

1 AGREEMENT

2 THIS AGREEMENT is made and entered into this 5th day of June, 2018, by
3 and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter
4 referred to as "COUNTY", and BAART BEHAVIORAL HEALTH SERVICES, INC., a California
5 Corporation, whose mailing address is 1720 Lakepointe Drive, Suite 117, Lewisville, TX 75057
6 hereinafter referred to as "PROVIDER."

7 WHEREAS, COUNTY, through its Department of Behavioral Health, Contracts Division -
8 Substance Use Disorder Services (DBH), has determined there is a need for certain inmates of
9 COUNTY's Detention Facilities to receive Narcotic Treatment Program (NTP) services for Opioid Use
10 Disorders; and

11 WHEREAS, PROVIDER has the necessary certification, licensure and permits from the
12 Department of Health Care Services and the U.S. Drug Enforcement Administration (DEA) and is
13 willing and able to provide NTP services as required by the COUNTY, pursuant to both Title 9 and 22 of
14 the California Code of Regulations, California Health and Safety Code Sections 11750 et seq., the
15 California Alcohol and Drug Standards and per the terms and conditions of this agreement.

16 NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions,
17 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

18 **1. SERVICES**

19 A. PROVIDER shall perform all services and fulfill all responsibilities for the
20 provision of NTP services as identified in Exhibit A, "Scope of Work" and in a manner consistent with
21 State and Federal laws, regulations and statutes.

22 B. PROVIDER shall provide NTP services including intake, assessment, dispensing
23 of medications, education about NTP services and medications, and referral to community-based
24 services as necessary. NTP services will be delivered in accordance with medical necessity, as
25 directed by a physician, to those identified inmates in Fresno County jails who are currently enrolled in
26 an NTP program upon incarceration as well as those who are identified by jail staff as potentially
27 requiring the NTP services.

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1 C. PROVIDER shall comply with all regulations and policies of the Fresno County
2 Sheriff's Office while providing services at the Fresno County Detention Facilities.

3 D. PROVIDER shall have sufficient licensed and qualified staff to provide daily NTP
4 services throughout the term of the Agreement. PROVIDER staff providing their services at the
5 Detention Facilities shall have obtained the required Jail Clearance from the Fresno County Sheriff's
6 Office.

7 E. PROVIDER shall submit a written policy to the COUNTY describing its criteria for
8 a client/inmate being unamenable to their treatment program. PROVIDER shall notify the COUNTY
9 within three (3) days of determining a client as unamenable to their NTP services.

10 F. PROVIDER shall notify other NTP services providers if their client(s) are
11 incarcerated and obtain client treatment plans to continue services in the Detention Facilities.
12 PROVIDER shall notify the other provider when the inmate is discharged.

13 G. PROVIDER shall comply with all requirements of the Federal Department of
14 Justice National Prison Rape Elimination Act (PREA) standards.

15 H. PROVIDER shall maintain at PROVIDER's expense, a computer system
16 compatible with COUNTY's Substance Abuse Information System (SAIS), and high-speed Internet
17 connection for the purposes of submitting information required under the terms and conditions of this
18 Agreement.

19 I. COUNTY encourages PROVIDER to adopt and maintain Electronic Health
20 Records (EHR) meeting the requirements of the Health Information Technology for Economic and
21 Clinical Health Act (HITECH), part of the American Recovery and Reinvestment Act (ARRA) of 2009.
22 PROVIDER shall bear all of the costs associated with penalties and/or fines for non-compliance with
23 such regulations.

24 **2. TERM**

25 The term of this Agreement shall be for a period of three (3) years, commencing on the 1st
26 day of July, 2018 through the 30th of June, 2021. This Agreement may be extended for two (2)
27 additional twelve (12) month periods upon written approval of both parties no later than thirty (30) days
28 prior to the first day of each twelve (12) month period. The DBH Director, or her designee, is authorized

1 to execute such written approval on behalf of the COUNTY based on PROVIDER's satisfactory
2 performance.

3 **3. TERMINATION**

4 A. NON-ALLOCATION OF FUNDS – The terms of this Agreement, and the services
5 to be provided thereunder, are contingent on the approval of the funds by the appropriating government
6 agency. Should insufficient funds not be allocated, the services may be modified, or this Agreement
7 terminated, at any time by giving the PROVIDER thirty (30) days advance notice.

8 B. BREACH OF CONTRACT – COUNTY may immediately suspend or terminate
9 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 10 1) An illegal or improper use of funds;
11 2) A failure to comply with any term in this Agreement;
12 3) A substantially incorrect or incomplete report submitted to COUNTY;
13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any
15 breach of this Agreement or any default which may then exist on the part of the PROVIDER. Neither
16 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or
17 default. COUNTY shall have the right to demand of the PROVIDER the repayment to COUNTY of any
18 funds disbursed to the PROVIDER under this Agreement. The PROVIDER shall promptly refund any
19 such funds upon demand.

20 C. WITHOUT CAUSE – Under circumstances other than those set forth above, this
21 Agreement may be terminated by COUNTY or PROVIDER upon giving thirty (30) days advance written
22 notice.

23 **4. COMPENSATION**

24 A. COMPENSATION – In no event shall reimbursement for services performed by
25 PROVIDER under this Agreement exceed the prevailing Drug Medi-Cal reimbursement rate approved
26 by the Department of Health Care Services for each term of this agreement. It is understood that all
27 expenses incidental to PROVIDER's performance of services under this Agreement shall be borne by
28 PROVIDER.

1 1) Reimbursement for non-perinatal and perinatal Methadone and
2 Buprenorphine is limited to the maximum allowable rate set by the State, "Drug Medi-Cal Rates for
3 Fiscal Year 2017-18" attached hereto and by this reference incorporated herein as Exhibits B-1 and B-
4 2, and updated annually. PROVIDER shall not be paid any amount in excess of the actual annual costs
5 of providing services. Monthly invoices shall be submitted in accordance with Section Five (5),
6 INVOICING, of this agreement. For periods of July 1, 2018, through June 30, 2019, July 1, 2019
7 through June 30, 2020 and July 1, 2020 through June 30, 2021, in no event shall actual services
8 performed be in excess of One Hundred Fifty Thousand and No/100 (\$150,000.00) for each twelve (12)
9 month period. Should the Agreement be extended as stated in Section Two (2), TERM, for the
10 extension periods of July 1, 2021 through June 30, 2022, and July 1, 2022 through June 30, 2023, in no
11 event shall actual services performed be in excess of One Hundred Fifty Thousand and No/100
12 (\$150,000.00) for each twelve (12) month period.

13 2) Payments by COUNTY shall be in arrears, for services provided during
14 the preceding month, within forty-five (45) days after receipt, verification and approval of PROVIDER's
15 invoices by COUNTY's DBH.

16 3) PROVIDER shall be reimbursed for mileage for staff traveling for work to
17 and from PROVIDER's clinic to the COUNTY Detention Facilities. The mileage reimbursement rate
18 shall equal the prevailing rate established by the Internal Revenue Service (IRS) and used by the
19 COUNTY.

20 4) COUNTY shall reimburse PROVIDER a per trip rate of Twenty-Five
21 dollars (\$25.00).

22 5) COUNTY shall reimburse PROVIDER the cost of fingerprinting
23 PROVIDER staff for Jail Clearance at a rate of Fifty-Two dollars (\$52.00) per employee.

24 B. COMPLIANCE – If PROVIDER should fail to comply with any provision of this
25 Agreement, COUNTY shall be relieved of its obligation for further compensation. PROVIDER's and
26 COUNTY's obligation under this section shall survive the termination of this Agreement with respect to
27 services provided during the term of this Agreement without regard to the cause of the termination of
28 this Agreement.

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

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

10 E. LOBBYING ACTIVITY – PROVIDER shall not directly or indirectly use any of the
11 funds under the Agreement for any political activity or to further the election or defeat of any candidate
12 for public office.

13 **5. INVOICING**

14 PROVIDER shall invoice COUNTY in arrears by the (20th) day of each month for actual
15 services rendered in the previous month. Invoices shall be emailed to SAS@co.fresno.ca.us with the
16 subject line “Jail NTP Services Analyst.” Invoices shall be accompanied by monthly client roster
17 indicating units of service and other documentation and reports as indicated in Section Sixteen (16),
18 REPORTS – SUBSTANCE USE DISORDER SERVICES. Any reports or other required documentation
19 shall be in the form and in such detail as acceptable to COUNTY’s DBH. No reimbursement for
20 services shall be made until the invoice is received, reviewed, and approved by COUNTY’s DBH.

21 PROVIDER shall invoice COUNTY for reimbursement of cost for fingerprinting
22 PROVIDER staff for Jail Clearance. Receipts from the Sheriff’s Office shall accompany claims for
23 fingerprinting cost reimbursements.

24 PROVIDER shall invoice COUNTY for mileage monthly using a standard COUNTY form
25 and providing the destination from PROVIDER’s Clinic with the starting and ending mileage and miles
26 travelled for each trip.

27 If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY’s DBH
28 Director or her designee shall have the right to withhold payment as to only that portion of the invoice

1 that is incorrect or improper after five (5) days prior to notice to PROVIDER. PROVIDER agrees to
2 continue to provide services for a period of ninety (90) days after notification of an incorrect or improper
3 invoice. If after said ninety (90) day period said invoice(s) is still not corrected to the satisfaction of
4 COUNTY's DBH Director, COUNTY may elect to terminate the Agreement, pursuant Section Three (3),
5 TERMINATION, of this Agreement. In addition, PROVIDER shall submit all invoices to COUNTY's DBH
6 for services provided within ninety (90) days after each 12 month period of this Agreement expires or
7 this Agreement is terminated. If invoices are not submitted within ninety (90) days after each 12 month
8 period expires or this Agreement is terminated, COUNTY's DBH shall have the right to deny payment.

9 Final general ledgers for services provided during each 12 month period of this
10 Agreement must be received within sixty (60) days after each 12 month period expires or this
11 Agreement is terminated, COUNTY's DBH shall have the right to deny payment for services covered by
12 such general ledger.

13 **6. PROHIBITION ON PUBLICITY**

14 None of the funds, materials, property or services provided directly or indirectly under
15 this Agreement shall be used for PROVIDER's advertising, fundraising, or publicity (i.e., purchasing of
16 tickets/tables, silent auction donations, etc) for the purpose of self-promotion. Notwithstanding the
17 above, publicity of the services described in Section One (1), SERVICES, of this Agreement shall be
18 allowed as necessary to raise public awareness about the availability of such specific services when
19 approved in advance by the DBH Director or her designee, and at a cost provided for such items as
20 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
21 expense(s).

22 **7. INDEPENDENT CONTRACTOR**

23 In performance of the work, duties and obligations assumed by PROVIDER under this
24 agreement, it is mutually understood and agreed that PROVIDER, including any and all of the
25 PROVIDER's officers, agents, and employees will at all times be acting and performing as an
26 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
27 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
28 right to control or supervise, or direct the manner or method by which PROVIDER shall perform its work

1 and function. However, COUNTY shall retain the right to administer the Agreement so as to verify that
2 PROVIDER is performing its obligations in accordance with the terms and conditions thereof.

3 PROVIDER and COUNTY shall comply with all applicable provisions of law and the
4 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
5 thereof.

6 Because of its status as an independent contractor, PROVIDER shall have absolutely no
7 right to employment rights and benefits available to COUNTY employees. PROVIDER shall be solely
8 liable and responsible for providing to, or on behalf of, its employees all legally-required employee
9 benefits. In addition, PROVIDER shall be solely responsible to save COUNTY harmless from all
10 matters relating to payment of PROVIDER's employees, including compliance with Social Security
11 withholding and all other regulations governing such matters. It is acknowledged that during the term of
12 this Agreement, PROVIDER may be providing services to others unrelated to the COUNTY or to the
13 Agreement.

14 **8. CONFLICT OF INTEREST**

15 No officer, agent, or employee of the COUNTY who exercises any function or
16 responsibility for planning and carrying out the services provided under this Agreement shall have any
17 direct or indirect personal financial interest in this Agreement. PROVIDER shall comply with all Federal,
18 State of California, and local conflict of interest laws, statutes, and regulations, which shall be
19 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
20 the COUNTY.

21 **9. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

22 This provision is only applicable if the PROVIDER is operating as a corporation (a for-
23 profit or non-profit corporation) or if during the term of this Agreement, the PROVIDER changes its
24 status to operate as a corporation.

25 Members of the PROVIDER's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while PROVIDER is providing goods or performing services under
27 this Agreement. A self-dealing transaction shall mean a transaction to which the PROVIDER is a party
28 and in which one or more of its directors has a material financial interest. Members of the Board of

1 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
2 a Self-Dealing Transaction Disclosure Form (Exhibit C) and submitting it to the COUNTY prior to
3 commencing with the self-dealing transaction or immediately thereafter.

4 **10. MODIFICATION**

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

7 Notwithstanding the above, changes to Section One (1), SERVICES, as needed to
8 accommodate changes in State and Federal Law relating to mental health and substance use disorder
9 treatment may be made with the signed written approval of COUNTY's DBH Director or her designee
10 and respective PROVIDER through an amendment approved by County Counsel and Auditor.

11 **11. NON-ASSIGNMENT**

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

14 **12. HOLD HARMLESS**

15 PROVIDER agrees to indemnify, save, hold harmless, and at COUNTY'S request,
16 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,
17 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
18 performance, or failure to perform, by PROVIDER, its officers, agents, or employees under this
19 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring
20 or resulting to any person, firm, or corporation who may be injured or damaged by the performance,
21 or failure to perform, of PROVIDER, its officers, agents, or employees under this Agreement.

22 **13. INSURANCE**

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

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1 A. COMMERCIAL GENERAL LIABILITY

2 Commercial General Liability Insurance with limits of not less than One Million
3 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. AUTOMOBILE LIABILITY

8 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
9 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
10 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars
11 (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars
12 (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this
13 Agreement.

14 C. PROFESSIONAL LIABILITY

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

18 D. WORKERS COMPENSATION

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

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

1 Within thirty (30) days for the date PROVIDER signs this Agreement, PROVIDER
2 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
3 policies, as required herein, to the County of Fresno, Department of Behavioral Health, Contracts
4 Division – Substance Use Disorder Services at 3133 N. Millbrook Ave., Fresno California, 93703,
5 Attention: SUD Services Staff Analyst, stating that such Commercial General Liability insurance names
6 the County of Fresno, its officers, agents, employees, individually and collectively, as additional
7 insured, but insofar as the operations under this Agreement are concerned; that such coverage for
8 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
9 maintained by COUNTY, its officers, agents, and employees, shall be in excess only and not
10 contributing with insurance provided under PROVIDER's policies herein; and that this insurance shall
11 not be cancelled or changed without minimum of thirty (30) days advance, written notice given to
12 COUNTY.

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

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

19 **14. SUBCONTRACTS**

20 PROVIDER shall be required to assume full responsibility for all services and activities
21 covered by this Agreement, whether or not PROVIDER is providing services directly. Further,
22 PROVIDER shall be the sole point of contact with regard to contractual matters, including payment of
23 any and all charges from the Agreement.

24 If PROVIDER should propose to subcontract with one or more third parties to carry out a
25 portion of the services covered by this Agreement, any such subcontract shall be in writing and
26 approved as to form and content by COUNTY's DBH Director or her designee prior to execution and
27 implementation. COUNTY's DBH Director or her designee shall have the right to reject any such
28 proposed subcontract. Any such subcontract together with all activities by or caused by PROVIDER

shall not require compensation greater than the total budget contained herein. An executed copy of any such subcontract shall be received by COUNTY before any implementation and shall be retained by COUNTY. PROVIDER shall be responsible to COUNTY for the proper performance of any subcontract. Any subcontractor shall be subject to the same terms and conditions that PROVIDER is subject to under this Agreement.

15. NO THIRD PARTY BENEFICIARIES

It is understood and agreed by and between the parties that the services provided by PROVIDER for COUNTY herein are solely for the benefit of the COUNTY, and that nothing in Agreement is intended to confer on any person other than the parties hereto any right under or by reason of this Agreement.

16. REPORTS—SUBSTANCE USE DISORDER SERVICES

PROVIDER shall submit all information and data required by State, including, but not limited to the following:

A. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR) in an electronic format provided by the State and due no later than five (5) days after the preceding month; and

B. CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual update, and “provider activity report” record in an electronic format through COUNTY’s SAIS system, and on a schedule as determined by the COUNTY which complies with State requirements for data content, data quality, reporting frequency, reporting deadlines, and report method and due no later than five (5) days after the preceding month. All CalOMS admissions, discharges, and annual updates must be entered into the COUNTY’s CalOMS system within twenty-four (24) hours of occurrence; and

C. PROVIDER shall submit to COUNTY monthly fiscal and all program reports, including Provider Waiting List Record (WLR), within twenty (20) days of the end of each month.

D. Americans with Disabilities (ADA) – Annually, upon request by DBH, PROVIDER shall complete a system-wide accessibility survey in a format determined by DBH for each service location and modality and shall submit an ADA Accessibility Certification and Self-Assessment, including an Implementation Plan, for each service location.

1 E. Cost Reports – On an annual basis for each fiscal year ending June 30th
2 PROVIDER shall submit a complete and accurate detailed cost report(s). Cost reports must be
3 submitted to the COUNTY as a hard copy with a signed cover letter and an electronic copy by the due
4 date. Submittal must also include any requested support documents such as general ledgers. All
5 reports submitted by PROVIDER to COUNTY must be typewritten. COUNTY will issue instructions for
6 completion and submittal of the annual cost report, including the relevant cost report template(s) and
7 due dates within forty-five (45) days of each fiscal year end. All cost reports must be prepared in
8 accordance with Generally Accepted Accounting Principles. Unallowable costs such as lobbying or
9 political donations must be deducted from the cost report and all invoices. If the PROVIDER does not
10 submit the cost report by the due date, including any extension period granted by the COUNTY, the
11 COUNTY may withhold payment of pending invoices until the cost report(s) has been submitted and
12 clears COUNTY desk audit for completeness and accuracy.

13 1) DMC - A DMC cost report must be submitted in a format
14 prescribed by the DHCS for the purposes of Short Doyle Medi-Cal reimbursement of total costs for all
15 programs. PROVIDER shall report costs under their approved legal entity number established during
16 the DMC certification process. Total units of service reported on the cost report will be compared to the
17 units of services entered by PROVIDER into COUNTY's data system. PROVIDER will be required to
18 correct discrepancies and resubmit to COUNTY prior to COUNTY's final acceptance of the cost report.

19 2) OTHER FUNDING SOURCES – PROVIDER will be required to
20 submit a cost report on a form(s) approved and provided by the COUNTY to reflect actual costs and
21 reimbursement for services provided through funding sources other than DMC. Contracts that include a
22 negotiated rate per unit of service will be reimbursed only for the costs of approved units of service up
23 to the negotiated unit of service rate approved in the Agreement, regardless of the contract maximum. If
24 the cost report indicates an amount due to COUNTY, PROVIDER shall submit payment with the report.
25 If an amount is due to PROVIDER COUNTY shall reimburse PROVIDER within forty-five (45) days of
26 receiving and accepting the year-end cost report.

27 3) MULTIPLE FUNDING SOURCES – If PROVIDER has multiple
28 agreements for the same services provided at the same location where at least one of the Agreements

1 is funded through DMC and the other funding is other federal or county realignment funding, it will be
2 required to complete DMC cost reports and COUNTY approved cost reports. Such Agreements will be
3 settled for actual costs in accordance with Medicaid reimbursement requirements as specified in Title
4 XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. During the term of
5 this Agreement and thereafter, COUNTY and PROVIDER agree to settle dollar amounts disallowed or
6 settled in accordance with DHCS and COUNTY audit settlement findings. DHCS audit process is
7 approximately eighteen (18) to thirty-six (36) months following the close of the State fiscal year.
8 COUNTY may choose to appeal DHCS settlement results and therefore reserves the right to defer
9 payback settlement with PROVIDER until resolution of the appeal.

10 In the event that PROVIDER fails to provide such reports or other information required
11 hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until
12 there is compliance. In addition, the PROVIDER shall provide written notification and explanation to the
13 COUNTY within fifteen (15) days of any funds received from another source to conduct the same
14 services covered by this Agreement.

15 **17. EVALUATION – MONITORING**

16 **OUTCOMES** – COUNTY's DBH Director, or her designee, and DHCS or their designees
17 shall monitor and evaluate the performance of PROVIDER under this Agreement to determine to the
18 best possible degree the success or failure of the services provided under this Agreement. At the
19 discretion of the COUNTY, a subcontractor may be obtained by the COUNTY to independently
20 evaluate and monitor the performance of the PROVIDER. PROVIDER shall participate in the evaluation
21 of the program as needed, at the discretion of COUNTY.

22 COUNTY shall recapture from PROVIDER the value of any services or other
23 expenditures determined to be ineligible based on the COUNTY or State monitoring results. At the
24 discretion of the COUNTY, recoupment can be made through a future invoice reduction or
25 reimbursement by the PROVIDER.

26 PROVIDER shall participate in a review of the program at least yearly or more
27 frequently, or as needed, at the discretion of COUNTY. The PROVIDER agrees to supply all
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1 information requested by the COUNTY, DHCS, and/or the subcontractor during the program evaluation,
2 monitoring, and/or review.

3 **18. DATA SECURITY**

4 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
5 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
6 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter
7 into a contractual relationship with the COUNTY for the purpose of providing services under this
8 Agreement must employ adequate data security measures to protect the confidential information
9 provided to PROVIDER by the COUNTY, including but not limited to the following:

10 A. **PROVIDER-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES**

11 PROVIDER may not connect to COUNTY networks via personally-owned mobile,
12 wireless or handheld devices, unless the following conditions are met:

- 13 1) PROVIDER has received authorization by COUNTY for telecommuting
14 purposes;
- 15 2) Current virus protection software is in place;
- 16 3) Mobile device has the remote wipe feature enabled; and
- 17 4) A secure connection is used.

18 B. **PROVIDER-OWNED COMPUTERS OR COMPUTER PERIPHERALS**

19 PROVIDER may not bring PROVIDER-owned computers or computer
20 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
21 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to
22 be transferred, data must be stored on a secure server approved by the COUNTY and transferred by
23 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data
24 must be encrypted.

25 C. **COUNTY-OWNED COMPUTER EQUIPMENT**

26 PROVIDER or anyone having an employment relationship with the COUNTY
27 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
28 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

1 D. PROVIDER may not store COUNTY's private, confidential or sensitive data on
2 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

3 E. PROVIDER shall be responsible to employ strict controls to ensure the integrity
4 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or
5 disclosure of data maintained in computer files, program documentation, data processing systems, data
6 files and data processing equipment which stores or processes COUNTY data internally and externally.

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

10 G. PROVIDER is responsible to immediately notify COUNTY of any violations,
11 breaches or potential breaches of security related to COUNTY's confidential information, data
12 maintained in computer files, program documentation, data processing systems, data files and data
13 processing equipment which stores or processes COUNTY data internally or externally.

14 H. COUNTY shall provide oversight to PROVIDER's response to all incidents
15 arising from a possible breach of security related to COUNTY's confidential client information provided
16 to PROVIDER. PROVIDER will be responsible to issue any notification to affected individuals as
17 required by law or as deemed necessary by COUNTY in its sole discretion. PROVIDER will be
18 responsible for all costs incurred as a result of providing the required notification.

19 **19. PERINATAL SERVICES**

20 PROVIDER shall comply with the requirements for "Perinatal Services Network
21 Guidelines FY 2016-17, available at the DHCS web address at:
22 <http://www.dhcs.ca.gov/individuals/Pages/OWPS-SUD.aspx> and by this reference incorporated herein,
23 and the State-County Contract between DHCS and the COUNTY until such time new Perinatal
24 Services Network Guidelines and the State-County Contract are updated and adopted. No formal
25 amendment of this contract is required for new guidelines to apply.

26 PROVIDER shall comply with federal and state mandates to provide alcohol and other
27 drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and
28

postpartum women, and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program.

PROVIDER shall require that counselors of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51 341 .I, Services for Pregnant and Postpartum Women and Title 9 commencing with section 10360.

20. INTERIM SERVICES

PROVIDER must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

21. REFERENCES TO LAWS AND RULES

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

22. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

The PROVIDER agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing

1 or supplying work, services, materials or supplies in connection with the performance of this Agreement
2 and from any and all claims and losses accruing or resulting to any person, firm or corporation who may
3 be injured or damaged by the PROVIDER in the performance of this Agreement.

4 B. INDEPENDENT CONTRACTOR

5 The PROVIDER and the agents and employees of PROVIDER, in the
6 performance of this Agreement, shall act in an independent capacity and not as officers or employees
7 or agents of State of California.

8 C. CONTROL REQUIREMENTS

9 This Agreement is subject to all applicable Federal and State laws, regulations
10 and standards. PROVIDER shall establish written procedures consistent with State-County Contract
11 requirements. The provisions of this Agreement are not intended to abrogate any provisions of law or
12 regulation existing or enacted during the term of this Agreement.

13 D. CONFIDENTIALITY

14 PROVIDER shall conform to and COUNTY shall monitor compliance with all
15 State of California and Federal statutes and regulations regarding confidentiality, including but not
16 limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations;
17 California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6
18 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and
19 Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

20 E. REVENUE COLLECTION POLICY

21 PROVIDER shall conform to all policies and procedures regarding revenue
22 collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

23 F. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

24 PROVIDER agrees that all funds paid out by the State shall be used exclusively
25 for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

26 G. ACCESS TO SERVICES

27 PROVIDER shall provide accessible and appropriate services in accordance with
28 Federal and State statutes and regulations to all eligible persons.

1 H. REPORTS

2 PROVIDER agrees to participate in surveys related to the performance of this
3 Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed
4 upon format.

5 I. AUDITS

6 All State and Federal funds furnished to the PROVIDER pursuant to this
7 Agreement along with related patient fees, third party payments, or other related revenues and funds
8 commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol
9 and drug program revenue and expenditures contained in this Agreement for the purpose of
10 establishing the basis for the subsequent year's negotiation.

11 J. RECORDS MAINTENANCE

12 1) PROVIDER shall maintain books, records, documents, and other
13 evidence necessary to monitor and audit this Agreement.

14 2) PROVIDER shall maintain adequate program and fiscal records relating
15 to individuals served under the terms of this Agreement, as required, to meet the needs of the State in
16 monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each
17 individual shall include, but not be limited to, admission records, patient and participant interviews and
18 progress notes, and records of service provided by various service locations, in sufficient detail to make
19 possible an evaluation of services provided and compliance with this Agreement.

20 **23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

21 COUNTY and PROVIDER each consider and represent themselves as covered entities
22 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
23 191(HIPAA) and agree to use and disclose protected health information as required by law.

24 COUNTY and PROVIDER acknowledge that the exchange of protected health
25 information between them is only for treatment, payment, and health care operations.

26 COUNTY and PROVIDER intend to protect the privacy and provide for the security of
27 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health
28 Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and

1 regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
2 Regulations) and other applicable laws.

3 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
4 PROVIDER to enter into a contract containing specific requirements prior to the
5 disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and
6 164.504(e) of the Code of Federal Regulations (CFR).

7 **24. CULTURAL COMPETENCY**

8 As related to Cultural and Linguistic Competence, PROVIDER shall comply with:

9 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.
10 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
11 from discriminating against persons based on race, color, national origin, sex, disability or religion. This
12 is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
13 participation in federally funded programs through the provision of comprehensive and quality bilingual
14 services.

15 B. Policies and procedures for ensuring access and appropriate use of trained
16 interpreters and material translation services for all LEP consumers, including, but not limited to,
17 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
18 procedures, and monitoring its language assistance program. The PROVIDER's procedures must
19 include ensuring compliance of any sub-contracted providers with these requirements.

20 C. PROVIDER assurances that minors shall not be used as interpreters.

21 D. PROVIDER shall provide and pay for interpreting and translation services to
22 persons participating in PROVIDER's services who have limited or no English language proficiency,
23 including services to persons who are deaf or blind. Interpreter and translation services shall be
24 provided as necessary to allow such participants meaningful access to the programs, services and
25 benefits provided by PROVIDER. Interpreter and translation services, including translation of
26 PROVIDER's "vital documents" (those documents that contain information that is critical for accessing
27 PROVIDER's services or are required by law) shall be provided to participants at no cost to the
28 participant. PROVIDER shall ensure that any employees, agents, subcontractors, or partners who

1 interpret or translate for a program participant, or who directly communicate with a program participant
2 in a language other than English, demonstrate proficiency in the participant's language and can
3 effectively communicate any specialized terms and concepts peculiar to PROVIDER's services.

4 E. In compliance with the State mandated Culturally and Linguistically Appropriate
5 Services standards as published by the Office of Minority Health, PROVIDER must submit to COUNTY
6 for approval, within 60 days from date of contract execution, PROVIDER's plan to address all fifteen
7 national cultural competency standards as set forth in the "National Standards on Culturally and
8 Linguistically Appropriate Services" (CLAS), attached hereto as Exhibit D, and incorporated herein by
9 this reference. County's annual on-site review of PROVIDER shall include collection of documentation
10 to ensure all national standards are implemented. As the national competency standards are updated,
11 PROVIDER's plan must be updated accordingly.

12 F. PROVIDER shall complete and submit county-issued CLAS self-assessment
13 annually. PROVIDER shall update CLAS plan as necessary.

14 **25. SINGLE AUDIT CLAUSE**

15 A. If PROVIDER expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or
16 more in Federal and Federal flow-through monies, PROVIDER agrees to conduct an annual audit in
17 accordance with the requirements of the Single Audit Standards as set forth in 2CFR Part 200.
18 PROVIDER shall submit said audit and management letter to COUNTY. The audit must include a
19 statement of findings or a statement that there were no findings. If there were negative findings,
20 PROVIDER must include a corrective action plan signed by an authorized individual. PROVIDER
21 agrees to take action to correct any material non-compliance or weakness found as a result of such
22 audit. Such audit shall be delivered to COUNTY's Department of Behavioral Health, Business Office
23 for review within nine (9) months of the end of any fiscal year in which funds were expended and/or
24 received for the program. Failure to perform the requisite audit functions as required by this Agreement
25 may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with
26 a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future
27 agreements with PROVIDER. All audit costs related to this Agreement are the sole responsibility of
28 PROVIDER.

1 B. A single audit report is not applicable if PROVIDER's Federal contracts do not
2 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or PROVIDER's only
3 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
4 performed and a program audit report with management letter shall be submitted by PROVIDER to
5 COUNTY as a minimum requirement to attest to PROVIDER's solvency. Said audit report shall be
6 delivered to COUNTY's Department of Behavioral Health, Business Office for review, no later than nine
7 (9) months after the close of the fiscal year in which the funds supplied through this Agreement are
8 expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks
9 or contracting with a qualified accountant to perform said audit. All audit costs related to this
10 Agreement are the sole responsibility of PROVIDER who agrees to take corrective action to eliminate
11 any material noncompliance or weakness found as a result of such audit. Audit work performed by
12 COUNTY under this section shall be billed to the PROVIDER at COUNTY's cost, as determined by
13 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

14 PROVIDER shall make available all records and accounts for inspection by COUNTY,
15 the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor
16 Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least
17 three (3) years following final payment under this Agreement or the closure of all other pending matters,
18 whichever is later.

19 **26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

20 To the extent necessary to prevent disallowance of reimbursement under section
21 1861(v) (1) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)
22 years after the furnishing of services under this Agreement, PROVIDER shall make available, upon
23 written request of the Secretary of the United States Department of Health and Human Services, or
24 upon request of the Comptroller General of the United States General Accounting Office, or any of their
25 duly authorized representatives, a copy of this Agreement and such books, documents, and records as
26 are necessary to certify the nature and extent of the costs of these services provided by PROVIDER
27 under this Agreement. PROVIDER further agrees that in the event PROVIDER carries out any of its
28 duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100

Dollars (\$10,000.00) 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 of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General 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.

27. COMPLIANCE WITH LAWS AND POLICIES

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

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

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

C. PROVIDER shall furnish client records in accordance with the applicable Federal and State regulations, and with the Standards for Alcohol and Drug Treatment Programs set forth by the State Department of Alcohol and Drug Programs, including in such records a treatment plan for each client, and evidence of each service rendered.

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

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

F. PROVIDER shall comply with requirements contained in the State-County Contract with DHCS by this reference incorporated herein, until such time that a new State-County

Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract shall automatically be incorporated into this Agreement.

28. FEDERAL CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

A. DBH and PROVIDER recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The PROVIDER shall provide immediate written notice to DBH if at any time PROVIDER learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction was entered into.

29. CLEAN AIR AND WATER

In the event funding under this Agreement exceeds one hundred thousand dollars (\$100,000.00), the PROVIDER must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 32).

30. ENERGY EFFICIENCY

The PROVIDER must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94 163).

31. NON-DISCRIMINATION PROVISION

A. ELIGIBILITY FOR SERVICES – PROVIDER shall prepare, prominently post in its facility, and make available to the DBH Director or her designee and to the public all eligibility requirements to participate in the program funded under this Agreement. PROVIDER shall not unlawfully discriminate in the provision of services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status as provided by State of California and Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC section 2000(d)); Age Discrimination Act of 1975 (42 USC section 1681); Rehabilitation Act of 1973 (29 USC section 794); Education Amendments of 1972 (20 USC section 1681); Americans with Disabilities Act of 1990 (42 USC section 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (California Government Code section 12900); and regulations promulgated thereunder (Title 2, CCR, section 7285.0); Title 2, Division

3, Article 9.5 of the California Government Code commencing with section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations commencing with section 10800.

B. EQUAL OPPORTUNITY – PROVIDER shall comply with California Government Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation, and maintenance of a nondiscrimination program. PROVIDER shall not discriminate against any employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status. Such practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. PROVIDER agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC section 2000(e)) in conformance with Federal Executive Order No. 11246. PROVIDER agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC Section 794).

C. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs, DBH may withhold all further funds, until PROVIDER can show by clear and convincing evidence to the satisfaction of DBH that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. NEPOTISM – Except by consent of the DBH Director or her designee, no person shall be employed by PROVIDER who is related by blood or marriage to or who is a member of the Board of Directors or an officer of PROVIDER.

E. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be wheelchair accessible and provide access to the disabled, consistent with Title 9, California Code of Regulations, section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and document PROVIDER'S compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without

1 regard to physical or mental disability and that PROVIDER has provided a facility accessible to the
2 physically disabled.

3 **32. ASSURANCES**

4 In entering into this Agreement, PROVIDER certifies that it is not currently excluded,
5 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it
6 has not been convicted of a criminal offense related to the provision of health care items or services;
7 nor has it been reinstated to participation in the Federal Health Care Programs after a period of
8 exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a
9 contract, that PROVIDER is ineligible on these grounds, COUNTY will remove PROVIDER from
10 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health
11 Care Programs and shall remove such PROVIDER from any position in which PROVIDER's
12 compensation, or the items or services rendered, ordered or prescribed by PROVIDER may be paid in
13 whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds
14 at least until such time as PROVIDER is reinstated into participation in the Federal Health Care
15 Programs. Further the PROVIDER agrees to the Disclosure of Criminal History and Civil Actions and
16 Certification regarding debarment suspension and other responsibility matters primary covered
17 transactions; PROVIDER must sign an appropriate Certification regarding debarment, suspension, and
18 other responsibility matters, attached hereto as Exhibit E, incorporated herein by reference and made
19 part of this Agreement.

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

26 B. PROVIDER agrees that all potential new employees of PROVIDER or
27 subcontractors of PROVIDER who, in each case, are expected to perform professional services under
28 this Agreement, will be queried as to whether (1) they are now or ever have been excluded, suspended,

1 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been
2 convicted of a criminal offense related to the provision of health care items or services; and or (3) they
3 have been reinstated to participation in the Federal Health Care Programs after a period of exclusion,
4 suspension, debarment, or ineligibility.

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

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

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

27 1) PROVIDER agrees to notify COUNTY immediately during the term of this
28 Agreement whenever PROVIDER learns that an employee or subcontractor who, in each case, is

1 providing professional services under this Agreement is excluded, suspended, debarred or otherwise
2 ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense
3 relating to the provision of health care services.

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

10 D. PROVIDER agrees to cooperate fully with any reasonable requests for
11 information from COUNTY which may be necessary to complete any internal or external audits relating
12 to this Agreement.

13 E. PROVIDER agrees to reimburse COUNTY for the entire cost of any penalty
14 imposed upon COUNTY by the Federal Government as a result of PROVIDER's violation of the terms
15 of this Agreement.

16 **33. AUDITS AND INSPECTIONS**

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

22 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), PROVIDER
23 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after
24 final payment under contract (Government Code Section 8546.7).

25 Notwithstanding the provisions stated in Section Two (2), TERM, of this Agreement, it is
26 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all
27 audit procedures and requirements as stated in this Agreement have been completed to the review and
28 satisfaction of COUNTY. PROVIDER shall bear all costs in connection with or resulting from any audit

and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest and penalties.

34. RECORDS

A. RECORD ESTABLISHMENT AND MAINTENANCE – PROVIDER shall establish and maintain records in accordance with State and Federal rules and regulations in addition to those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except as otherwise authorized by COUNTY, PROVIDER shall retain all other records for a period of five (5) years after receiving the final payment under this Agreement or the earlier termination of this Agreement, or until State and/or Federal audit findings applicable to such services are resolved, whichever is later.

B. DOCUMENTATION – PROVIDER shall maintain adequate records in sufficient detail to make possible an evaluation of services, and contain all the data necessary in reporting to the State of California and/or Federal agency. All client records shall be maintained pursuant to applicable State of California and Federal requirements concerning confidentiality.

C. REPORTS – PROVIDER shall submit to COUNTY monthly fiscal and all program reports as further described in Section Sixteen (16) REPORTS – SUBSTANCE USE DISORDER SERVICES. PROVIDER shall submit a complete and accurate year-end cost report for each fiscal year affected by this Agreement, following the end of each fiscal year affected by this Agreement. PROVIDER shall also furnish to COUNTY such statements, records, reports, data, and information as COUNTY may request pertaining to matters covered by this Agreement. All reports submitted by PROVIDER to COUNTY must be typewritten.

D. SUSPENSION OF COMPENSATION – In the event that PROVIDER fails to provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance.

E. DISALLOWANCES – Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of PROVIDER invoices by COUNTY'S DBH Contracts Division - SUD Services. If payment for services

are denied or disallowed by State; and subsequently resubmitted to COUNTY by PROVIDER, the disallowed portion will be withheld from the next reimbursement to the PROVIDER until COUNTY has received has received reimbursement from State for said services.

F. CLIENT CONFIDENTIALITY – PROVIDER shall conform to and COUNTY shall monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements of 42 Code of Federal Regulations § 2.1 et seq., Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil Code, Division 1, Part 2.6, and 22 California Code of Regulations § 51009.

35. NOTICES

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

COUNTY	PROVIDER
Director, Fresno County	BAART Behavioral Health Services, Inc.
Department of Behavioral Health	1720 Lakepoint Dr., Ste 117
4441 East Kings Canyon	Lewisville, TX 75057
Fresno, CA 93702	

Any and all notices between the COUNTY and the PROVIDER provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

36. CHANGE OF LEADERSHIP/MANAGEMENT

Any and all notices between COUNTY and PROVIDER provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

In the event of any change in the status of PROVIDER's leadership or management, PROVIDER shall provide written notice to COUNTY within thirty (30) days from the date of change.

1 Such notification shall include any new leader or manager's name, address and qualifications.

2 "Leadership or management" shall include any employee, member, or owner of PROVIDER who either
3 a) directs individuals providing services pursuant to this Agreement; b) exercises control over the
4 manner in which services are provided; or c) has authority over PROVIDER's finances.

5 **37. CHARITABLE CHOICE**

6 PROVIDER may not discriminate in its program delivery against a client or potential
7 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to
8 actively participate in a religious practice. Any specifically religious activity or service made available to
9 individuals by the PROVIDER must be voluntary as well as separate in time and location from County
10 funded activities and services. PROVIDER shall inform County as to whether it is faith-based. If
11 PROVIDER identifies as faith-based it must submit to DBH Contracts Division - SUD Services a copy of
12 its policy on referring individuals to alternate treatment PROVIDER, and include a copy of this policy in
13 its client admission forms. The policy must inform individuals that they may be referred to an
14 alternative provider if they object to the religious nature of the program, and include a notice to SUD
15 Services. Adherence to this policy will be monitored during annual site reviews, and a review of client
16 files. If PROVIDER identifies as faith-based, by July 1 of each year PROVIDER will be required to
17 report to SUD Services the number of individuals who requested referrals to alternate providers based
18 on religious objection.

19 **38. LICENSING-CERTIFICATES**

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

28 ///

1 **39. AOD CERTIFICATION**

2 A. The COUNTY requires all COUNTY contracted providers of Alcohol and Other
3 Substance Use Disorder treatment services to obtain the California Department of Health Care
4 Services (DHCS) Alcohol and Other Drug Program (AOD) Certification. The AOD Certification
5 Standards will apply to all residential and outpatient treatment modalities. The purpose of the AOD
6 Certification Standards is to ensure an acceptable level of service quality is provided to program
7 participants.

8 B. PROVIDER shall provide proof of a completed application for AOD Certification
9 to the County within thirty (30) days from the execution date of this Agreement with the COUNTY. A
10 copy of the AOD Certification shall be submitted to the COUNTY when approved by the California
11 Department of Alcohol Drug Programs.

12 C. This AOD Certification requirement applies to every treatment facility operated by
13 the PROVIDER. PROVIDER whose agencies are nationally accredited with the Joint Commission on
14 Accreditation of Health Care Organizations (JCAHO) or the Commission on Accreditation of
15 Rehabilitative Facilities (CARF) are exempt from this requirement of AOD Certification. PROVIDER
16 shall submit a copy of their JCAHO or CARF accreditation to the COUNTY within thirty (30) days from
17 the date this Agreement is executed. PROVIDER shall notify COUNTY if at any time their JCAHO or
18 CARF accreditation lapses or becomes invalid due to any reason during the term of this Agreement.
19 PROVIDER shall apply with DHCS for AOD Certification if their JCAHO or CARF accreditation lapses
20 or becomes invalid and shall submit a copy of the completed application for AOD Certification to the
21 COUNTY within thirty (30) days from the date the JCAHO or CARF accreditation lapses or becomes
22 invalid.

23 D. COUNTY shall terminate this Agreement immediately in the event any of the
24 following occurs:

25 1) PROVIDER fails to submit a copy of the completed application for AOD
26 Certification, or a copy of either their JCAHO or CARF accreditation within thirty (30) days from the
27 execution date of this Agreement with the COUNTY.

28 2) PROVIDER's application for AOD Certification is denied by DHCS.

1 3) PROVIDER fails to submit to the COUNTY a copy of the AOD
2 Certification within thirty (30) days after being approved by the DHCS, or certification is not maintained
3 throughout the contract period.

4 4) PROVIDER fails to apply for AOD Certification with DHCS or fails to
5 submit to the COUNTY a copy of the completed application for AOD Certification within thirty (30) days
6 after the JCAHO or CARF accreditation lapses or becomes invalid.

7 **40. COMPLAINTS**

8 PROVIDER shall log complaints and the disposition of all complaints from a consumer or
9 a consumer's family. PROVIDER shall provide a summary of the complaint log entries concerning
10 COUNTY-sponsored consumers to COUNTY at monthly intervals by the fifteenth (15th) day of the
11 following month, in a format that is mutually agreed upon. PROVIDER shall post signs informing
12 consumer of their right to file a complaint or grievance. PROVIDER shall notify COUNTY of all
13 incidents reportable to state licensing bodies that affect COUNTY consumers within twenty-four (24)
14 hours of receipt of a complaint.

15 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored
16 consumers, PROVIDER shall provide COUNTY with information relevant to the complaint, investigative
17 details of the complaint, the complaint and PROVIDER's disposition of, or corrective action taken to
18 resolve the complaint.

19 **41. DRUG FREE WORKPLACE**

20 PROVIDER shall comply with the requirements of the Drug-Free Work Place Act of 1990
21 (California Government Code section 8350 et seq.).

22 **42. CHILD ABUSE REPORTING**

23 PROVIDER shall utilize a procedure acceptable to the COUNTY to ensure that all of
24 PROVIDER's employees, volunteers, consultants, subcontractors or agents performing services under
25 this Agreement shall report all known or suspected child abuse or neglect to one or more of the
26 agencies set forth in Penal Code section 11165.9. This procedure shall include having all of
27 PROVIDER's employees, volunteers, consultants, subcontractors or agents performing services under
28 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 PROVIDER for reporting is set forth in Exhibit F, "Notice of Child Abuse Reporting," attached hereto and by this reference incorporated herein.

43. TRAFFICKING IN PERSONS PROVISIONS

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

PROVIDER, PROVIDER's employees, subrecipients, and subrecipients' employees may not:

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

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

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

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

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

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

1 **44. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

2 This provision is only applicable if PROVIDER is a disclosing entity, fiscal agent, or
3 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,
4 and 455.106(a)(1),(2).

5 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
6 the following information must be disclosed by PROVIDER by completing Exhibit H “Disclosure of
7 Ownership and Control Interest Statement,” attached hereto and by this reference incorporated herein.
8 PROVIDER shall submit this form to the Department of Behavioral Health within thirty (30) days of the
9 effective date of this Agreement. Submissions shall be scanned pdf copies and are to be sent via email
10 to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

11 A. Name and address of any person(s) whether it be an individual or corporation
12 with an ownership or controlling interest in the disclosing entity or managed care entity.

13 1) Address must include the primary business address, every business
14 location and P.O. Box address(es).

15 2) Date of birth and Social Security Number for individuals.

16 3) Tax identification number for other corporations or entities with ownership
17 or controlling interest in the disclosing entity.

18 B. Any subcontractor(s) in which the disclosing entity has five (5) percent or more
19 interest.

20 C. Whether the person(s) with an ownership or controlling interest of the disclosing
21 entity is related to another person having ownership or controlling interest as a parent, spouse, sibling
22 or child. Including whether the person(s) with ownership or controlling interest of the disclosing entity is
23 related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more
24 interest in any of its subcontractors.

25 D. Name of any other disclosing entity in which an owner of the disclosing entity has
26 an ownership or control interest.

1 E. The ownership of any subcontractor with whom the provider has had business
2 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
3 and

4 F. Any significant business transactions between the provider and any wholly
5 owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the
6 date of the request.

7 G. Any person(s) with an ownership or control interest in the provider, or agent or
8 managing employee of the provider; and

9 1) Has been convicted of a criminal offense related to that person's
10 involvement in any program under Medicare, Medicaid, or the title XX services program since the
11 inception of those programs.

12 H. The ownership of any subcontractor with whom the provider has had business
13 transactions totaling more than \$25,000 during the 12-month period ending on the date of the request;
14 and

15 I. Any significant business transactions between the provider and any wholly
16 owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the
17 date of the request.

18 **45. CONTROL REQUIREMENTS**

19 Performance under this Agreement is subject to all applicable Federal and State laws,
20 regulations and standards. In accepting the State drug and alcohol combined program allocation
21 pursuant to California Health and Safety Code section 11757, PROVIDER shall establish written
22 accounting procedures consistent with applicable Federal and State laws, regulations and standards,
23 and shall be held accountable for audit exceptions taken by the State or COUNTY for failure to comply
24 with these requirements. These requirements include, but may not be limited to, those set forth in this
25 Agreement, and:

26 A. Division 10.5 of the California Health and Safety Code;

27 B. California Government Code sections 16366.1 through 16367.9 and 53130
28 through 53138;

- 1 C. Title 9, Division 4 of the California Code of Regulations;
2 D. 42 United States Code (U.S.C.) section 300x-5;
3 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act
4 Amendments of 1996);
5 F. 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit
6 Requirements for Federal Awards); and
7 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
8 Grants).

9 **46. PROPERTY OF THE COUNTY**

10 A. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) shall be
11 identified as fixed assets and shall be maintained in COUNTY's Asset Management System. Certain
12 purchases under Five Thousand and No/100 Dollars (\$5,000.00) including but not limited to computers,
13 copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or
14 designee made during the life of this Agreement shall be identified as assets that can be inventoried
15 and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained by
16 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this
17 Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and
18 inventoried assets and shall be physically present when fixed and inventoried assets are returned to
19 COUNTY possession at the termination or expiration of this Agreement. PROVIDER is responsible for
20 returning to COUNTY all COUNTY owned fixed and inventoried assets, or the monetary value of said
21 assets if unable to produce the assets at the expiration or termination of this Agreement.

22 PROVIDER further agrees to the following:

- 23 1) To maintain all items of equipment in good working order and condition,
24 normal wear and tear is expected;
25 2) To label all items of equipment, to perform periodic inventories as
26 required by COUNTY and to maintain an inventory list showing where and how the equipment is being
27 used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to
28 COUNTY within ten (10) days of any request therefore; and

1 3) To report in writing to COUNTY immediately after discovery, the lost or
2 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
3 and a copy of the police report submitted to COUNTY.

4 B. The purchase of any equipment by PROVIDER with funds provided hereunder
5 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement
6 as appropriate, and must be directly related to PROVIDERS services or activity under the terms of this
7 Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment
8 purchased, which are incurred by PROVIDER, if prior written approval has not been obtained from
9 COUNTY.

10 C. The terms and conditions described in this Section are not applicable to the
11 leasing of vehicles by PROVIDER with the funds provided under this Agreement.

12 **47. UNLAWFUL USE OF DRUGS AND ALCOHOL**

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

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

22 COUNTY shall enforce the requirement of "No Unlawful Use" set forth by DHCS and
23 requires PROVIDER to enforce the requirement as well.

24 This agreement may be unilaterally terminated, without penalty, if PROVIDER or a
25 subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of
26 Drugs and Alcohol message or has an employee who is determined by the DBH Director or her
27 designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.
28

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

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

6 **49. CONFIDENTIALITY OATH**

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

11 **50. GOVERNING LAW**

12 Venue for any action arising out of or related to this Agreement shall only be in Fresno
13 County, California.

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

16 **51. ENTIRE AGREEMENT**

17 This Agreement, including all Exhibits, constitutes the entire Agreement between
18 PROVIDER and COUNTY with respect to the subject matter hereof and supersedes all previous
19 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
20 understandings of any nature whatsoever unless expressly included in this Agreement.

21 ///

22 ///

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

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 BAART BEHAVIORAL HEALTH SERVICES, INC.

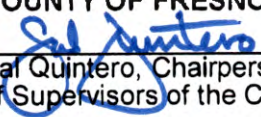
8 Print Name & Title

9 1720 Lakepointe Drive, Suite 117

10 Lewisville, TX 75057

11 Mailing Address

COUNTY OF FRESNO

12 
13 Sal Quintero, Chairperson of the Board
14 of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

15
16 By: 

17
18 **FOR ACCOUNTING USE ONLY:**

19 Fund/Subclass: 0001/10000

20 Organization: 56302081

21 Account/Program: 7295/0
22
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28

SCOPE OF WORK

In-Custody Narcotic Treatment Program Services

ORGANIZATION: BAART BEHAVIORAL HEALTH SERVICES, INC.
1720 Lakepoint Dr., Ste 117
Lewisville, Tx 75057

SERVICE ADDRESS: 539 N. Van Ness, Fresno, CA 93728

PROGRAM DIRECTOR: Kivaugh Shelton, (559) 498-0507

CONTRACT PERIOD: July 1, 2018 through June 30, 2023

CONTRACT AMOUNT: \$150,000.00 annually (\$750,000.00)

NTP IN-CUSTODY DOSING SERVICES:

Narcotic Treatment Program (NTP) services will be provided to in-custody opioid dependent clients (18 and older) who received NTP services prior to incarceration and to those identified by jail staff as potentially having an opioid dependence but are not currently receiving NTP services. Emphasis will be placed on stabilization during incarceration through the provision of methadone dosing for clients who meet medical necessity. Additionally, Buprenorphine may be administered to clients who are under the care of a physician who prescribed the medication prior to incarceration.

Services must be performed within all applicable regulations and standards, including but not limited to CCR Title 22, Alcohol and Other Drug (AOD) Certification Standards, CCR Title 9, U.S. Drug Enforcement Administration (DEA) regulations, all Department of Health Care Services (DHCS) Mental Health Substance Use Disorder Services (MHSUDS) Information Notices, Fresno County SUD Bulletins, Medi-Cal Certifications (Mental Health and SUD), and any other required laws, regulations, policies, or procedures mandated by local, state, or federal agencies.

SERVICES TO BE PROVIDED

BAART will be responsible for:

- Conducting assessment, intake, and dosing services seven (7) days per week during NTP clinic hours.
- Providing jail medical staff a dosing report daily, including dosing schedules.
- Coordinating transportation to the primary NTP clinic, as needed.
- Providing in-custody clients with referrals and linkages to community-based substance use disorder (SUD) treatment services and other resources prior to release in order to assist with continued engagement in treatment and or recovery services.
- Maintaining a daily census of all in-custody clients receiving NTP dosing services.

- Providing Fresno County with client, programmatic, and other demographic information upon request.

Client Centered Approach

Services provided to in-custody clients must be clinically appropriate, focused on long-term recovery success, and include cultural/linguistic awareness while taking on an empathic, non-judgmental, person-centered approach that fits the needs of the client. This includes referrals to community-based treatment and recovery resources upon release from custody.

Licenses and Certifications

BAART must possess and maintain all of the necessary certifications, licenses and permits from the Department of Health Care Services (DHCS) and U.S. Drug Enforcement Administration (DEA) for the duration of the contract.

Referrals

Clients continuing to receive NTP dosing services upon release from custody will be referred to a community-based NTP provider for continued services based on client preference and/or the geographic location of the treatment facility to the client's residence.

Out-of-county clients must be referred back to their county of residence for continued services unless they plan to establish a residence in Fresno County. These clients must transfer their Medi-Cal benefits to Fresno County in order for the community-based treatment provider to be eligible for reimbursement through a Fresno County contract.

Medication Management

BAART shall establish medication policies and procedures, which will inform the client of the effects of the medication(s) as well as any side effects and risks. BAART will provide necessary training on medication management to all staff that are involved in the care of the client.

STAFFING REQUIREMENTS:

BAART shall determine staffing levels needed to implement and maintain the program; however, the agency must comply with CCR Title 9 regulations and any other federal, state, or local requirements as applied to staff qualifications.

GREIVANCES AND INCIDENT REPORTS:

BAART must notify Fresno County of all incidents or unusual occurrences reportable to state licensing bodies that affect Fresno County clients within twenty-four (24) hours of the incident. Within fifteen (15) days of a grievance or incident affecting a Fresno County-sponsored client BAART shall submit a corrective action plan showing actions taken to resolve the complaint or incident.

PROGRAM OUTCOMES

BAART must track and report the following outcome indicators to DBH on a quarterly basis in a mutually accepted format:

1. 100% of identified in-custody clients will receive NTP dosing services within 24 hours of initial request, and will continue to receive NTP dosing services as long as the NTP physician deems the service medically necessary and the client is willing to participate.
2. 100% of in-custody clients receiving NTP services will be provided informational resources about the medication they are prescribed including potential side-effects, other services available, and the benefits of continued engagement in SUD treatment.
3. 100% of in-custody clients who receive NTP services will be provided with referrals to appropriate community-based SUD treatment services prior to discharge from custody. In-custody clients receiving NTP dosing services upon discharge must be referred to an NTP. Referrals will be based on geographic location of the client's residence upon release as well as the client's preference.
4. 100% of in-custody clients receiving NTP services will receive a satisfaction survey prior to discharge.
5. 90% of surveys will reflect a perception of satisfactory care.

Outcomes

Outcomes related to timelessness of services, distribution of information related to NTP services, referrals, and quality of care through survey data will be tracked utilizing the outcomes measures mentioned above and will be made available during annual site reviews and upon request from the County. Efficiency of services such as service delivery cost per service unit, length of services provided, direct service hours of program staff and staff mileage will be tracked. Attention to outcomes will be used for process improvement.

Department of Health Care Services
Substance Use Disorders - Program, Prevention and Fiscal Division
Drug Medi-Cal (DMC) Rates for Fiscal Year 2017-18

Non-Perinatal DMC

Description	Unit of Service (UOS)	FY 2017-18 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$13.11
NTP - Individual Counseling	One 10-minute Increment	\$15.37
NTP - Group Counseling	One 10-minute Increment	\$3.43
Intensive Outpatient Treatment	Face-to-Face Visit	\$58.53
Naltrexone (*)	Face-to-Face Visit	\$19.06
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$76.91
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$30.89

Perinatal DMC

Description	Unit of Service (UOS)	FY 2017-18 UOS Rate**
NTP - Methadone	Daily	\$14.11
NTP - Individual Counseling	One 10-minute Increment	\$16.39
NTP - Group Counseling	One 10-minute Increment	\$4.28
Intensive Outpatient Treatment	Face-to-Face Visit	\$84.43
Perinatal Residential	Daily	\$90.14
ODF Individual Counseling	Face-to-Face Visit (Per Person)	\$81.93
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$38.56

* From FY 2002-03 through FY 2008-09, Naltrexone was frozen at the \$21.19 (FY 1999-2000) approved rate. Counties and service providers have not provided, submitted claims, nor reported cost for this service since FY 1997-98. For FY 2009-10, the \$21.19 frozen rate was reduced by 10 percent to \$19.07. Excluding county administration from the cost data used to produce the \$21.19 frozen approved rate decreased it to \$19.06. Drug Medi-Cal used \$19.06 as the FY 2017-18 developed rate.

** FY 2009-2010 rates were adjusted by the cumulative growth of the change in the Implicit Price Deflator (IPD), in accordance with Welfare & Institutions Code Section 14021.9(b). The 15.6 percent is a year-to-year summation of the change in IPD's which are as follows: 0% for FY 2009-10, 3.2% for FY 2010-11, 2.5% for FY 2011-12, 1.9% for FY 2012-13, 2.1% for FY 2013-14, 1.2% for FY 2014-15, 0.4% for FY 2015-16, 1.9% for FY 2016-17, and 2.4% for FY 2017-18.

Department of Health Care Services
Substance Use Disorders - Program, Policy and Fiscal Division

Drug Medi-Cal Rates For Fiscal Year 2017-18
Additional Medication Assisted Treatments Available in Waiver Opt-In Counties,
Narcotic Treatment Programs

Description	Unit of Service (UOS)	FY 2017-18 UOS Rate Regular DMC	FY 2017-18 UOS Rate Perinatal DMC
Narcotic Treatment Program (NTP) - Buprenorphine ¹	Daily	\$20.18	\$28.02
NTP - Disulfiram ²	Daily	\$10.47	\$10.84
NTP - Naloxone: 2-pack Nasal Spray ³	Dispensed according to need	\$150.00	\$150.00

¹- Buprenorphine: Average daily dose of 16 milligrams, sublingual tablets

²- Disulfiram: Average daily dose between 250 and 500 milligrams

³- Naloxone: One dose equal to 4 milligrams per 0.1 milliliter

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that consumers receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to consumers with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the consumer).
7. Organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, consumer satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual consumer's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and consumer involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by consumers.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www/epls/gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED
TRANSACTIONS**


INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:


Daniel Gutschenwiler, CEO
(Printed Name & Title)

Date:

4/25/2018
BAPET Behavioral Health Services, Inc.
(Name of Agency or Company)

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 PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, 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 Children and Family 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 department head or designee.

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


SIGNATURE

4/25/2018
DATE

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

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

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

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

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

Signature: [Signature]

Date: 4/25/2018

Title: CEO

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity BAAET Behavioral Health Services, INC		D/B/A	
Address (number, street) 1720 WALKER DRIVE #117		City Waukegan	State IL
CLIA number		Taxpayer ID number (EIN) 47-3508010	ZIP code 78057
		Telephone number (214) 378-3347	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

YES NO

- A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ☒ ☐
- B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? ☐ ☒
- C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) ☒ ☐

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN
See Attachment A		

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☒ Corporation
☐ Unincorporated Associations ☐ Other (specify) _____
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☒ ☐

NAME	ADDRESS	PROVIDER NUMBER
See Attachment B		

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☒
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☒
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☒
If yes, when? _____

V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☒
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... ☐ ☒


VII. A. Is this facility chain affiliated? ☐ ☒
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed)	Title
Daniel Golschneider, CFO	CFO
Signature	Date
	4/26/2018

Remarks

Attachment A
BAAART Behavioral Health Services, Inc.

Table of entities and individuals holding 5% or greater interest in BAAART Behavioral Health Services (BBHS)

<i>Name/ Familial Relationship (if applicable)</i>	<i>Address</i>	<i>Ownership Interest</i>	<i>TIN</i>
Addiction Research and Treatment, Inc	1111 Market St. San Francisco, CA 94103-1513	100% Owner of BBHS	94-3303140
BAAART Programs, Inc.	1145 Market Street 10 th Floor San Francisco CA 94103	100% Owner of Addiction Research and Treatment, Inc. (same indirect ownership in BBHS)	47-3493586
BayMark Health Services, Inc.	401 E. Corporate Dr., Suite 220 Lewisville, TX 75057-6430	100% Owner of BAAART Programs, Inc. (same indirect ownership in BBHS)	47-3508010
Jason Kletter (Sibling to Evan and Michelle Kletter)	410 Severn Lane Hillsborough, CA 94010	6.67% ownership interest in BayMark Health Services, Inc. (same indirect ownership in BBHS)	N/A
Evan Kletter (Sibling to Jason and Michelle Kletter)	268 Pixley Street San Francisco, CA 94123	6.67% ownership interest in BayMark Health Services, Inc. (same indirect ownership in BBHS)	N/A
Michelle Kletter (Sibling to Jason and Evan Kletter)	501 Valley Street San Francisco, CA 94131	6.67% ownership interest in BayMark Health Services, Inc. (same indirect ownership in BBHS)	N/A
Webster Capital III, L.P.	950 Winter Street, Suite 4200 Waltham, MA 02451-0921	57.14% owner of BayMark Health Services, Inc. (same indirect ownership in BBHS)	30-0825463
Alpinvest Partners Co-Investments 2014 I C.V.	c/o Alpinvest Partners B.V. Jachthavenweg 118 1081 KJ Amsterdam The NETHERLANDS	PASSIVE INVESTOR 8.29% ownership interest in BayMark Health Services, Inc. (same indirect ownership in BBHS)	Foreign entity – has no EIN

<i>Name/ Familial Relationship (if applicable)</i>	<i>Address</i>	<i>Ownership Interest</i>	<i>TIN</i>
Equity Trustees Limited as Trustee for the First State Super Private Equity Trust	Level 2, 575 Bourke Street Melbourne 3000 Victoria, AUSTRALIA	PASSIVE INVESTOR 12.0192% ownership interest in Webster Capital III, L.P. (so holds a 6.87% indirect ownership in BBHS)	Foreign entity -- has no EIN
QIC Private Capital Pty Ltd as Trustee for QIC Private Equity Fund No. 2	Level 6 Central Plaza Two 66 Eagle Brisbane, Queensland 4001 AUSTRALIA	PASSIVE INVESTOR 12.0192% ownership interest in Webster Capital III, L.P. (so holds a 6.87% indirect ownership in BBHS)	98-0476549
State Farm Life Insurance Company	One State Farm Plaza Bloomington, IL 61710-0001	PASSIVE INVESTOR 9.615% ownership interest in Webster Capital III, L.P. (so holds a 5.49% indirect ownership in BBHS)	37-0533090

Attachment B			Ownership in
Other Entities: BayMark Health Services, Inc. and Jason, Evan and Michelle Kletter			
Name of Legal Entity	D/B/A (if applicable)	Address	EIN
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1111 Market St. San Francisco, CA 94103-1513	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	433 Turk Street San Francisco, CA 94102-3329	94-3303140
Addiction Research and Treatment, Inc.	Family Addiction Center for Education and Treatment (FACET)	433 Turk Street San Francisco, CA 94102-3329	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	795 Willow Road, BI 332 Menlo Park, CA 94025-2539	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1124 International Blvd. Oakland, CA 94606-4331	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	3711 Sunset Lane, Stes A & B Antioch, CA 94509-6125	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1313 Cutting Blvd. Richmond, CA 94804-2554	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	3103 E. Cartwright Ave. Fresno, CA 93725-9385	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1235 E Street Fresno, CA 93706-2024	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	539 N. Van Ness Ave. Fresno CA 93728-3419	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1646 S. Court St. Visalia, CA 93277-4962	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1926 W. Beverly Blvd. Los Angeles, CA 90057-2402	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	15229 E. Amar Rd. La Puente, CA 91744-2066	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	11315 S. Atlantic Blvd. Lynwood, CA 90262-3007	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	4920 S. Avalon Ave. Los Angeles, CA 90011-4004	94-3303140
Addiction Research and Treatment, Inc.	Bay Area Addiction Research and Treatment	1701 Zonal Av Los Angeles, CA 90033-1065	94-3303140
Bi-Valley Medical Clinic, Inc.		310 Harris Ave., Suite A Sacramento, CA 95838-3249	94-2671219
Bi-Valley Medical Clinic, Inc.		6127 Fair Oaks Blvd. Carmichael, CA 95608-4818	94-2671219
BAART Behavioral Health Services, Inc.		1111 Market St. San Francisco, CA 94103-1513	94-2768374
BAART Behavioral Health Services, Inc.		433 Turk Street San Francisco, CA 94102-3329	94-2768374
BAART Behavioral Health Services, Inc.		795 Willow Road, BI 332 Menlo Park, CA 94025-2539	94-2768374
BAART Behavioral Health Services, Inc.		1124 International Blvd. Oakland, CA 94606-4331	94-2768374
BAART Behavioral Health Services, Inc.		3711 Sunset Lane, Stes A & B Antioch, CA 94509-6125	94-2768374
BAART Behavioral Health Services, Inc.		1313 Cutting Blvd. Richmond, CA 94804-2554	94-2768374
BAART Behavioral Health Services, Inc.		3103 E. Cartwright Ave. Fresno, CA 93725-9385	94-2768374
BAART Behavioral Health Services, Inc.		1235 E Street Fresno, CA 93706-2024	94-2768374
BAART Behavioral Health Services, Inc.		539 N. Van Ness Ave. Fresno CA 93728-3419	94-2768374
BAART Behavioral Health Services, Inc.		1646 S. Court St. Visalia, CA 93277-4962	94-2768374
BAART Behavioral Health Services, Inc.		1926 W. Beverly Blvd. Los Angeles, CA 90057-2402	94-2768374
BAART Behavioral Health Services, Inc.		15229 E. Amar Rd. La Puente, CA 91744-2066	94-2768374
BAART Behavioral Health Services, Inc.		11315 S. Atlantic Blvd. Lynwood, CA 90262-3007	94-2768374
BAART Behavioral Health Services, Inc.		4920 S. Avalon Ave. Los Angeles, CA 90011-4004	94-2768374

Name of Legal Entity	D/B/A (If applicable)	Address	EIN
BAART Behavioral Health Services, Inc.		310 Harris Ave., Suite A Sacramento, CA 95838-3249	94-2768374
BAART Behavioral Health Services, Inc.		6127 Fair Oaks Blvd. Carmichael, CA 95608-4818	94-2768374
BAART Behavioral Health Services, Inc.		1701 Zonal Av Los Angeles, CA 90033-1065	94-2768374
BAART Behavioral Health Services, Inc.		475 Union Street Newport, VT 05855-5499	94-2768374
BAART Behavioral Health Services, Inc.		1097 Hospital Drive St. Johnsbury, VT 05819-2056	94-2768374
BAART Behavioral Health Services, Inc.		617 Comstock Road Berlin, VT 05602-8294	94-2768374
BAART Behavioral Health Services, Inc.		908B W. Chandler Blvd. Chandler, AZ 85225-2548	94-2768374
MedMark Services Inc.	MedMark Services Inc. - Ft. Pierce	1901 South 25th Street, Suite 103 Ft. Pierce, FL 34947	59-2212063
MedMark Services Inc.	MedMark Services Inc. - Okeechobee	1201 N. Parrot Avenue Okeechobee, FL 34972	59-2212063
MedMark Services Inc.	MedMark Services Inc. - Vero Beach	3501 SW Willoughby Boulevard Stuart, FL 34997	59-2212063
MedMark Services Inc.	MedMark Services Inc. - Boca Raton	901 Meadows Road Boca Raton, FL 33432	59-2212063
MedMark Services Inc.	MedMark Services Inc. - Stuart	372 17th Street Vero Beach, FL 32960	59-2212063
MedMark Services Inc.	MedMark Services Inc. - Delray	4800 Linton Boulevard Building E-300 Delray Beach, FL 33445	59-2212063
MedMark Treatment Centers of Alabama, Inc	MedMark Treatment Centers Dothan	9283 W. US Highway 84 Newton, AL 36352-8207	47-4426818
MedMark Treatment Centers of Alabama, Inc	MedMark Treatment Centers Oxford	118 E. Choccolocco St Oxford, AL 36203-1222	47-4426818
MedMark Treatment Centers of Georgia, Inc	MedMark Treatment Centers - Blairsville	20 Commerce Drive Blairsville, GA 30512	27-3234645
Augusta Addiction Associates, LLC	MedMark Treatment Centers - Savannah	600 Commercial Court; Suite A Savannah, GA 31406	27-3234645
MedMark Treatment Centers of Georgia, Inc	Georgia Therapy Associates	1301 Wynnton Court Columbus, GA 31906	45-2641098
Glass Health Programs, Inc	MedMark Treatment Centers - Belcamp	1361 Brass Mill Road, Suite A Belcamp, MD 21017	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Timonium	2 West Aylesbury Road Timonium, MD 21093	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Daybreak	2490 Giles Road Baltimore, MD 21225	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Cherry Hill	2490 Giles Road Baltimore, MD 21225	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Essex	8909 Kelso Drive Essex, MD 21221	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Downtown 101	821 North Eutaw Street, Suite 101 Baltimore, MD 21201	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Downtown 201	821 North Eutaw Street, Suite 201 Baltimore, MD 21201	52-2130200
Glass Health Programs, Inc	MedMark Treatment Centers - Mt. Vernon	817 N. Calvert Street Baltimore, MD 21202-3705	52-2130200
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - Ft. Worth	5201 McCart Avenue Fort Worth, TX 76115	27-4250532
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - Waco	2210 Washington Avenue Waco, TX 76701	27-4250532
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - San Antonio	7418 Military Drive West San Antonio, TX 78227	27-4250532
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - El Paso	5004 Alameda Ave El Paso, TX 79905	27-4250532
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - Lufkin	216 N John Redditt Dr Lufkin, TX 75904	27-4250532
MedMark Treatment Centers of Texas, Inc.	MedMark Treatment Centers - Center	1110 Tenaha St Center, TX 75935	27-4250532
VCHPCS VII, LLC	MedMark Treatment Centers - San Antonio Quincy	519 E Quincy St San Antonio, TX 78215	20-4680462
MedMark Treatment Centers of Pennsylvania, Inc.	MedMark Treatment Centers - Greensburg	1037 Compass Circle Greensburg, PA 15601-2786	81-1860333

Name of Legal Entity	D/B/A (if applicable)	Address	EIN
MedMark Treatment Centers of Pennsylvania, Inc.	MedMark Treatment Centers - Blairsville PA	1984 Old US Hwy 22 Blairsville, PA 15717-6120	81-1860333
MedMark Treatment Centers - Stockton, Inc.	MedMark Treatment Centers - Stockton	1105-1107-1111 N. El Dorado Street & 33 E Magnolia St Stockton, CA 95202	20-4938126
MedMark Treatment Centers – Fresno West, Inc.	MedMark Treatment Centers - Fresno West	1310 M Street Fresno, CA 93721	20-8738449
Successful Alternatives for Addiction and Counseling Services, Inc.	MedMark Treatment Centers – Hayward	795 Fletcher Lane Hayward, CA 94544	94-3238155
Successful Alternatives for Addiction and Counseling Services, Inc.	MedMark Treatment Centers – Vallejo	1628 Broadway, Suite A & B Vallejo, CA 94590	94-3238155
MedMark Treatment Centers – Fairfield, Inc.	MedMark Treatment Centers - Fairfield	1143 Missouri Street Fairfield, CA 94533	20-4938072
MedMark Treatment Centers – Sacramento, Inc.	MedMark Treatment Centers - Sacramento	7240 East Southgate Drive, Suites B, E & G Sacramento, CA 95823	20-4938108

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

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

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

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

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

Signature: 

Date: 4/25/2018

Title: CFO



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

Exhibit J
Page 1 of 1

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

OATH OF CONFIDENTIALITY

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

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

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medical Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify DHCS when there is a possible security violation including unauthorized access to PHI by completing a "Privacy Incident Report" at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> and return the completed form to: privacyofficer@dhcs.ca.gov.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name: BABET Behavior Health Services, Inc.

Signature: _____

Date: _____

4/05/2018

3133 N Millbrook, Fresno, California 93703
FAX (559) 600-7673 www.co.fresno.ca.us

The County of Fresno is an Equal Employment Opportunity Employer