairperson of the  
8 Board of Supervisors of the  
9 County of Fresno

10 **ATTEST:**

11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California  
14

15 By:   
16 Deputy  
17  
18

19 **FOR ACCOUNTING USE ONLY:**

20 Fund/Subclass: 0001/10000  
21 Organization: 56107001/56107441  
22 Account/Program: 7870  
23

24 **PLEASE SEE ADDITIONAL**  
25 **SIGNATURE PAGES ATTACHED**  
26  
27  
28

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 ASI Counseling & Professional Services, Inc.

3  
4  
5  
6 By

Rogelio Sanchez

7 Print Name

Rogelio Sanchez

8 Title

President/Director

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date

4-2-2018

12 By

Rogelio Sanchez

13 Print Name

Rogelio Sanchez

14 Title

Secretary/Treasurer

15 Secretary (of Corporation), or any Assistant  
16 Secretary, or Chief Financial Officer, or Chief  
17 or any Chief Accountant, or any Assistant  
18 Treasurer

19 Date

4-2-2018

20 Mailing Address: 2005 N. Wishon Ave.

21 Contact: Rogelio Sanchez, MSW

22 Telephone: (559) ~~499-1011~~ 241-0131

23 Email address: asifresno@sbcglobal.net

24 Service Address(es):

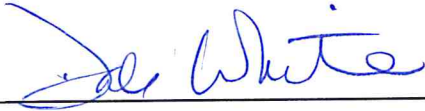
25 2005 N. Wishon Ave  
26 Fresno, California 93704  
27  
28



1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Central California Recovery, Inc.

3  
4  
5  
6 By



7 Print Name

DALE WHITE

8 Title

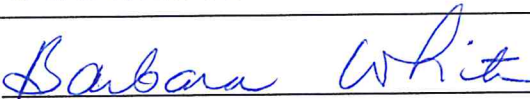
PRESIDENT

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date

04/01/2018

12 By



13 Print Name

BARBARA WHITE

14 Title

TREASURER

15 Secretary (of Corporation), or any Assistant  
16 Secretary, or Chief Financial Officer, or Chief  
17 or any Chief Accountant, or any Assistant  
18 Treasurer

19 Date

04/01/2018

20 Mailing Address: 1204 W. Shaw Ave., #102, Fresno CA 93711

21 Contact: Dale White, President

22 Telephone: (559) 681-1947

23 Email address: assessment training research@yahoo.com

24 Service Address(es): 1204 W Shaw Ave #102

25 Fresno, CA 93711

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Comprehensive Addiction Programs

3  
4  
5  
6 By \_\_\_\_\_

7 Print Name Joseph Hebert

8 Title Executive Director

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date \_\_\_\_\_

12 By \_\_\_\_\_

13  
14 Print Name Debra Dildine

15  
16 Title Controller

17 Secretary (of Corporation), or any Assistant  
18 Secretary, or Chief Financial Officer, or Chief  
19 or any Chief Accountant, or any Assistant  
20 Treasurer

21 Date 4-5-18

22 Mailing Address: 2445 W. Whites Bridge Avenue, Fresno CA 93706

23 Contact: Joseph Hebert

24 Telephone: (559) 264-5096

25 Email address: jhebert@caprehab.org

26 Service Address(es): 2445 W. Whites Bridge Avenue  
27 Fresno CA 93706  
28

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Fresno County Hispanic Commission

3  
4  
5  
6 By 

7 Print Name MAGGIE NAVARRO

8 Title CHAIRPERSON OF BOARD

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date 4/3/18

12 By 

13  
14 Print Name Domingo Zapata

15  
16 Title Executive Director

17 Secretary (of Corporation), or any Assistant  
18 Secretary, or Chief Financial Officer, or Chief  
19 or any Chief Accountant, or any Assistant  
20 Treasurer

21 Date 4/3/18

22 Mailing Address: 1803 Broadway Avenue, Fresno, CA 93721

23 Contact: Domingo Zapata

24 Telephone: (559) 268-6480

25 Email address: fchcmrz@aol.com

26 Service Address(es): 1414 W Kearney Blvd  
27 Fresno, CA 93706  
28

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Kings View Corporation

3  
4  
5  
6 By 

7 Print Name Leon Hoover

8 Title CFO

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date 4/2/2018

12 By 

13 Print Name Jim S Rodriguez

14 Title CFO

15 Secretary (of Corporation), or any Assistant  
16 Secretary, or Chief Financial Officer, or Chief  
17 or any Chief Accountant, or any Assistant  
18 Treasurer

19  
20 Date 4/3/18

21  
22 Mailing Address: 7170 N. Financial Drive Suite 110. Fresno, CA 93720

23 Contact: Darrell Hamilton, Regional Director

24 Telephone: (559) 256-5999

Email address: dhamilton@kingsview.org

25 Service Address(es): 1822 Jensen Ave. # 102

26 Sanger, CA 93657

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Promesa Behavioral Health, Inc.

3  
4  
5 By Michael der Manouel

6  
7 Print Name MICHAEL DER MANOUEL

8  
9 Title PRESIDENT  
10 Chairman of the Board, or President,  
or any Vice President or Owner, or Director

11 Date 4/11/2018

12 By ERLAN ZUNIGA

13  
14 Print Name ERLAN ZUNIGA

15  
16 Title FINANCE DIRECTOR  
17 Secretary (of Corporation), or any Assistant  
18 Secretary, or Chief Financial Officer, or Chief  
or any Chief Accountant, or any Assistant  
19 Treasurer

20 Date 4/11/18

21  
22 Mailing Address: 7120 N. Marks Avenue, Suite 110 Fresno, CA 93711

23 Contact: Lisa Weigant, Chief Executive Officer

24 Telephone: (559) 439-5437

Email address: lweigant@promesabehavioral.org

25 Service Address(es): 7120 N. Marks Avenue, Suite 110  
26 Fresno, CA 93711



1 **CONTRACTOR:**  
2 **SPIRIT OF WOMAN OF CALIFORNIA, INC.**

3  
4 By Audrey Riley

5  
6 Print Name: Audrey Riley

7 Title: CEO

8 Chairman of the Board, or  
9 President, or any Vice President  
or Owner, or Director

10 Date: 4-17-18

11  
12 By Marianne E. Foreman

13  
14 Print Name: Marianne E. Foreman

15 Title: Secretary

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

18 Date: \_\_\_\_\_

19  
20 Mailing Address:

21 327 West Belmont Ave.

22 Fresno, CA 93728

23 Phone: (559) 233-4353

24 Attention: Audrey Riley, Executive Director

25 **TREATMENT TYPES: RESIDENTIAL WITH CHILDREN**  
26 **WOMEN'S RESIDENTIAL**  
27 **CONTINUING CARE**  
28 **SOBER LIVING**  
**SOBER LIVING WITH CHILDREN**

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Temperance Living Homes Alcohol and Drug Recovery Program

3  
4  
5  
6 By 

7 Print Name Brenda Smith

8  
9 Title Co-Owner

Chairman of the Board, or President,  
or any Vice President or Owner, or Director

10  
11 Date 4-13-18

12 By 

13  
14 Print Name Re'Vonnda Matthews

15  
16 Title Co-Owner

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

17  
18  
19  
20 Date 4-13-18

21  
22 Mailing Address: 4026 E. Gettysburg Fresno, CA 93726

23 Contact: Brenda Smith, Co-Owner

24 Telephone: (559) 347-4819

Email address: bsmith@s-mandassociates.biz

25 Service Address(es):

1 SUBSTANCE ABUSE CONTRACTOR:

2 The Light-House Recovery Program

3  
4  
5  
6 By 

7 Print Name Vikki Luna

8 Title C.E.O./Director

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date 3/28/2018

12 By 

13  
14 Print Name Rebecca G. Nunes

15  
16 Title Treasurer

17 Secretary (of Corporation), or any Assistant  
18 Secretary, or Chief Financial Officer, or Chief  
19 or any Chief Accountant, or any Assistant  
20 Treasurer

21 Date 3-28-18

22 Mailing Address: P.O. Box 16461 Fresno, CA 93755

23 Contact: Pete Untalon, Chairman of the Board

24 Telephone: (559) 222-4824

25 Email address: Thelight-house@sbcglobal.net

26 Service Address(es): 1651 L St  
27 Fresno, CA 93721



1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Transitions Children's Services

3  
4  
5  
6 By B. Van Anne, MSW

7 Print Name BRIAN VAN ANNE, MSW

8 Title CEO

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date 4/2/18

12 By Joe T. Martinez

13 Print Name JOE T. MARTINEZ

14 Title CFO

15 Secretary (of Corporation), or any Assistant  
16 Secretary, or Chief Financial Officer, or Chief  
17 or any Chief Accountant, or any Assistant  
18 Treasurer

19  
20 Date 4/2/18

21  
22 Mailing Address: 1945 N. Helm Ave., Suite 101 Fresno, CA 93727

23 Contact: Brian Van Anne, MSW, Chief Executive Officer

24 Telephone: (559) 222-5437

25 Email address: bvananne@transitionschildrensservices.org

26 Service Address(es): 1945 N. Helm, Suite 101

27 Fresno, CA 93727

1 **SUBSTANCE ABUSE CONTRACTOR:**

2 Universal Health Network and Systems, Inc.

3  
4  
5  
6 By lh

7 Print Name OLIVER EZENWUGO

8 Title PROGRAM DIRECTOR

9 Chairman of the Board, or President,  
10 or any Vice President or Owner, or Director

11 Date 3/29/18

12 By Juarez

13  
14 Print Name Georgina Duarte

15  
16 Title Secretary

17 Secretary (of Corporation), or any Assistant  
18 Secretary, or Chief Financial Officer, or Chief  
19 or any Chief Accountant, or any Assistant  
20 Treasurer

21 Date 03/29/18

22 Mailing Address: 625 E. Keats Avenue Fresno, CA 93710-7000

23 Contact: Oliver Ezenwugo, MA, MFTI, Executive Program Director

24 Telephone: (559) 252-5150

25 Email address: healthnetwork@netzero.net

26 Service Address(es): 625 E. Keats Avenue  
27 Fresno, CA 93710-7000  
28

1 **CONTRACTOR:**  
2 **WESTCARE CALIFORNIA, INC.**

3 By Shawn A. Jenkins  
4  
5 Print Name: Shawn A. Jenkins

6 Title: SR VP  
7 Chairman of the Board, or  
8 President, or any Vice President  
or Owner, or Director

9 Date: \_\_\_\_\_

10 Attest to authority pursuant  
11 to WCCA 2018-03

12 By Jim Hanna  
13 Print Name: JIM HANNA

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

17 Date: 04/20/2018

18  
19 Mailing Address:

20 P.O. Box 12107  
21 Fresno, CA 93776  
22 Phone: (559) 237-3420  
23 Email: Maurice.lee@westcare.com  
Attention: Maurice Lee, Senior Vice President

24 **TREATMENT TYPES: OUTPATIENT**  
25 **MEN'S RESIDENTIAL**  
26 **WOMEN'S RESIDENTIAL**  
27 **RESIDENTIAL WITH CHILDREN**  
28 **CONTINUING CARE**  
**NON-MEDICAL DETOXIFICATION**  
**SOBER LIVING**  
**SOBER LIVING WITH CHILDREN**

**Department of Social Services  
Contracted Substance Abuse Treatment Vendors**

1. ASI Counseling & Professional Services, INC.

Attention: Rogelio Sanchez, MSW

2005 N. Wishon Ave.

Fresno Ca 93704

Phone: (559) 241-0131

Email: [asifresno@sbcglobal.net](mailto:asifresno@sbcglobal.net)

Website: <http://www.asiway.ca>

Services provided:

- Outpatient

2. Central California Recovery, Inc.

Attention: Dale White, President

1204 W Shaw Ave #102

Fresno, CA 93711

Phone: (559) 681-1947

(559) 273-2942

Email: [assessment\\_training\\_research@yahoo.com](mailto:assessment_training_research@yahoo.com)

Website: not available

Services provided:

- Outpatient

3. Comprehensive Addiction Programs

Attention: Joseph Hebert, Executive Director

2445 W. Whites Bridge Avenue

Fresno, CA 93706

Phone: (559) 264-5096

Email: [jhebert@caprehab.org](mailto:jhebert@caprehab.org)

Website: <http://caprehab.org>

Services provided:

- Men's Residential
- Women's Residential
- Continuing Care
- Non-medical Residential Detoxification
- Sober Living

4. Delta Care, Inc.

Attention: Rita Enunwa, Executive Director

4705 N. Sonora Avenue, Suite 113

Fresno, CA 93722

Phone: (559) 276-7558

Email: [deltacareinc@yahoo.com](mailto:deltacareinc@yahoo.com)

Website: not available

Services provided:

- Outpatient
- Day Habilitative (Intensive Outpatient)
- Continuing Care

5. Fresno County Hispanic Commission

Attention: Domingo Zapata

1803 Broadway Avenue

Fresno, CA 93721

Phone: (559) 268-6480

Email:

Website: [www.hispaniccommission.org/](http://www.hispaniccommission.org/)

Services provided:

- Men's Residential

6. Kings View Corporation

Attention: Darrell Hamilton, Regional Director

7170 N. Financial Drive Suite 110.

Fresno, CA 93720

Phone: (559) 875-6300

Email: [dhamilton@kingsview.org](mailto:dhamilton@kingsview.org)

Services provided:

- Outpatient

7. MedMark Treatment Centers-Fresno West, Inc.

Attention: David E. White, President

1720 Lakepoint Drive, Suite 117

Lewisville, TX 75057

Phone: (214) 379-3301

Email: [dwhite@medmark.com](mailto:dwhite@medmark.com)

Services provided:

- Medical Detoxification (Outpatient)
- Narcotic Replacement Therapy

8. Mental Health Systems, Inc.

Attention: Kimberly Bond, M.F.T., President and Chief Executive Officer

9465 Farnham Street

San Diego, CA 92123

Phone: (858) 573-2600

Email: [kbond@mhsinc.org](mailto:kbond@mhsinc.org)

Website: <http://Mhsinc.org>

Services provided:

- Women's Residential
- Residential with Children

9. Panacea Services, Inc.  
Attention: Phillip Cowings, Chief Executive Officer  
3152 N. Millbrook, Suite D/E  
Fresno, CA 93703  
Phone: (559) 241-0364  
Email: [panaceacdat@yahoo.com](mailto:panaceacdat@yahoo.com)  
Website: not available

Services provided:

- Outpatient
- Day Habilitative (Intensive Outpatient)
- Men's Residential
- Women's Residential
- Continuing Care
- Sober Living

10. Promesa Behavioral Health  
Attention: Lisa Weigant, Chief Executive Officer  
7120 N Marks Ave. Suite 110  
Fresno, Ca 93711  
Phone: (559) 439-5437  
Email: [lweigant@promesabehavioral.org](mailto:lweigant@promesabehavioral.org)  
Website: <http://promesabehavioral.org>

Services provided:

- Outpatient
- Continuing Care

11. Sierra Tribal Consortium, Inc.  
Attention: Yolanda Herrera, Executive Director  
610 McKinley Avenue  
Fresno, CA 93728  
(559) 445-2691  
Email: [stcdirector@sierratribal.com](mailto:stcdirector@sierratribal.com)

Services provided:

- Outpatient
- Continuing Care
- Men's Residential
- Women's Residential
- Residential with Children
- Non-medical Detoxification

12. Spirit of Woman of California, Inc.  
Attention: Audrey Riley, Executive Director  
327 West Belmont Ave.  
Fresno, CA 93728  
Phone: (559) 233-4353  
Email: [mailto:sofwadmin@earthlink.net](mailto:mailto:sofwadmin@earthlink.net)

Website: <http://spiritofwomanfresno.org>

Services provided:

- Residential with Children
- Women's Residential
- Continuing Care
- Sober Living
- Sober Living with Children

13. Temperance Living Homes Alcohol and Drug Recovery Program

Attention: Brenda Smith, Co-Owner

4026 E. Gettysburg

Fresno, CA 93726

Phone: (559) 347-4819

Email: [bsmith@s-mandassociates.biz](mailto:bsmith@s-mandassociates.biz)

Website: not available

Services provided:

- Men's Residential
- Women's Residential
- Residential with Children
- Continuing Care
- Sober Living
- Sober Living with Children
- Adolescent programs: Yes, Youth Residential with a capacity of 4 individuals

14. The Light-House Recovery Program

Attention: Pete Untalon, Chairman of the Board

P.O. Box 16461

Fresno, CA 93755

Phone: (559) 222-4824

Email: [TheLight-house@sbcglobal.net](mailto:TheLight-house@sbcglobal.net)

Website: <http://thelight-house.net>

Services provided:

- Sober Living
- Sober Living with Children

15. Transitions Children's Services

Attention: Brian Van Anne, MSW, Chief Executive Officer

1945 N. Helm Ave., Suite 101

Fresno, CA 93727

Phone: (559) 222-5437

Email: [bvananne@transitionschildrensservices.org](mailto:bvananne@transitionschildrensservices.org)

Website: <http://transitionschildrensservices.org>

Services provided:

- Continuing Care
- Children and Adolescent program: Yes, ages 0-17



## 16. Turning Point of Central California, Inc.

Attention: J. Jeff Fly, Chief Executive Officer

P.O. Box 7447

Visalia, CA 93290-7447

Phone: (559) 732-8086

Email: [tpoccred1@aol.com](mailto:tpoccred1@aol.com)Website: <http://tpocc.org>

Services provided:

- Men's Residential
- Women's Residential
- Sober Living

## 17. Universal Health Network and Systems, Inc.

Attention: Oliver Ezenwugo, MA, MFTI, Executive Program Director

625 E. Keats Avenue

Fresno, CA 93710-7000

Phone: (559) 252-5150

Email: [healthnetwork@netzero.net](mailto:healthnetwork@netzero.net)Website: <http://universalhealthnetwork.org>

Services provided:

- Men's Residential
- Women's Residential
- Outpatient
- Continuing Care
- Day Habilitative (Intensive Outpatient)

## 18. WestCare California, Inc.

Attention: Maurice Lee, Senior Vice President

P.O. Box 12107

Fresno, CA 93776

Phone: (559) 237-3420

Email: [Maurice.lee@westcare.com](mailto:Maurice.lee@westcare.com)Website: <http://westcare.com>

Services provided:

- Outpatient
- Men's Residential
- Women's Residential
- Residential with Children
- Continuing Care
- Non-medical Detoxification
- Sober Living
- Sober Living with Children



**Substance Abuse Treatment Services Maximum Rates by Modality**

County shall reimburse contractors for actual services rendered up to the following maximum rates as identified below for each type of substance abuse treatment service:

Service Type	Maximum Rate Per Day				
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
1. Non-Medical Residential Detoxification Services (up to 21 days)	\$ 92.51	\$ 97.14	\$ 101.99	\$ 107.09	\$ 112.45
2. Medical Detoxification Services (up to 14 days)	\$ 486.90	\$ 511.24	\$ 536.80	\$ 563.64	\$ 591.82
3. Outpatient Treatment	\$ 67.31	\$ 70.67	\$ 74.21	\$ 77.92	\$ 81.82
4. Day Habilitative Treatment (Intensive Outpatient)	\$ 67.31	\$ 70.67	\$ 74.21	\$ 77.92	\$ 81.82
5. Men's Residential	\$ 92.51	\$ 97.14	\$ 101.99	\$ 107.09	\$ 112.45
6. Women's Residential	\$ 92.51	\$ 97.14	\$ 101.99	\$ 107.09	\$ 112.45
7. Residential with Children	\$ 98.60	\$ 103.53	\$ 108.70	\$ 114.14	\$ 119.84
8. Continuing Care Services	\$ 67.31	\$ 70.67	\$ 74.21	\$ 77.92	\$ 81.82
9. Sober Living	\$ 31.65	\$ 33.23	\$ 34.89	\$ 36.64	\$ 38.47
10. Sober Living with Children	\$ 37.73	\$ 39.62	\$ 41.60	\$ 43.68	\$ 45.87
11. Narcotic Replacement Therapy	\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.10	\$ 16.91

## SUMMARY OF SERVICES

Services: Substance Abuse Treatment  
Contract Period: July 1, 2018 – June 30, 2023

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**SUMMARY OF SERVICES:** The County of Fresno Department of Social Services (DSS) has established this master agreement with qualified substance abuse providers for the following services:

- Non-Medical Residential Detoxification (Social Model Residential Detoxification)
- Medical Detoxification
- Outpatient Treatment
- Day Habilitative Treatment (Intensive Outpatient)
- Men's Residential Treatment
- Women's Residential Treatment
- Residential with Children Treatment
- Sober Living
- Sober Living with Children
- Continuing Care
- Narcotic Replacement Therapy

DSS's goal is to assist clients with their recovery which will provide a step towards self-sufficiency and improve the safety, permanency and well-being of families involved with Child Welfare Services. Each year, DSS spends approximately \$3.5 million dollars on the above substance abuse services. Service type definitions are provided in the Appendix of this Revised Exhibit B.

DSS will only assign referrals to contractors listed on this master agreement. Referrals will be made on a fee-for-service with no guarantee of referrals to any contractor. Contractors are fully responsible for the cost of their program. DSS will pay up to the maximum rates listed in Exhibit C. The rates paid by DSS for substance abuse treatment services shall be all-inclusive, meaning no additional fees will be paid by DSS for books, class materials, workshops, drug tests, classes, supervised visits, food, transportation, etc.

Providers will provide a full continuum of care and abide by [Title 42 CFR Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Data regulations.](#)

**TARGETED POPULATION:** The target population for this program is CalWORKs and Child Welfare clients referred from the Department who have been identified as needing substance abuse treatment services.

**SCHEDULE OF PARTICIPATION:** Treatment duration will be determined by the County's Substance Abuse Specialists.

**I. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:**

- A. Contractors shall provide substance abuse treatment services to DSS clients based on the service plan provided by the County Substance Abuse Specialist. Contractors shall accept updated service plans prepared by DSS staff.
- B. Services provided under this agreement will be delivered at a site(s) located in Fresno County for alcohol and other drug abusing/dependent male and female residents of Fresno County. Services shall comply with the State of California Alcohol and/or Other Drug Certification Standards located at: [http://www.dhcs.ca.gov/provgovpart/Pages/Licensing\\_and\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Licensing_and_Certification.aspx).
- C. The length of time from treatment referral to intake will be 2-3 business days from the time of the referral or the same day when the needs of the clients permits.
- D. Providers must notify the DSS case manager or designated staff by email or phone within one (1) business day of a client's missed appointment.
- E. Contractors shall provide each client with an Addiction Severity Index (ASI) assessment and an individualized treatment plan and email an encrypted copy to the County CalWORKs case manager at [SWSASreferrals@co.fresno.ca.us](mailto:SWSASreferrals@co.fresno.ca.us) or Child Welfare Social Worker [CWSReferrals@co.fresno.ca.us](mailto:CWSReferrals@co.fresno.ca.us). Symptoms should be monitored and progress towards the client's treatment goals should be documented. In cases where there is a lack of satisfactory progress, a staffing with the County CalWORKs case manager or Child Welfare Social Worker may need to be requested.
- F. Contractors must notify County staff of any client absences within 24 hours by email unless the absence is due to a court hearing. Notifications should be emailed to [CWSReferrals@co.fresno.ca.us](mailto:CWSReferrals@co.fresno.ca.us) and [SWSASreferrals@co.fresno.ca.us](mailto:SWSASreferrals@co.fresno.ca.us).
- G. All DSS cases: Two (2) consecutive client absences or a third (3<sup>rd</sup>) unexcused absence will require the provider to request a staffing with the County staff that made the referral and the liaison. The staffing must be requested within one (1) business day of the third (3<sup>rd</sup>) absence. Child Welfare staffings: refer to attendance and or suspected drug use and email DSS at [CWSReferrals@co.fresno.ca.us](mailto:CWSReferrals@co.fresno.ca.us). CalWORKs staffings: refer to attendance and or suspected drug use and email the REACH mailbox at [SWSASreferrals@co.fresno.ca.us](mailto:SWSASreferrals@co.fresno.ca.us).
- H. Residential Treatment, Outpatient, Day Habilitative and Continuing Care for Child Welfare clients: must provide two (2) random urinalysis tests per month. Program participants must be monitored when providing a sample. The DSS Child Welfare Social Worker and/or Substance Abuse Specialist must be notified of all positive drug tests. If a positive test is found, the client is to be transported to Avertest located at 2113 Merced St., Fresno CA to be retested.
- I. Outpatient, Day Habilitative and Continuing Care for Child Welfare clients: if the provider suspects drug use, they must contact DSS and the client will be referred to Avertest for drug testing.
- J. Outpatient, Day Habilitative and Continuing Care for CalWORKs and Child Welfare clients: Contractors shall provide a minimum of two (2) random urinalysis tests per month.
- K. Drug testing provided by the Contractor will be included as part of treatment at no additional cost to DSS.
- L. Treatment staff should be certified or working towards certification by the State of California. Treatment staff working towards certification should have their case work reviewed by certified staff.
- M. Contractor shall assign a primary case manager and complete an individualized treatment plan for each client within 14 calendar days from intake. DSS staff will review the treatment plan and provide feedback to the Contractor as needed.
- N. Arrange and coordinate comprehensive services to support the client's participation in treatment. Monitor and evaluate the client's progress and changes in service needs. Report client progress

or lack of progress on a monthly basis to the assigned DSS case manager. Include monthly progress reports with the DSS service plans when billing. If program is not billing DSS, send the progress report to the DSS case manager and [CWSReferrals@co.fresno.ca.us](mailto:CWSReferrals@co.fresno.ca.us). Invoices must include exact dates of service in order to be paid. Collaborate with DSS staff to ensure that the client's treatment plan is not in conflict with other activities in the Welfare-to-Work (WTW) plan and still meets the client's treatment goals. Facilitate collaboration and joint case conferencing between supportive service providers including mental health, alcohol & other drug treatment service providers as well as with WTW staff.

- O. Return phone calls to DSS case manager on the same business day and no later than two (2) business days.
- P. Walk-in clients referred to the contractor shall have a screening completed with an appropriate service plan. DSS Child Welfare SAS will provide a referral for an ASI. On late afternoons including Fridays, contractor shall have staff available to assist the client until needs are met (e.g. counseling, crisis intervention, emergency housing, etc.). DSS staff must approve services for walk-in clients and in some cases the client may be transferred to a different treatment program depending on the County's assessment and needs of the client.
- Q. Contractor must include in the ASI, patient placement criteria utilizing ASAM (American Society of Addiction Medicine) standards and submit with Billing invoice.
- R. Communicate treatment plan goals with the DSS staff by email or in person on a monthly basis or as often as requested. Review DSS client/family case synopsis when providing services in order to holistically manage each case and provide individualized prevention, intervention and treatment. Serve as an expert to DSS staff regarding ways of addressing family, social, economic and environmental factors. Perinatal treatment programs must evaluate for pre-partum and post-partum depression (e.g. [Edinburgh Postpartum Depression Scale](#)) in their evaluation process for pregnant clients or for new mothers until their child's first birthday when necessary.
- S. In most cases, contractors will provide DSS with data related to client referrals, progress and completion of program within three (3) business days from the date of request. Client progress, outcomes and client satisfaction surveys will be collected on an ongoing basis by the contractor so that the collective data can be pulled regularly for purposes of reporting to DSS. Contractors shall provide clients with client satisfaction surveys at 45-day intervals and share these with DSS staff upon request.
- T. Contractors shall also report any State of California certification or license status changes to DSS within three (3) business days. Contractors will provide DSS with copies of compliance reviews received by the State of California and County of Fresno.
- U. Contractors shall meet with DSS to resolve any treatment issues as needed.
- V. Contractors shall provide high quality services to clients and refer clients to additional services as needed in order to provide a continuum of care. Referrals to additional services will be made in cooperation with DSS staff.

## **II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- A. Assess DSS clients for substance abuse treatment needs and make appropriate referrals to the contractor.
- B. Communicate the goals of the case plan to the contractor.
- C. Monitor the client's progress and provide assistance to the client as needed.
- D. Provide program support to the contractor by assigning a program liaison (e.g. Job Specialist, Social Worker or Substance Abuse Specialist) to work with the client and the contractor.
- E. Meet with the contractor when needed to resolve any issues.

### **Appendix – Service Type Definitions**

- (1) **Outpatient Services:** A nonresidential alcohol and/or other drug service in which a participant is provided a minimum of two (2) counseling sessions (either individual or group counseling sessions) per 30-day period. Program services to include but not limited to assessment, individualized case management and counseling education. Non-medical detoxification services may be provided. Outpatient treatment gives the individual an opportunity to interact in a real world environment while benefiting from a peer-oriented, structured therapeutic program. Outpatient services are designed to provide an alcohol and drug free environment with structure and supervision to further a participant's ability to improve his/her level of functioning. Contractors will comply with the department's coordinated case plan to ensure that the client is meeting both the Child Welfare and CalWORKs requirements for Welfare-to-Work, Voluntary Family Maintenance or Family Reunification. Length of treatment will be 90-180 days.
- (2) **Day Habilitative (Intensive Outpatient):** Day Habilitative is sometimes referred to as Intensive Outpatient. Day Habilitative is a nonresidential alcohol and/or other drug service that is provided to participants at least three (3) hours per day and at least three (3) days per week. Day Habilitative treatment is designed to provide an alcohol and drug free environment with structure and supervision to further a participant's ability to improve his/her level of functioning. Day Habilitative services include counseling and rehabilitation services. Detoxification services may be provided. Clients participate in scheduled, formalized services. Length of treatment will be 90-180 days.
- (3) **Men's Residential:** Services are provided to residents at a program which is maintained and operated to provide 24-hour, residential, nonmedical, alcoholism or other drug addiction recovery or treatment services. Program services to include but not limited to, addressing addiction and related issues, managing stressors, developing meaningful links to needed services, and ultimately building a foundation for lasting recovery. Services must include: individual, group and family therapy, case management, treatment planning and counseling. Detoxification services may be provided. Contractors will comply with the department's coordinated case plan to ensure that the client is meeting both the Child Welfare and CalWORKs requirements for Welfare-to-Work, Voluntary Family Maintenance or Family Reunification. Length of treatment will be 90-180 days.
- (4) **Women's Residential:** Services are provided to residents at a program which is maintained and operated to provide 24-hour, residential, nonmedical, alcoholism or other drug addiction recovery or treatment services. Program services to include but not limited to, addressing addiction and related issues, managing stressors, developing meaningful links to needed services, and ultimately building a foundation for lasting recovery. Services should be gender-specific and include: individual, group and family therapy, case management, treatment planning and counseling. Detoxification services may be provided. Contractors will comply with the department's coordinated case plan to ensure that the client is meeting both the Child Welfare and CalWORKs requirements for Welfare-to-Work, Voluntary Family Maintenance or Family Reunification. Length of treatment will be 90-180 days.
- (5) **Residential with Children:** Services are provided to residents and their children at a program which is maintained and operated to provide 24-hour, residential, nonmedical, alcoholism or other drug addiction recovery or treatment services. Program services to include but not limited to, addressing addiction and related issues, managing stressors, developing meaningful links to needed services, and ultimately building a foundation for lasting recovery. Services should be

gender-specific and include: individual, group and family therapy, case management, treatment planning, counseling, perinatal services and parenting skills. Contractors will be responsible for providing therapeutic childcare, assisting with meals, transportation, medication, and attending to the needs of children in residence with the parent being treated. Detoxification services may be provided. Contractors will comply with the department's coordinated case plan to ensure that the client is meeting both the Child Welfare and CalWORKs requirements for Welfare-to-Work, Voluntary Family Maintenance or Family Reunification. Length of treatment will be 90-180 days.

- (6) Continuing Care Services: Program services to include but not limited to assessment, individualized case management and counseling education. The continuing care phase of treatment refers to treatment that occurs after the patient completes the rehabilitation phase of treatment. Services usually include weekly two (2) hour group therapy sessions where clients discuss daily life in recovery from substance abuse. Contractors will comply with the department's coordinated case plan to ensure that the client is meeting both the Child Welfare and CalWORKs requirements for Welfare-to-Work, Voluntary Family Maintenance or Family Reunification. Length of treatment will be 90-180 days.
- (7) Medical Detoxification Services: The services are provided to assist participants during the process in which alcohol and/or other drugs are metabolized in the body to eliminate their toxic physiological and psychological effects. These services should be provided in a medical residential or nonresidential setting. Detoxification services should cover the following substances: alcohol, benzodiazepines (i.e. Valium, Xanax) and opiate based drugs including heroin and prescription painkillers such as Oxycontin, Vicodin, Hydrocodone, etc. (up to 14 days).
- (8) Non-medical Residential Detoxification Services (Social Model Residential Detoxification Services): The services are provided to assist participants during the process in which alcohol and/or other drugs are metabolized in the body to eliminate their toxic physiological and psychological effects. These services are provided in a non-medical residential setting (up to 21 days). Mild detoxification medications may be used, but not prescribed on site. Social Model Recovery (12 step) is the typical intervention.
- (9) Narcotic Replacement Therapy: Narcotic Replacement Therapy (i.e. Suboxone treatment, Methadone treatment) reduces and/or eliminates the use of illicit opiates and allows patients to improve their health and social productivity. The principal effects of narcotic replacement therapy are to relieve narcotic craving, suppress the abstinence syndrome, and block the euphoric effects associated with opiates.
- (10) Sober Living: Sober Living Facilities offer a housing alternative to individuals who are recovering from alcohol and or drug addiction. Sober Living Facilities are intended for cooperative living of individuals who are recovering from alcoholism or drug addiction. Resident responsibility for the environment sets it apart from formal recovery programs.

Attention should be given to the health and safety of all residents and children, therefore the home should meet fire and health standards listed below.

DSS will conduct a facility inspection at the time of the facilities' initial application and at DSS's discretion thereafter to review the PHYSICAL ENVIRONMENT, SPACE, FIRE SAFETY and HEALTH STANDARDS listed below. The MANAGERS RESPONSIBILITY, RESIDENT

RECORDS, HOUSE RULES and RESIDENCY REQUIREMENTS sections below are to be written policies provided by the facility. Compliance and method of compliance with all requirements listed for Sober Living Facilities will be determined by DSS at the discretion of DSS.

### PHYSICAL ENVIRONMENT

1. Security: Entrance and exit must be controlled. This means that informal perimeter security and monitoring of the front door are necessary. Human security (people circulating through the facility) is preferable to electronic security.
2. Durability and quality of furnishings: Stable, safe quality fixtures, materials, appliances and furniture should be used.
3. Upkeep and appearance: Repair, maintenance, cleanliness, and attractiveness are critical elements of the house. The upkeep and appearance of the house are a metaphor for the lives of the residents. This includes grounds and driveways surrounding the home. The complete resident shall be free from pests and rodents; ie: bed bugs, lice, rats, mice.
4. Personalization and comfort: Residents should feel the place is safe. This means allowing room for personal possessions, decorating one's own area, with a limited of amount of personal belongings etc.
5. Respect for neighbors: Good neighbor policies assure that the home and its residents are accepted as part of the community. This means that residents will be mindful of noise levels of conversations, designated smoking areas, and walking on sidewalks and paths to destinations.

### SPACE

1. Space should be adequate to accommodate each individual and child comfort, dignity and respect.
2. Each home shall have a living room area with adequate space for participants to assemble for social or other group activities.
3. Each home shall have a dining area suitably furnished (tables and chairs) for group or individual meal service.
4. Sleeping rooms shall be adequate to provide a bed and private space for each resident and approved children. These areas shall not be used for any other purposes.
5. Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each resident and children.
6. Kitchen facilities shall provide cooking and storage space to meet the needs of the home and its residents and children.
7. Limited personal storage should be provided for each resident.

### FIRE SAFETY

The following minimum fire prevention requirements shall be followed:

1. There shall be no smoking in bedrooms;
2. Smoking is allowed outside only and smoking materials shall be disposed of safely;
3. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas;
4. Stoves and cooking areas shall be kept clean of grease accumulation;
5. Smoke detectors fire extinguishers, and CO2 (Carbon Monoxide) detectors shall be installed;
6. Exit doors shall be clearly marked and readily available;
7. Fire drills from sleeping areas should be encouraged; documented and reviewed.
8. Buildings with 2nd floors shall have emergency fire ladders clearly marked.

### HEALTH STANDARDS

The following minimum health maintenance measures shall be followed:

1. There shall be adequate space for food storage;
2. All food shall be stored in covered containers, or properly wrapped;
3. Perishable items shall be refrigerated and adequate refrigeration in good repair shall be available;

There shall be adequate hot water for dish washing; Bathroom space shall be adequate for number of residents and children; Bathrooms shall provide personal privacy; Bathroom and kitchen cleaning supplies shall be provided for the residents use.

### FACILITY MANAGER'S RESPONSIBILITY

The Facility Manager shall be clearly identified to all residents and on the premises. This person shall be responsible for the maintenance and safety of the building. The Facility Manager's role and authority must be clearly defined. The Facility Manager should be the keeper of the "good neighbor" policy and liability insurance and copies should be available and visible in the home. The Facility Manager will ensure a signed agreement with the resident rules and policies are signed by each resident at the time of entry. Management shall not impose house rules or policies that interfere with court ordered services or case plan services.

### RESIDENT RECORDS

The Facility Manager in charge of the residence shall maintain formal records to allow management to track residents and provide a sense of order. The following record keeping standards are applicable to Sober Living Facilities:

Personal Data Form: The Personal Data Form shall contain biographical personal data that provides an identification profile of the resident, length of sobriety, prior recovery experience, source of referral and emergency contact.



**Resident Log:** The Resident Log is a continuing record of residents as they enter and exit residency. The Resident Log includes referral into the home and circumstances of exit. These records are to abide by confidentiality restrictions provided in this Agreement No. A-13-331.

**Sign-in, Sign-out Sheets:** For the safety of the residents and in case of emergency, the Facility Manager must know the location of each resident. Sign-in and Sign-out sheets should be easily accessible and in a prominent place in the home.

### HOUSE RULES

The rules of the house must be clearly defined. Optional rules will depend on the needs of the population to be served, should not be over burdensome, and must be consistent with residency needs.

1. No drinking of alcohol or items containing alcohol or using illegal drugs at any time.
2. No alcohol or illegal drugs shall be brought onto the premises at any time.
3. Mandatory attendance at a weekly house meeting.
4. A policy on drug testing is available and equally applies to all residents and staff if utilized.
5. Prior to entry of personal items into the home, all personal items are to be decontaminated and free of any pest infestations. Personal items may be limited depending on the rules of the Sober Living Facility and shall be clearly defined in the house rules.
6. House rules may include curfew, smoking, chores and attendance at house meetings, and A.A. /N.A. meetings.
7. Prescribed medications are to be documented not expired and locked.
8. There should be a policy for drug testing documented and reviewed at each intake.

### RESIDENCY REQUIREMENTS

The residency requirements must be clearly defined and at a minimum should include:

- a. A desire to live a clean and sober life style.
- b. Completion of a formal alcohol or drug recovery program, or documented stability in a self-help group.
- c. A willingness to abide by all the house rules;

A signed residential agreement on file for each resident.

Additional information on the above service descriptions can be found at  
<http://www.dhcs.ca.gov/provgovpart/Pages/FacilityLicensing.aspx>

## 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 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 board members 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>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<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>			
<b>Signature:</b>		<b>Date:</b>	

**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and Fresno Economic Opportunities Commission, related to provision of services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements. Further information and a copy of the law may be obtained from the County of Fresno Department of Social Services Director or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE