

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (“**Agreement**”) is made and entered into on \_\_\_\_\_, 2024, (the “**Effective Date**”), by and between the County of Kings, a political subdivision of the State of California (“**County**”), and the City of Avenal, a California city (“**City of Avenal**”) (singularly a “**Party**,” collectively the “**Parties**”).

**RECITALS**

WHEREAS, the purpose of the Funding American Rescue Plan-Substance Abuse Block Grant (**ARPA-SABG**), Penal Code § 1463.25 (**SB920**) and Health and Safety Code § 11372.7 (**SB921**) Fee Funding is to provide funding, in part, to the County of Kings, Behavioral Health Department, to promote mental health awareness and substance use prevention;

WHEREAS, the County has allocated ARPA-SABG, SB920 and SB921 Fee Funding for the use of Primary Prevention via Pass-Through to the City of Avenal (“**Pass-Through Funds**”);

WHEREAS, the County desires to provide Pass-Through Funds to the City of Avenal for the purchase and operation of two digital signs (“**Program**”), as more fully described herein and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

**1. TYPE OF AWARD**

The Agreement is a sub-award of federal and state funds awarded by the County to the City of Avenal. County will pay the City of Avenal for allowable/eligible costs as provided for in **EXHIBIT A**.

**2. SCOPE OF SERVICES**

A. The City of Avenal will be responsible for services in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. The City of Avenal will perform the services set forth in the Scope of Work as set forth in **EXHIBIT A** and incorporated herein by reference.

B. The City of Avenal shall execute the equipment acquisition under this program in compliance with the ARPA-SABG, SB90, and SB 921 Fee Program requirements. The City of Avenal hereby assures and certifies compliance with all applicable local, State,

and federal statutes, regulations, policies, guidelines, and requirements, including those relevant portions of the Federal Award Conditions, as set forth in **EXHIBIT B**, and incorporated herein by reference.

### **3. FINANCIAL PROVISIONS (COMPENSATION)**

A. County will disburse Pass-Through Funds to the City of Avenal. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), provided that funds are available for this purpose under the funding source and the City of Avenal is in compliance with all terms and conditions of this Agreement.

B. County shall make a one-time lump sum payment to reimburse the City of Avenal following the procurement and expenditure of funds for the equipment acquisition. In accordance with **Section 5** below, the City of Avenal shall keep detailed documentation of its spending of ARPA-SABG, SB920 and SB921 Fee Funds.

C. All funds are paid contingent upon the City of Avenal's continuous compliance with all applicable Uniform Administrative Requirements (see **Section 5(G)** below), program regulations, and the terms of this Agreement.

D. City of Avenal understands and agrees that the availability of ARPA-SABG, SB920 and SB921 Fee funds are subject to the control of the Substance Abuse and Mental Health Service Administration (**SAMHSA**), or other federal and State agencies, and should the ARPA-SABG, SB920 and SB921 Fee funds be encumbered, withdrawn or otherwise made unavailable to County, whether earned by or promised to the City of Avenal, County shall not provide said funds unless and until they are made available for payment to County by SAMHSA and County receives said funds. No other funds owned or controlled by County shall be obligated under this Agreement to the Program. County agrees to notify City of Avenal upon learning that said funds are no longer available to County.

E. The City of Avenal is responsible for any additional funds expended over the amount stipulated in this Agreement and understands that it will not be reimbursed for any funds expended over the budget of this Agreement.

### **4. TERM**

This Agreement shall commence on the Effective Date and shall continue until **June 30, 2024**, unless otherwise terminated sooner in accordance with its terms. Provided that compliance by City of Avenal is completed by **June 30, 2024**, reimbursement of Pass-Through Funds may occur thereafter.

### **5. RECORD AND REPORTING**

A. The City of Avenal shall maintain and furnish to County financial information and reports as required under the Federal Office of Management and Budget (**OMB**) Uniform

Guidance at 2 CFR Part 200.300 or SAMHSA requirements, and any other relevant information or reports necessary to demonstrate compliance and agreement completion, in such forms as County may reasonably prescribe, as applicable.

B. The City of Avenal shall cooperate with and as reasonably requested, assist County in the development and preparation of those portions of required reports, which pertain to the City of Avenal's activities under this Agreement. Such reports shall be prepared according to the timeframes established by the County and shall be reviewed and revised in accordance with the directives of the County. Such reports shall be approved, signed and submitted to the County, or the appropriate authorities, by County.

C. Notwithstanding **Section 3**, in the event that the City of Avenal fails to deliver the required reports at the designated times, or otherwise comply with the terms of this Agreement, the Parties agree that County may terminate this Agreement in accordance with **Section 6** below.

D. The City of Avenal shall maintain full, complete, and accurate fiscal and project books, records, documents, and other evidence with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Adequate supporting documentation shall be maintained in such detail to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. Notwithstanding any other provision in this Agreement, records shall be maintained for five (5) years after submission of the final expenditure report of the funds awarded hereunder, or for such other periods as may be specifically required by the OMB Guidance at 2 CFR Part 200.333 and the ARPA-SABG, SB920 and SB921 Fee requirements, as applicable, except in the following cases:

**i.** If any litigation, claim, or audit is begun before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit finding involving the records have been resolved and final action taken.

**ii.** When the City of Avenal is notified in writing by County to extend the retention period for a specified period.

**iii.** Records for real property and equipment acquired with federal funds must be retained for three years after final disposition.

E. The City of Avenal shall make available to County, the Department of General Services, the Department of Finance, the California State Auditor, or their duly authorized representatives, upon appropriate notice, such records that are pertinent to the award for audit, examination, excerpt, transcript, and copying purposes, for as long as such records are retained. This right also includes timely and reasonable access to the City of Avenal's facility and personnel for the purpose of interview and discussion related to such documents. The City of Avenal shall, upon request, transfer certain portions of such records to the custody of the County.

F. Monitoring, Oversight and Assessment. The City of Avenal shall comply with this Agreement and ARPA-SABG, SB920 and SB921 Fee requirements. If the County identifies any instances of the City of Avenal's non-compliance with the terms of this Agreement, the County shall notify the City of Avenal of such deficiencies and ask for a corrective action plan. The County, in its sole discretion, may offer to provide technical assistance to the City of Avenal in order to correct or eliminate such deficiencies. Additionally, the County shall grant the City of Avenal a reasonable time period to correct or eliminate deficiencies. Thereafter, nothing contained in this section shall limit or alter the rights which the County may have for termination of this Agreement under any other provision of this Agreement, or any other right which County may have for default or breach of contract by the City of Avenal as described in **Section 6**.

G. Audit. In conformance with OMB CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, if the City of Avenal does not expend Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in total federal awards during any fiscal year that coincides with the term of this Agreement it will be exempt from federal audit requirements for the Pass-Through Funds. However, the City of Avenal understands and agrees that it must keep and maintain records for review or audit in accordance with this **Section 5** and make them available for review or audit by appropriate officials of SAMHSA, the County or Government Accountability Office (**GAO**).

## **6. TERMINATION**

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If ARPA-SABG, SB920 and SB921 Fee funds under this Agreement become unavailable, the County may terminate this Agreement effective immediately by issuing written notice thereof.

B. With Cause. County may suspend or terminate this Agreement if the City of Avenal materially breaches its duties or responsibilities hereunder. Upon determining a material breach has occurred, the County shall provide written notice to the City of Avenal of its intention to terminate this Agreement and inform the City of Avenal whether the breach is able to be cured or not.

i) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the County deems the breach of a nature subject to cure, the County shall allow the City of Avenal a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the County may

terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the City of Avenal may submit a written proposal to the County within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the County assents to the proposed plan in writing, the City of Avenal shall immediately commence curing the breach. If the City of Avenal fails to cure the breach within said period, the County may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the City of Avenal additional time to cure.

b. Alternatively, the County may elect to cure the breach and the City of Avenal shall bear all expenses incurred by the County in curing the breach.

C. Effects of Termination. Termination of this Agreement shall not terminate the City of Avenal's obligation or liability to the County for damages sustained by the County because of the City of Avenal's breach, nor the City of Avenal's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities. Further, upon termination of this Agreement, the City of Avenal will return any unused Pass-Through Funds to County. Upon termination, all finished or unfinished documents and reports prepared by the City of Avenal under this Agreement shall, at the option of the County, become County's property.

D. No Waiver of Breach or Default by Forbearance. In no event will County's act of forbearance regarding previous acts by the City of Avenal: i) constitute a breach or default of the County's obligations under this Agreement; ii) waive County's right to assert breach or default; nor iii) impair or prejudice any remedy available to County.

## **7. CONFLICT OF INTEREST**

The City of Avenal warrants that its City Council, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering the services under this Agreement and will not acquire any such financial interest. The City of Avenal shall maintain a written conflict of interest policy that includes provisions to ensure that no employee, director, officer, or agent shall participate in the administration of ARPA-SABG, SB920 and SB921 Fee funds if an actual, apparent or potential conflict of interest would be involved. Such a conflict would arise when, for example, the employee, director, officer, or member of the City of Avenal's City Council uses their position for purposes that are, or give the appearance of being, motivated by the possibility of private gain for their self, or others, such as those with whom they have family, business, or personal ties. The City of Avenal has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

## **8. CLOSEOUT PROCEDURES**

Upon expiration of this Agreement, or earlier termination, the City of Avenal agrees to comply with the following closeout procedures:

- a. City of Avenal shall submit all financial, performance and other reports as required by the terms and conditions of this Agreement. At its sole discretion, County may approve or deny extensions for the submission of required documents when requested by the City of Avenal.
- b. City of Avenal shall liquidate all obligations incurred pursuant to this Agreement.
- c. Notwithstanding the termination of this Agreement, the City of Avenal's obligations to County shall not terminate until all closeout requirements are completed. Further, those provisions listed in Section 25 shall survive the termination of this Agreement.

## **9. SPECIAL TERMS AND CONDITIONS**

The City of Avenal affirms that it is not currently debarred by any federal, State or local entity from applying for or receiving federal, State or local grant funds. Additionally, the City of Avenal affirms that it has not been convicted of any crimes involving theft, fraud or embezzlement of federal, State or local grant funds within the last three (3) years. The City of Avenal will notify County should such debarment or conviction occur during the term of this Agreement.

## **10. CONFIDENTIALITY**

The City of Avenal shall not use any of County's confidential information ("**Confidential Information**") for any purpose other than performing under this Agreement and shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of a third-party's request to disclose Confidential Information, the City of Avenal shall promptly submit said request to County.

## **11. INDEPENDENT CONTRACTOR**

All services performed pursuant to this Agreement by the City of Avenal shall be performed as an independent contractor. Under no circumstances shall the City of Avenal, its officers, employees, or agents, look to County as its employer, or as a partner, agent, or principal. The City of Avenal shall not be entitled to any benefits accorded to the County's employees. The City of Avenal shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder.

## **12. INDEMNIFICATION**

To the furthest extent allowed by law, the City of Avenal shall indemnify, defend, and hold harmless County and each of its Board members, officers, officials, employees, agents and

volunteers from any and all loss, liabilities, damages, costs, and expenses, including attorney's fees, arising or alleged to have arisen directly or indirectly out of the performance of this Agreement. The City of Avenal's obligations under the preceding sentence shall apply regardless of whether County or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or willful misconduct of County or any of its officers, officials, employees, agents or volunteers.

If the City of Avenal should contract or subcontract all or any portion of the work to be performed under this Agreement, the City of Avenal shall require each subrecipient and/or subcontractor to indemnify, hold harmless and defend the County and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph. The obligations of this section shall survive termination of this Agreement.

### **13. INSURANCE**

A. Without limiting the County's right to obtain indemnification from the City of Avenal or any third parties, prior to the commencement of work or execution of this Agreement, the City of Avenal shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement.

B. The City of Avenal shall provide an Endorsed Additional Insured page from the City of Avenal's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. The City of Avenal shall deliver proof of insurance and all endorsements in accordance with **Section 16**, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County. Insurance is to be placed with admitted insurers rated by A.M. Best Co. A:VII or higher, or through the Central San Joaquin Valley Risk Management Authority. The City of Avenal shall cause each of the below insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. Exceptions to the insurance requirements within this Section must be approved in writing by the County's Risk Manager.

D. Commercial General Liability in the amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

E. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damage, or such coverage with a combined single limit of One Million

Dollars (\$1,000,000).

F. Workers Compensation, if and as required according to the California Labor Code.

G. Professional Liability in the amount of One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering the city of Avenal's wrongful acts, errors, and omissions.

**14. AMENDMENTS**

A. This Agreement may be modified only by a written amendment signed by both Parties. Except for the specific provision(s) of this Agreement which thereby may be amended, this Agreement shall continue in full force and effect after such amendment.

B. Notwithstanding Subsection A., County may, in its discretion, amend this Agreement to conform with federal, State or local governmental guidelines, policies and available funding amounts, or for other necessary reasons. If such amendments result in a change in the amount of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will only be incorporated by written amendment signed by both the County and the City of Avenal.

**15. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) calendar days of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**16. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY:**  
Lisa Lewis, PhD., Director  
Kings County Behavioral Health  
**COUNTY OF KINGS**  
1400 West Lacey Blvd, Bldg#13  
Hanford, CA 93230  
[BHAacctg@co.kings.ca.us](mailto:BHAacctg@co.kings.ca.us)

**With A Copy To:**



**CITY:**

City Manager  
**CITY OF AVENAL**  
919 Skyline Boulevard  
Avenal, California 93204

**With A Copy To:**

Moses Diaz, City Attorney  
**PUBLIC INTEREST LAW FIRM**  
**A Professional Corporation**  
2924 West Main Street  
Visalia, California 93291  
559-900-3500  
559-900-3555 – Fax

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent, with read receipt, and provided that a hardcopy is also immediately mailed with first-class postage prepaid; e) first class mail, it is effective as of the fifth (5<sup>th</sup>) day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**17. ASSIGNMENT**

The rights, obligations and responsibilities established herein shall not be assigned, subcontracted, or transferred by either Party without the express written consent of the other Party.

**18. CHOICE OF LAW**

The Parties executed and delivered this Agreement in Kings County, in the State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. The City of Avenal waives any rights it may possess under Code of Civil Procedure § 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

**19. SEVERABILITY**

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

**20. SURVIVAL**

The following sections of this Agreement shall survive its termination: **Section 5** Records and Reporting, **Section 10** Confidentiality, **Section 12** Indemnification, and **Section 13** Insurance.

**21. NO THRID-PARTY BENEFICIARY**

Unless otherwise specifically stated in this Agreement, the County and the City of Avenal are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to any third party(ies), directly, indirectly, or otherwise. The City of Avenal shall include this paragraph in all contracts/subcontracts.

## **22. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire Agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or the City of Avenal, other than those contained in this Agreement.

Each Party had the opportunity to review this Agreement, consult with legal counsel, and negotiate terms. The Parties waive the rule under Civil Code § 1654, that ambiguities in a contract should be construed against the drafter. Civil Code § 1654 has no application to the construction of the Agreement.

## **23. ELECTRONIC SIGNATURES; COUNTERPARTS**

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

## **24. AUTHORITY**

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

**REMAINDER OF PAGE INTENTIONALLY BLANK**


**SIGNATURES ARE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

CITY OF AVENAL

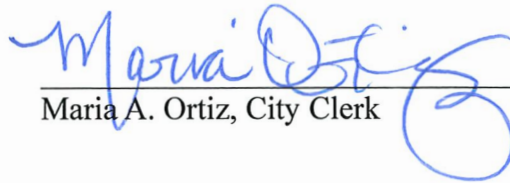
By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By:   
Alvaro Preciado, Mayor, City of Avenal

ATTEST

ATTEST:

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

  
Maria A. Ortiz, City Clerk

RISK MANAGEMENT APPROVED AS TO INSURANCE

By: *Sarah Poots*  
813BB3CAD3655817F55583489257E37C readysign **05/08/2024**  
Sarah Poots, Risk Manager

APPROVED AS TO FORM

APPROVAL AS TO FORM:

*Zachary Adams*  
1F53C3B3637BD6989DD5F11B66AE8E36 readysign  
Zachary S. Adams, Deputy County Counsel  
**05/08/2024**

 4/25/2024  
Moses Diaz, City Attorney

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Federal Award Conditions
- Exhibit C:** Compliance Criteria SUD
- Exhibit D:** HIPPA
- Exhibit E:** Assurances and Certifications

## EXHIBIT A: Scope of Work

### 1. Purpose

The County of Kings, hereafter identified as the “**County**”, receives Substance Abuse Prevention and Treatment Block Grant (**SABG**) funding to ensure availability of alcohol and other drug (**AOD**) prevention, treatment, and recovery support services as a response to the growing need for substance use disorder (**SUD**) prevention and treatment services. According to the Substance Abuse and Mental Health Services Administration (**SAMHSA**) 2019 National Survey on Drug Use and Health, it was determined that among people aged 12 or older, 60.1 percent had used a substance in the past month.

On January 27, 2020, the Secretary of Health and Human Services determined that a public health emergency existed due to the confirmed cases of Novel Coronavirus (**COVID-19**). The COVID-19 pandemic has had a significant impact on people with substance use disorders. Provisional data from Centers for Disease Control and Prevention (**CDC**) shows that there was an 18 percent increase in death from drug overdose and a 34.8 percent increase in overdose mortality from stimulants since the onset of COVID-19. Additionally, it was determined that the necessary recommendations to reduce the spread of COVID-19, such as social distancing, has resulted in increased reports of isolation and loneliness which can lead to increased stress, anxiety, drinking of alcohol, misuse of substances, and increases in opioid overdose mortality.

The 2020 Kings County SUD primary prevention survey indicated that Methamphetamine is the most frequently treated primary substance in the County at 42%; Cannabis is the second treated substance at almost 40%; Alcohol is the third most treated substance at about 10%; further 90% of youth in treatment have a cannabis use disorder and almost 10% of youth have an alcohol use disorder, while adults make up 70% of individuals receiving SUD Treatment in the county the highest group are adults aged 25-35 with 44%.

This need for outreach and messaging allowed Primary Prevention Set-Aside funded expenditures to be directed at individuals who have not been determined to require treatment for a SUD rather are those who are experiencing the increased stressors brought on from the recent pandemic, especially those residing in more rural and geographically isolated areas.

SABG Primary Prevention does not include the following services: SUD treatment, recovery, relapse prevention, early intervention, secondary/tertiary prevention, mental health, primary care, or tobacco cessation. Thus, ARPA SABG primary prevention funds may NOT be used for enforcement of alcohol, tobacco, or drug laws. It may be used to provide technical assistance and education to maximize enforcement, including education through outreach and messaging.

The purchase and use of digital signage shall target those in these more rural areas,

following the Primary prevention strategy of **Information Dissemination** which provides awareness and knowledge of the nature and extent of alcohol, tobacco and drug use, abuse and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.

2. Objective

A. The City of Avenal shall purchase digital signage that will provide access to and messaging of SUD prevention services. Digital sign use and purchase by the City of Avenal shall be targeted to provide outreach and messaging to the residents of the City of Avenal via information dissemination definition above in “purpose” that will meet at least one of the following four primary prevention goals though audio and/or visual outlets:

- i. Strengthen and promote mental health wellness and resilience by addressing underlying risks factors associated with trauma and depression;
- ii. Reduce alcohol, cannabis, and/or opioid substance use by youth and young adults up to age 25 through implementation of evidence based, innovative, or community defined practices;
- iii. Ensure recruitment and retention of a highly skilled, well-trained, culturally responsive, dedicated prevention workforce;
- iv. Utilize a “health in all policies approach” to address Social Determinants of Health (**SDOH**) that are disproportionately impacting certain populations and communities.

B. City of Avenal shall identify and secure a location to install equipment, and shall be responsible for the selection, procurement, and installation of the digital signs.

C. City of Avenal shall maintain and make all necessary repairs of the signs and any supporting infrastructure to include digital information for display, in a timely and appropriate manner to insure safe, visible, and working conditions of the digital signs.

D. City of Avenal is responsible for all purchasing, installation, and maintenance and repair needs to keep the signs operational such as, but not limited to, electrical requirements, installation permits, and location approvals.

E. County agrees that the City of Avenal can move the signage to any location(s) as the city and community need warrants, so long as the sign messaging remain visible and available to the public, and that the County continues to have the ability to send messages to the City of Avenal for display on the digital signage.

F. City of Avenal will be responsible for the initial and ongoing production and display of messaging, and the review, oversight of, and approval of messaging

content, imagery, and appropriateness.

3. Milestones

A. The City of Avenal shall develop a plan of action that will meet the above-mentioned objectives and identify placement location(s) of the signage, notifying, in writing, the Kings County Behavioral Health Director or designee of its action plan and location decision by **March 31, 2024**.

B. City of Avenal shall have at a minimum three competitive bids or proposals for procuring equipment by **March 31, 2024**, and proceed with purchasing with best offer. Sole-source and other usual exemptions shall be available, if applicable.

C. City of Avenal must procure and have in its possession all equipment, and invoice County by **June 30, 2024**.

4. Deliverables

A. Digital sign messages should be delivered in the County's threshold languages of English and Spanish and adhere to cultural competency standards and general compliance terms found within **EXHIBIT C** of this agreement.

B. Messages should be displayed daily, 24-hours a day, 7 days a week unless other arrangements are needed such as black-out period for light pollution per the city or community need for which the City of Avenal shall notify the Kings County Behavioral Health Director or designee of arrangement and necessity.

C. The City of Avenal will report the following data and information monthly to Kings County Behavioral Health Substance Use Disorder System of Care via [SudAuthorization@co.kings.ca.us](mailto:SudAuthorization@co.kings.ca.us) limited to the life of the digital sign. The Kings County Behavioral Health Director or designee may add to or alter data and information required from the City of Avenal for collection and reporting, as needed, beyond that listed below.

- i. The messages displayed for the month;
- ii. The targeted audience intended for each message (e.g. age groups, students, families, etc.);
- iii. Primary prevention goal addressed by each of the messages; and
- iv. The number of message displays for the month.

D. Monthly data report is due on the 5<sup>th</sup> of each month, following the closing month.

E. The City of Avenal will notify in writing to the Kings County Behavioral Health Director or designee and the Substance Use Disorder System of Care email noted above when the end of life for the equipment occurs for disposal instructions.

5. Outcomes

A. City of Avenal shall display minimum of five (5) substance use disorder

prevention messages, generated by or reviewed and approved by Kings County Behavioral Health, per year for the non-fully depreciated life of the digital sign for universal information dissemination that will prevent the use and misuse of substances and the development of substance use disorders, in alignment with at least one of the four previously listed primary prevention goals;

B. Purchase, install, and operationalize, within the city limits of the City of Avenal, at least one (1) digital sign to be made visible to the public for displaying SUD prevention messages and other messaging to support and promote community wellbeing and resilience;

C. 25% of messages shall target youth ages 7-17 years of age;

D. 25% of messages shall target parents;

E. 50% of messages shall target adults ages 18+;

ARPA SABG Funds used to procure equipment will be subject to all applicable requirements that govern federal monies associated with SABG set forth in United States Code (USC) Title 42 Part B, and the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, as codified by the U.S Department of Health and Human Services in 45 CFR Part 75. The City of Avenal agrees to the terms and conditions of this in its fulfillment of the scope.

**EXHIBIT B: Federal Award Conditions**  
**Reporting and Fiscal Requirements for ARPA-SABG Funds**

The City of Avenal receiving ARPA-SABG funding is obligated to adhere to the fiscal requirements outlined in the Financial Provisions (COMPENSATION) section in the contract.

1. Payments:

The City of Avenal shall receive payment for services in accordance with terms detailed in **Section 3** of Compensation.

2. Audits:

The City of Avenal shall comply with County, State or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. The City of Avenal and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from the City of Avenal for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code § 5778(b)(4).

- The City of Avenal will be subject to completing a pre-award risk assessment.
- In accordance with the Substance Abuse Prevention & Treatment Block Grant (**SABG**) agreement with the Department of Health Care Services (**DHCS**) the County of Kings Substance Use Disorder-System of Care (**SUD-SOC**) is responsible for ensuring subcontracted programs and services funded through SABG are monitored for programmatic and fiscal requirements to ensure appropriate quality standards, compliance with block grant laws, regulations, and other program specifications identified in the State-County SABG agreement.

3. Records to be Maintained:

The City of Avenal shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. All such records kept by the City of Avenal shall be made available to County or its authorized representative, or officials of the County, State or Federal agencies for review or audit during normal business hours. All supporting records shall be maintained for ten (10) years or until all Audits and Appeals are completed, whichever is later.

- Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by the County pursuant to California Health and Safety Code (HSC) § 11817.8(e).



## EXHIBIT C

### COMPLIANCE CRITERIA

#### SECTION 1. SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (**SABG**) AND DEPARTMENT OF HEALTH CARE SERVICES DRUG MEDI-CAL (**DMC**) CONTRACT REQUIREMENTS

##### **GENERAL**

###### 1. Additional Contract Restrictions

This Agreement (“**Contract**”) is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

###### 2. Hatch Act

The City of Avenal agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

###### 3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The City of Avenal agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, 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 (HSC, Division 10.7, Chapter 1429, §§ 11999-11999.3). By signing this Enclosure, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

###### 4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

###### 5. Debarment and Suspension.

The City of Avenal shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (**SAM**), in accordance

with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “**Debarment and Suspension.**” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The City of Avenal shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If the City of Avenal subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code § 11817.8(h).

#### 6. Restriction on Distribution of Sterile Needles.

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

#### 7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, the City of Avenal shall perform the work in compliance with all applicable provisions of HIPAA. As identified in **EXHIBIT D**, DHCS and Contractor shall cooperate to assure mutual agreement as to those transactions between them to which this provision applies.

Refer to **EXHIBIT D** for additional information.

##### A. Trading Partner Requirements

1. No Changes. The City of Avenal hereby agrees that for the personal health information (**Information**), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (**HHS**) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. The City of Avenal hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. The City of Avenal hereby agrees that for the Information, it will not use any code or data elements that either are marked “**not used**” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. The City of Avenal hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

#### B. Concurrence for Test Modifications to HHS Transaction Standards

The City of Avenal agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the City of Avenal agrees that it will participate in such test modifications.

#### C. Adequate Testing

The City of Avenal is responsible for adequately test all business rules appropriate to their types and specialties. If the City of Avenal is acting as a clearinghouse for enrolled providers, City of Avenal has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### D. Deficiencies

The City of Avenal agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the City of Avenal is acting as a clearinghouse for that provider. When the City of Avenal is a clearinghouse, City of Avenal agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### E. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

#### F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means

provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### 8. Nondiscrimination and Institutional Safeguards for Religious Providers

The City of Avenal shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

#### 9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8. (Document 3H).

#### 10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://thinkculturalhealth.hhs.gov/clas>

#### 11. Intravenous Drug Use (IVDU) Treatment

The City of Avenal shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

#### 12. Tuberculosis Treatment

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

### 13. Trafficking Victims Protection Act of 2000

The City of Avenal and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

### 14. Tribal Communities and Organizations

The City of Avenal shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the City of Avenal's geographic area. The City of Avenal shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the City of Avenal.

### 15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

### 16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the City of Avenal in meetings of the Contractor Behavioral Health Director's Association of California for the purposes of representing the County in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the

Contractor Behavioral Health Director's Association of California.

#### 17. Adolescent Best Practices Guidelines

The City of Avenal must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

#### 18. Adolescent Substance Use Disorder Best Practices Guidelines

The City of Avenal will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this EXHIBIT. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

#### 19. Perinatal Practice Guidelines

The City of Avenal will follow the guidelines in Document 1G, "**Perinatal Practice Guidelines**," in developing and implementing perinatal treatment and recovery programs funded under this EXHIBIT, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

#### 20. Byrd Anti-Lobbying Amendment (31 USC § 1352)

The City of Avenal certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The City of Avenal shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### 21. Nondiscrimination in Employment and Services

By signing this Contract, the City of Avenal certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the City of Avenal will not unlawfully discriminate against any person.

#### 22. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, § 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC §§ 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC §§ 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

### 23. State Law Requirements:

A. Fair Employment and Housing Act (Government Code §§ 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No State, federal, or County Realignment funds shall be used by the City of Avenal or its subcontractors for sectarian worship, instruction, or proselytization. No federal or State funds shall be used by the City of Avenal or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

F. Welfare & Institution Code §§ 14184.402, 14184.403 and 14059.5.

#### 24. Information Access for Individuals with Limited English Proficiency

A. The City of Avenal shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code §§ 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. The City of Avenal shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

- a. Materials explaining services available to the public,
- b. Language assistance,
- c. Language interpreter and translation services, or
- d. Video remote language interpreting services.

#### 25. Noncompliance with Reporting Requirements

The City of Avenal agrees that DHCS has the right to withhold payments until the City of Avenal has submitted any required data and reports to DHCS, as identified in **EXHIBIT A**, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

#### 26. Additional Contract Restrictions

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or State governments that affect the provisions, terms, or funding of this



Contract in any manner.

27. Language and Formatting laws and regulations, Nondiscrimination Requirements, and Information Access for Individuals with Limited English Proficiency and/or Disabilities

The City of Avenal shall comply with all applicable State and federal requirements regarding nondiscrimination, language assistance, information access related to Medi-Cal beneficiaries including but not to Dymally-Alatorre Bilingual Services Act, Section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, WIC Section 14029.91 and Gov. Code 11135, Title 42 Code of Federal Regulations parts 438.10(a), 438.10(d), 438.408(d), 438.408(e), 438.404(a); Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973; BHIN 18-010E; BHIN 22-070.

28. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

## EXHIBIT C (cont.)

### **SECTION 2. ADDITIONAL DEPARTMENT OF HEALTH CARE SERVICES CONTRACT REQUIREMENTS FOR (SABG) AND DRUG MEDI-CAL (DMC)**

The City of Avenal must be compliant with the following SABG and DMC laws, regulations, and guidelines in addition to all Behavioral Health Bulletins, Information Notices, and Letters received by DHCS that notify the County and contractors of changes in policies or procedures at the Federal or State levels found at:

[https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral\\_Health\\_Information\\_Notice.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx)

Additionally, must also be compliant with documents that may be incorporated by reference into this Contract. Aforementioned documents may not be physically attached to the Contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>

1. Exhibit C - General Terms and Conditions
2. Exhibit E - Privacy and Information Security Provisions
3. Enclosure 2 - Program Specifications
4. Enclosure 3 - Budget Detail and Payment Provisions
5. Enclosure 5 - Special Terms and Conditions
6. Enclosure 5, Attachment I – Certification Regarding Lobbying
7. Enclosure 5, Attachment II – Certification Regarding Lobbying
8. Document 1A: Title 45, Code of Federal Regulations (CFR) 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
9. Document 1B: Title 42, CFR Charitable Choice Regulations
10. Document 1C: Driving-Under-the-Influence Program Requirements
11. Document 1F(a): County Reporting Requirement Matrix
12. Document 1G: Perinatal Practice Guidelines FY 2018-19 (and/or latest version)
13. Document 1K: Drug and Alcohol Treatment Access Report & Drug and Alcohol Treatment Access Report (DATAR) User Manual
14. Document 1P: Alcohol and/or Other Drug Program Certification Standards
15. Document 1V: Adolescent Substance Use Disorder Best Practices Guide
16. Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
17. Document 2C: Title 22, California Code of Regulations
18. Document 2F(a): Minimum Quality Drug Treatment Standards for DMC
19. Document 2F(b): Minimum Quality Drug Treatment Standards for SABG
20. Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement

21. Document 2G: Drug Medi-Cal Billing Manual
22. Document 2K: Multiple Billing Override Certification (MC 6700) Document 2L(a): Good Cause Certification (6065A)
23. Document 2L(b): Good Cause Certification (6065B)
24. Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement  
Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook
25. Document 3G: California Code of Regulations (CCR) Title 9, Division 4, Chapter 4: Narcotic Treatment Programs
26. Document 3H: CCR Title 9, Division 4, Chapter 8: Certification of Alcohol and Other Drug Counselors
27. Document 3J: CalOMS Treatment Data Collection Guide
28. Document 3S: CalOMS Treatment Data Compliance Standards
29. Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
30. Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
31. Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
32. Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
33. Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
34. Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
35. Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
36. Document 5A: Confidentiality Agreement

## EXHIBIT C (cont.)

A signature below is an assurance that all requirements listed above have been met.

| <b>AUTHORIZED SIGNATURE</b><br>(This document must be signed by the person who is authorized to sign the Grant Agreement.)  |       |       |           |
|---|-------|-------|-----------|
| NAME OF AUTHORIZED OFFICER  | TITLE |       | TELEPHONE |
| STREET ADDRESS  | CITY  | STATE | ZIP CODE  |
| EMAIL ADDRESS   |       |       |           |
| SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.<br>The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.) |       |       | DATE      |
| X   |       |       |           |

## EXHIBIT D

### County of Kings HIPAA Business Associate Agreement

#### I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the "**Health Insurance Portability Act regulations**").

B. The County of Kings ("**County**") wishes to, or may, disclose to City of Avenal ("**Business Associate**") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("**PHI**") pursuant to HIPAA regulations.

C. "**Protected Health Information**" or "**PHI**" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "**Security Incident**" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, City of Avenal as the Business Associate of County provides services, arranges, performs, or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used, or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this EXHIBIT is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this EXHIBIT, but not otherwise defined, shall have the same

meaning as those terms are defined in the HIPAA regulations.

**In exchanging information pursuant to this Agreement, the parties agree as follows:**

**II. Permitted Uses and Disclosures of PHI by Business Associate.**

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this EXHIBIT, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this EXHIBIT, Business Associate may:

1) *Use and Disclose for Management and Administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) *Type of Services to be Provided by the Business Associate.* BAA will promote mental health awareness and substance use prevention. Said services are set forth in the Scope of Work, attached to the Agreement as **EXHIBIT A.**

**III. Responsibilities of Business Associate**

Business Associate agrees:

A. *Nondisclosure.* Not to use or disclose Protected Health Information (**PHI**) other than as permitted or required by this Agreement or as required by law.

B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses, or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. *Security.* The Business Associate shall take any and all steps necessary to ensure

the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the **Business Associate Data Security Standards** set forth in Attachment 1 to this EXHIBIT;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery,*** to notify the County:

- i. What data elements were involved, and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code §§ 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner, and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the

Agreement to which it is incorporated.

County of Kings Administration  
Attn: - HIPAA Compliance officer 1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2377

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this EXHIBIT by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this EXHIBIT, including by termination of employment. In complying with the provisions of this **Section D**, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

#### IV. **Obligation of County**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.



## V. Audits, Inspection and Enforcement

From time to time, County may inspect the facilities, systems, books, and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this EXHIBIT, nor does County's:

- A. Failure to detect; or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this **EXHIBIT C**.

## VI. Termination

A. **Termination for Cause.** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;
- 2) Immediately terminate this Agreement if Business Associate has breached a material term of this EXHIBIT and cure is not possible; or
- 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. **Judicial or Administrative Proceedings.** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this EXHIBIT to such information, and shall limit further use of such PHI to those purposes that make the

return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## VII. Miscellaneous Provisions

A. **Disclaimer.** County makes no warranty or representation that compliance by Business Associate with this EXHIBIT, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. **Amendment.** The parties acknowledge that federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this EXHIBIT may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this EXHIBIT embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this EXHIBIT when requested by County pursuant to this Section; or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this EXHIBIT is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this EXHIBIT shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this EXHIBIT shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this EXHIBIT to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of a Business Associate under Section VII.C of this EXHIBIT shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**EXHIBIT D-Attachment 1**  
**Business Associate Data Security Standards**

**I. General Security Controls.**

**A. Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

**B. Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**C. Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

**D. Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

**E. Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exploited.

**F. Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher.

**G. Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

**H. Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if

necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

**I. User IDs and Password Controls.** All users must be issued a unique username for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords

are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

**J. Data Sanitization.** All County PHI must be sanitized using NIST Special Publication 800- 88 standard methods for data sanitization when the County PSCI is no longer needed.

## **II. System Security Controls.**

**A. System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

**B. Warning Banners.** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. Users must be directed to log off the system if they do not agree with these requirements.

**C. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

**D. Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

**E. Transmission Encryption.** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be

end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

**F. Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### **III. Audit Controls.**

**A. System Security Review.** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

**B. Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

**C. Change Control.** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

### **IV. Business Continuity / Disaster Recovery Controls.**

**A. Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

**B. Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

### **V. Paper Document Controls.**

**A. Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

**B. Escorting Visitors.** Visitors to areas where County PHI is contained shall be

escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

**C. Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

**D. Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

**E. Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

**F. Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

**EXHIBIT E**  
**ASSURANCES AND CERTIFICATIONS**

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code §§ 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Sections 10800, *et seq.* of the California Code of Regulations.

2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.

3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing-impaired individual.

4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.*, oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, *etc.*

5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members of the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

B. Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Sections 11135, *et seq.* of the California Government Code, or



Title 9, Sections 10800, et seq. of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").

3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.

4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.

5. Maintenance of records regarding:

- (a) The number of complaints filed;
- (b) The nature of the complaint;
- (c) The validity of the complaint; and
- (d) The corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "**Privacy Rule**" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

#### Drug-Free Workplace under Government Code § 8355

C. Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person or organization's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs;
  - (d) The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code §§ 8350 et seq)

KINGS COUNTY  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET APPROPRIATION AND TRANSFER FORM

|                  |    |
|------------------|----|
| Auditor Use Only |    |
| Date             |    |
| J/E No.          |    |
| Page             | of |

**(A) New Appropriation**

| Expenditures: |                   |                         |          |           |             |                      |
|---------------|-------------------|-------------------------|----------|-----------|-------------|----------------------|
| FUND NAME     | DEPT. NAME        | ACCOUNT NAME            | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General Fund  | Behavioral Health | PROF & SPECIAL SERVICES | 100000   | 422100    | 92037       | 100,000              |
|               |                   |                         |          |           |             |                      |
|               |                   |                         |          |           |             |                      |
| TOTAL         |                   |                         |          |           |             |                      |

| Funding Sources: |                   |                  |          |           |             |                      |
|------------------|-------------------|------------------|----------|-----------|-------------|----------------------|
| FUND NAME        | DEPT. NAME        | ACCOUNT NAME     | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General Fund     | Behavioral Health | ST AID – SAPTBG  | 100000   | 422100    | 85029       | 43,473.84            |
| General Fund     | Behavioral Health | ST AID – STATHAM | 100000   | 422100    | 85115       | 56,526.16            |
|                  |                   |                  |          |           |             |                      |
| TOTAL            |                   |                  |          |           |             | 100,000              |

**(B) Budget Transfer:**

| Transfer From: |            |              |          |           |             |                              |
|----------------|------------|--------------|----------|-----------|-------------|------------------------------|
| FUND NAME      | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | Amount to be Transferred Out |
|                |            |              |          |           |             |                              |
|                |            |              |          |           |             |                              |
| TOTAL          |            |              |          |           |             |                              |

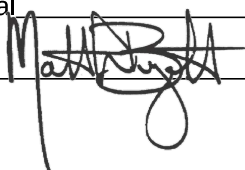
  

| Transfer To: |            |              |          |           |             |                       |
|--------------|------------|--------------|----------|-----------|-------------|-----------------------|
| FUND NAME    | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | Amount Transferred In |
|              |            |              |          |           |             |                       |
|              |            |              |          |           |             |                       |
| TOTAL        |            |              |          |           |             |                       |

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

*Lisa D. Lewis, PhD*

Dept. of Finance Approval \_\_\_\_\_ Department Head AC57F4CA2178C5F8AC4EAFD96F30D94D readysign

Administration Approval  Board Approval \_\_\_\_\_

BOS meeting date: 06/04/2024