

MASTER SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor listed in Exhibit A “List of Contractors” attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as “Contractor(s)”, and the County of Fresno, a political subdivision of the State of California (“County”). Such additional Contractor(s) as may, from time to time during the term of this Agreement, be added by County. Reference in this Agreement to party or “parties” shall be understood to refer to County and each individual Contractor, unless otherwise specified.

Recitals

A. County, through its Department of Behavioral Health (DBH), is in need of qualified agencies to provide recruiting services for temporary staffing of Licensed Marriage & Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), Licensed Professional Clinical Counselors (LPCC), Licensed Vocational Nurses (LVN), Registered Nurses (RN), as well as various other support positions referenced in Exhibit B, “Scope of Services”; and

B. Contractor(s) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

C. County entered into Agreement No. 18-666 with Contractor(s) on November 1, 2018 and Amendment I on February 4, 2020, collectively Agreement No. 18-666.

D. This Agreement shall replace, restate, and supersede Agreement No. 18-666 in its entirety.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** Contractor(s) shall perform all of the services provided in Exhibit B to this Agreement.

1.2 **Representation.** Contractor(s) represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1 1.3 **Compliance with Laws.** Contractor(s) shall, at its own cost, comply with all
2 applicable federal, state, and local laws and regulations in the performance of its obligations
3 under this Agreement, including but not limited to workers compensation, labor, and
4 confidentiality laws and regulations.

5 1.4 **Licenses/Certifications.** Contractor(s) warrant that it possesses all licenses and
6 certificates required by local, State of California and/or Federal laws and regulations for the
7 conduct of its business and shall operate its business in accordance with all applicable laws and
8 regulations. Contractor(s) further warrants that all of its personnel performing services under this
9 Agreement shall be licensed and certified where required, to lawfully perform their duties and
10 shall maintain such licensure and certifications throughout the term of this Agreement.
11 Contractor(s) shall maintain copies of all licenses and certifications noted above and shall allow
12 County to review these documents upon request. Contractor(s) shall provide qualified
13 individuals that reside in Fresno County to provide services.

14 1.5 **Meetings.** Contractor(s) shall participate in monthly, or as needed, workgroup
15 meetings consisting of staff from County's DBH, to discuss data reporting, outcomes, training,
16 policies and procedures, overall program operations, and any problems or foreseeable
17 problems that may arise.

18 1.6 **Reports.** Contractor(s) shall submit the following reports:

19 (A) Outcome Reports

20 Contractor(s) shall submit to County's DBH clinical program performance outcome
21 reports, as requested. Outcome reports and outcome requirements are subject to
22 change at County DBH's discretion. Contractor(s) shall provide outcomes as stated in
23 Exhibit B.

24 (B) Monthly Staffing Report

25 Contractor(s) shall submit a monthly staffing report to County by the 5th of the month
26 on a template provided by County that includes, but is not limited to, all direct service
27 and support staff, applicable licensure/certifications, and full-time hours worked to be
28

1 used as a tracking tool to determine if Contractor(s) program is staffed according to
2 services provided under this Agreement.

3 (C) Additional Reports

4 Contractor(s) shall furnish to County such statements, records, reports, data, and
5 other information as County's DBH may request pertaining to matters covered by this
6 Agreement. In the event that Contractor(s) fails to provide such reports or other
7 information required hereunder, it shall be deemed sufficient cause for County to
8 withhold monthly payments until there is compliance. In addition, Contractor(s) shall
9 provide written notification and explanation to County within five (5) days of any funds
10 received from another source to conduct the same services covered by this Agreement.

11 1.7 **Guiding Principles.** Contractor(s) shall align programs, services, and practices with
12 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "Fresno
13 County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto
14 and by this reference incorporated herein and made part of this Agreement.

15 1.8 **Credentialing and Recredentialing.** Contractor(s) and their respective staff must
16 follow the uniform process for credentialing and recredentialing of direct service staff
17 established by County, including disciplinary actions such as reducing, suspending, or
18 terminating direct service staff's privileges. Failure to comply with specified requirements can
19 result in suspension or termination of a direct service staff.

20 Upon request, Contractor(s) must demonstrate to the County that each of its direct
21 service staff are qualified in accordance with current legal, professional, and technical
22 standards, and that they are appropriately licensed, registered, waived, and/or certified.

23 Contractor(s) must not submit applications for any staff that are debarred, suspended
24 or otherwise excluded (individually, and collectively referred to as "Excluded") from participation
25 in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set
26 forth in 42 C.F.R. §438.610. See Article 9 below.

27 Contractor(s) is required to verify and document at a minimum every three years that
28 each direct service staff that delivers covered services continues to possess valid credentials,

1 including verification of each of the credentialing requirements as per the County’s uniform
2 process for credentialing and recredentialing. If any of the requirements are not up-to-date,
3 updated information should be obtained from network providers to complete the re-credentialing
4 process.

5 **Article 2**

6 **Compensation, Invoices, and Payments**

7 2.1 The County agrees to pay, and Contractor(s) agrees to receive, compensation for
8 the successful placement of staff under this Agreement as described in this section in
9 accordance with the compensation rates set forth in Exhibit D-1, *et. seq.* “Service Rates and
10 Compensation” and in accordance with compensation rates identified by each Contractor(s)
11 within their respective “Services and Compensation”, as set forth herein as Exhibit D-1 *et. seq.*

12 2.2 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
13 limitations, and/or conditions imposed by County or state or federal funding sources that may in
14 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
15 contingent upon sufficient funds being made available by County, state, or federal funding
16 sources for the term of the Agreement.

17 Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year
18 begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not
19 roll over and is not available for services provided in subsequent years.

20 2.3 **Maximum Compensation.** The maximum compensation to be paid by County to
21 Contractor(s) under this Agreement is Twelve Million Five Hundred Thousand and No/100
22 Dollars (\$12,500,000.00).

23 The maximum compensation to be paid for the period July 1, 2023 through June 30,
24 2024 shall not exceed Five Million and No/100 Dollars (\$5,000,000.00).

25 The maximum compensation to be paid for the period July 1, 2024 through June 30,
26 2025 shall not exceed Seven Million Five Hundred Thousand and No/100 Dollars
27 (\$7,500,000.00).

1 It is acknowledged by all parties hereto that the rate(s) specified in Exhibit D-1 *et.*
2 *seq.* "Service Rates and Compensation" may change during the term of this Agreement and
3 such rate changes must be approved by County upon receipt of a written application for such a
4 rate increase. Any such rate increase shall become part of this Agreement. It is also
5 acknowledged that as additional Contractors are added to this Agreement, Exhibit D-1 *et. seq.*
6 shall be updated to include specific "Service Rates and Compensation" which includes services
7 are rates for each Contractor and shall be effective upon approval and execution by County.

8 By April 1st of each term of this Agreement, Contractor(s) may provide County's DBH
9 a new "Service Rates and Compensation" with updated rates of services for the following twelve
10 (12) month term of the Agreement (beginning with the new fiscal year). Said updated "Services
11 and Compensation" shall be reviewed for approval by County's DBH Director, or designee, and
12 executed by County.

13 Contractor(s) acknowledges that the County is a local government entity and does so
14 with notice that the County's powers are limited by the California Constitution and by State law,
15 and with notice that Contractor(s) may receive compensation under this Agreement only for
16 services performed according to the terms of this Agreement and while this Agreement is in
17 effect, and subject to the maximum amount payable under this section. Contractor(s) further
18 acknowledges that County employees have no authority to pay Contractor(s) except as
19 expressly provided in this Agreement.

20 2.4 **Invoices.** Contractor(s) shall submit monthly invoices electronically to: 1)
21 dbhinvoicereview@fresnocountyca.gov; 2) DBH-invoices@fresnocountyca.gov; 3)
22 dbhcontractedservicesdivision@fresnocountyca.gov; and 4)
23 dbhtempstaffing@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst.
24 Contractor(s) shall submit a monthly invoice by the tenth (10th) day of each month for actual
25 expenses incurred during the prior month. Contractor(s) shall invoice County for services
26 monthly, in arrears, in the format directed by County.

27 At the discretion of County's DBH Director, or designee, if an invoice is incorrect or is
28 otherwise not in proper form or substance, County's DBH Director, or designee, shall have the

1 right to withhold payment as to only that portion of the invoice that is incorrect or improper after
2 five (5) days prior notice to Contractor(s). Contractor(s) agree to continue to provide services for
3 a period of ninety (90) days after notification of an incorrect or improper invoice. If after the
4 ninety (90) day period, the invoice(s) is still not corrected to County DBH's satisfaction, County's
5 DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination
6 provisions stated in Article 5 of this Agreement. In addition, for invoices received ninety (90)
7 days after the expiration of each term of this Agreement or termination of this Agreement, at the
8 discretion of County's DBH Director, or designee, County's DBH shall have the right to deny
9 payment of any additional invoices received.

10 Contractor(s) shall submit monthly invoices and supporting documentation that
11 itemize the line item charges for monthly service costs per applicable compensation rates as
12 identified in Exhibit D-1 *et. seq.* Invoices and supporting documentation will serve as tracking
13 tools to determine in Contractor(s)' service costs are in accordance with its negotiated rates, as
14 set forth in Exhibit D-1 *et. seq.*

15 Contractor(s) must maintain financial records for a period of ten (10) years or until
16 any dispute, audit or inspection is resolved, whichever is later. Contractor(s) will be responsible
17 for any disallowances related to inadequate documentation.

18 All final invoices shall be submitted by Contractor(s) within sixty (60) days following
19 the final month of service for which payment is claimed. No action shall be taken by County on
20 invoices submitted beyond the sixty (60) day closeout period. Any compensation which is not
21 expended by Contractor(s) pursuant to the terms and conditions of this Agreement shall
22 automatically revert to County.

23 **2.5 Payment.** The County shall pay each correctly completed and timely submitted
24 invoice within forty-five (45) days after receipt. The County shall remit any payment to the
25 Contractor(s)'s address specified in the invoice.

26 (A) Payments shall be made by County to Contractor(s) in arrears, for services
27 provided during the preceding month, within forty-five (45) days after the date of receipt
28 and approval by County of the monthly invoicing as described in this Article. Payments

1 shall be made after receipt and verification of hours worked by each staff person and
2 shall be submitted to the County in one consolidated invoice on a monthly basis by the
3 tenth (10th) of the month following the month of said expenditures.

4 (B) County shall not be obligated to make any payments under this Agreement if the
5 request for payment is received by County more than sixty (60) days after this
6 Agreement as terminated or expired.

7 (C) The services provided by Contractor(s) under this Agreement are funded in
8 whole or in part by the State of California. In the event that funding for these services is
9 delayed by the State Controller, County may defer payments to Contractor(s). The
10 amount of the deferred payment shall not exceed the amount of funding delayed by the
11 State Controller to the County. The period of time of the deferral by County shall not
12 exceed the period of time of the State Controller's delay of payment to County plus forty-
13 five (45) days.

14 2.6 **Incidental Expenses.** Contractor(s) is solely responsible for all of its costs and
15 expenses that are not specified as payable by the County under this Agreement.

16 2.7 **Additional Financial Requirements.** County has the right to monitor the
17 performance of this Agreement to ensure the accuracy of claims for reimbursement and
18 compliance with all applicable laws and regulations.

19 Contractor(s) agrees that no part of any federal funds provided under this Agreement
20 shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of
21 the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as
22 from time to time amended.

23 **Article 3**

24 **Term of Agreement**

25 3.1 **Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2024,
26 except as provided in section 3.2, "Extension," or Article 5, "Termination and Suspension,"
27 below.
28

1 (C) A notice delivered by an overnight commercial courier service is effective one (1)
2 County business day after deposit with the overnight commercial courier service,
3 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
4 the recipient.

5 (D) A notice delivered by PDF document attached to an email is effective when
6 transmission to the recipient is completed (but, if such transmission is completed outside
7 of County business hours, then such delivery is deemed to be effective at the next
8 beginning of a County business day), provided that the sender maintains a machine
9 record of the completed transmission.

10 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
11 nothing in this Agreement establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
13 of Title 1 of the Government Code, beginning with section 810).

14 4.5 **Notification of Changes.** Contractor(s) shall notify County in writing of any change
15 in organizational name, Head of Service or principal business at least fifteen (15) business days
16 in advance of the change.

17 Contractor must immediately notify County of a change in ownership, organizational
18 status, licensure, or ability of Contractor(s) to provide the quantity or quality of the contracted
19 services in a timely fashion.

20 **Article 5**

21 **Termination and Suspension**

22 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least thirty (30) days' advance written notice to
25 Contractor(s), may:

26 (A) Modify the services provided by Contractor(s) under this Agreement; or

27 (B) Terminate this Agreement.

28 5.2 **Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, the County may give written notice of the breach to Contractor(s). The written notice
3 may suspend performance under this Agreement, and must provide at least thirty (30) days for
4 Contractor(s) to cure the breach.

5 (B) If Contractor(s) fails to cure the breach to the County's satisfaction within the time
6 stated in the written notice, the County may terminate this Agreement immediately.

7 (C) For purposes of this section, a breach occurs when, in the determination of the
8 County, Contractor(s) has:

- 9 (1) Obtained or used funds illegally or improperly;
- 10 (2) Failed to comply with any part of this Agreement;
- 11 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 12 (4) Improperly performed any of its obligations under this Agreement.

13 **5.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County or Contractor(s) may terminate this Agreement by giving at least thirty (30) days
15 advance written notice of intention to terminate.

16 **5.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 5 is without penalty to or further obligation of the County.

18 **5.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 5, the County may demand repayment by Contractor(s) of any monies disbursed to
20 Contractor(s) under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. Contractor(s) shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 **Article 6**

24 **Independent Contractor**

25 **6.1 Status.** In performing under this Agreement, Contractor(s), including its officers,
26 agents, employees, and volunteers, is at all times acting and performing as an independent
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
28 venturer, partner, or associate of the County.

1 **Article 9**

2 **Assurances**

3 **9.1 Certification of Non-exclusion or Suspension from Participation in a Federal**
4 **Health Care Program.**

5 (A) In entering into this Agreement, Contractor(s) certifies that it is not excluded from
6 participation in Federal Health Care Programs under either Section 1128 or 1128A of the
7 Social Security Act. Failure to so certify will render all provisions of this Agreement null
8 and void and may result in the immediate termination of this Agreement.

9 (B) In entering into this Agreement, Contractor(s) certifies, that Contractor(s) does
10 not employ or subcontract with providers or have other relationships with providers
11 excluded from participation in Federal Health Care Programs, including Medi-
12 Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor(s)
13 shall conduct initial and monthly exclusion and suspension searches of the following
14 databases and provide evidence of these completed searches when requested by
15 County, DHCS or the US Department of Health and Human Services (DHHS):

16 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
17 Individuals/Entities (LEIE) Federal Exclusions

18 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
19 Exclusions Extract
20 www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

21 (3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
22 System (NPPES)

23 (4) any other database required by DHCS or US DHHS.

24 (C) In entering into this Agreement, Contractor(s) certifies, that Contractor(s) does
25 not employ staff or individual contractors/vendors that are on the Social Security
26 Administration's Death Master File. Contractor(s) shall check the following database
27 prior to employing staff or individual contractors/vendors and provide evidence of these
28 completed searches when requested by the County, DHCS or the US DHHS.

(1) <https://www.ssdmf.com/> - Social Security Death Master File

1 (D) Contractor(s) is required to notify County immediately if Contractor(s) becomes
2 aware of any information that may indicate their (including employees/staff and individual
3 contractors/vendors) potential placement on an exclusions list.

4 (E) Contractor(s) shall screen and periodically revalidate all network providers in
5 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

6 (F) Contractor(s) must confirm the identity and determine the exclusion status of all
7 its providers, as well as any person with an ownership or control interest, or who is an
8 agent or managing employee of the contracted agency through routine checks of federal
9 and state databases. This includes the Social Security Administration's Death Master
10 File, NPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
11 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
12 455.436.

13 (G) If Contractor(s) finds a provider that is excluded, it must promptly notify the
14 County as per 42 C.F.R. § 438.608(a)(2), (4). Contractor(s) shall not invoice County for
15 Excluded providers, and any such inappropriate payments may be subject to recovery.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** Contractor(s) shall make available to the County, and
19 the County may examine at any time during business hours and as often as the County deems
20 necessary, all of the Contractor(s)'s records and data with respect to the matters covered by this
21 Agreement, excluding attorney-client privileged communications. Contractor(s) shall, upon
22 request by the County, permit the County to audit and inspect all of such records and data to
23 ensure Contractor(s)'s compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
25 Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000), Contractor(s) is subject to
26 the examination and audit of the California State Auditor, as provided in Government Code
27 section 8546.7, for a period of three years after final payment under this Agreement. This
28 section survives the termination of this Agreement.

1 10.3 **Single Audit Clause.** If Contractor(s) expends Seven Hundred Fifty Thousand and
2 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies,
3 Contractor(s) agrees to conduct an annual audit in accordance with the requirements of the
4 Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.
5 Contractor(s) shall submit said audit and management letter to County. The audit must include
6 a statement of findings or a statement that there were no findings. If there were negative
7 findings, Contractor(s) must include a corrective action plan signed by an authorized individual.
8 Contractor(s) agrees to take action to correct any material non-compliance or weakness found
9 as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for
10 review within nine (9) months of the end of any fiscal year in which funds were expended and/or
11 received for the program. Failure to perform the requisite audit functions as required by this
12 Agreement may result in County performing the necessary audit tasks, or at County's option,
13 contracting with a public accountant to perform said audit, or may result in the inability of County
14 to enter into future agreements with Contractor(s). All audit costs related to this Agreement are
15 the sole responsibility of Contractor(s).

16 A single audit report is not applicable if Contractor(s)'s Federal contracts do not
17 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
18 Contractor(s)'s only funding is through Medi-Cal. If a single audit is not applicable, a program
19 audit must be performed and a program audit report with management letter shall be submitted
20 by Contractor(s) to County as a minimum requirement to attest to Contractor(s) solvency. Said
21 audit report shall be delivered to County's DBH Finance Division for review no later than nine (9)
22 months after the close of the fiscal year in which the funds supplied through this Agreement are
23 expended. Failure to comply with this Act may result in County performing the necessary audit
24 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
25 this Agreement are the sole responsibility of Contractor(s) who agrees to take corrective action
26 to eliminate any material noncompliance or weakness found as a result of such audit. Audit
27 work performed by County under this paragraph shall be billed to Contractor(s) at County cost,
28 as determined by County's Auditor-Controller/Treasurer-Tax Collector.

1 Contractor(s) shall make available all records and accounts for inspection by County,
2 the State of California, if applicable, the Comptroller General of the United States, the Federal
3 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
4 period of at least three (3) years following final payment under this Agreement or the closure of
5 all other pending matters, whichever is later.

6 10.4 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that Contractor(s) may provide to the County.
8 The County's public disclosure of this Agreement or any record or data that Contractor(s) may
9 provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data that Contractor(s) may provide to the County, unless such disclosure is prohibited
16 by court order.

17 (C) This Agreement, and any record or data that Contractor(s) may provide to the
18 County, is subject to public disclosure under the Ralph M. Brown Act (California
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20 (D) This Agreement, and any record or data that Contractor(s) may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
23 with section 6250) ("CPRA").

24 (E) This Agreement, and any record or data that Contractor(s) may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with
2 respect to any record or data that Contractor(s) may provide to the County shall be
3 disregarded and have no effect on the County's right or duty to disclose to the public or
4 governmental agency any such record or data.

5 **10.5 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in Contractor(s)'s possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that Contractor(s) deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of Contractor(s). Within five (5) business days after the County's demand,
11 Contractor(s) shall (a) deliver to the County all of the requested records that are in
12 Contractor(s)'s possession or control, together with a written statement that Contractor(s), after
13 conducting a diligent search, has produced all requested records that are in Contractor(s)'s
14 possession or control, or (b) provide to the County a written statement that Contractor(s), after
15 conducting a diligent search, does not possess or control any of the requested records.
16 Contractor(s) shall cooperate with the County with respect to any County demand for such
17 records. If Contractor(s) wishes to assert that any specific record or data is exempt from
18 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
19 County and assert the exemption by citation to specific legal authority within the written
20 statement that it provides to the County under this section. Contractor(s)'s assertion of any
21 exemption from disclosure is not binding on the County, but the County will give at least ten (10)
22 days' advance written notice to Contractor(s) before disclosing any record subject to
23 Contractor(s)'s assertion of exemption from disclosure. Contractor(s) shall indemnify the County
24 for any court-ordered award of costs or attorney's fees under the CPRA that results from
25 Contractor(s)'s delay, claim of exemption, failure to produce any such records, or failure to
26 cooperate with the County with respect to any County demand for any such records.

1 **Article 11**

2 **Compliance**

3 11.1 **Compliance.** Contractor(s) agrees to comply with County's Contractor Code of
4 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit F. Within
5 thirty (30) days of entering into this Agreement with County, Contractor(s) shall ensure all of
6 Contractor(s)'s employees, agents, and subcontractors providing services under this Agreement
7 certify in writing, that he or she has received, read, understood, and shall abide by the
8 Contractor Code of Conduct and Ethics. Contractor(s) shall ensure that within thirty (30) days of
9 hire, all new employees, agents, and subcontractors providing services under this Agreement
10 shall certify in writing that he or she has received, read, understood, and shall abide by the
11 Contractor Code of Conduct and Ethics. Contractor(s) understands that the promotion of and
12 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
13 Contractor(s) and its employees, agents, and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
15 employees, agents, and subcontractors providing services under this Agreement shall complete
16 general compliance training, and appropriate employees, agents, and subcontractors shall
17 complete documentation and billing or billing/reimbursement training. All new employees,
18 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.
19 Each individual who is required to attend training shall certify in writing that he or she has
20 received the required training. The certification shall specify the type of training received and
21 the date received. The certification shall be provided to County's DBH Compliance Officer at
22 1925 E. Dakota Ave, Fresno, California 93726. Contractor(s) agrees to reimburse County for
23 the entire cost of any penalty imposed upon County by the Federal Government as a result of
24 Contractor(s)'s violation of the terms of this Agreement.

25 11.2 **Behavioral Health Requirements.** Contractor(s) recognizes that County operates
26 its mental health programs under an agreement with DHCS, and that under said agreement the
27 State imposes certain requirements on County and its subcontractors. Contractor(s) shall
28 adhere to all State requirements, including those identified in Exhibit G, "Behavioral Health

1 Requirements”, attached hereto and by this reference incorporated herein and made part of this
2 Agreement.

3 **Article 12**

4 **Federal and State Laws**

5 12.1 **Health Insurance Portability and Accountability Act.** Contractor(s) shall comply
6 with HIPAA requirements in Exhibit H to this Agreement.

7 12.2 **Child Abuse Reporting Act.** Contractor(s) shall establish a procedure acceptable to
8 the County’s DBH Director, or his or her designee, to ensure that all of Contractor(s)’s
9 employees, consultants, subcontractors, or agents described in the Child Abuse Reporting Act,
10 section 1116 et seq. of the Penal Code, and performing services under this Agreement shall
11 report all known or suspected child abuse or neglect to a child protective agency as defined in
12 Penal Code section 11165.9. This procedure shall include:

13 (A) A requirement that all Contractor(s)’s employees, consultants, subcontractors, or
14 agents performing services shall sign a statement that he or she knows of and will
15 comply with the reporting requirements as defined in Penal Code section 11166(a).

16 (B) Establishing procedures to ensure reporting even when employees, consultants,
17 subcontractors, or agents who are not required to report child abuse under Penal Code
18 section 11166(a), gain knowledge of or reasonably suspect that a child has been a
19 victim of abuse or neglect.

20 **Article 13**

21 **Data Security**

22 13.1 **Data Security Requirements.** Contractor(s) shall comply with data security
23 requirements in Exhibit I to this Agreement.

24 **Article 14**

25 **Disclosure of Self-Dealing Transactions**

26 14.1 **Applicability.** This Article 15 applies if the Contractor(s) is operating as a
27 corporation (a for-profit or non-profit corporation), or changes its status to operate as a
28 corporation.

1 criminal background check, including fingerprinting, if required by law, prior to
2 execution of Contract. (42 C.F.R. § 455.434)

3 (B) Disclosures Related to Business Transactions:

4 (1) The ownership of any subcontractor with whom Contractor(s) has had
5 business transactions totaling more than \$25,000 during the 12-month period ending
6 on the date of the request.

7 (2) Any significant business transactions between Contractor(s) and any wholly
8 owned supplier, or between Contractor(s) and any subcontractor, during the five (5)
9 year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

10 (C) Disclosures Related to Persons Convicted of Crimes:

11 (1) The identity of any person who has an ownership or control interest in the
12 provider or is an agent or managing employee of the provider who has been
13 convicted of a criminal offense related to that person's involvement in any program
14 under the Medicare, Medicaid, or the Title XXI services program since the inception
15 of those programs. (42 C.F.R. § 455.106.)

16 (2) County shall terminate the enrollment of Contractor(s) if any person with five
17 percent (5%) or greater direct or indirect ownership interest in the disclosing entity
18 has been convicted of a criminal offense related to the person's involvement with
19 Medicare, Medicaid, or Title XXI program in the last ten (10) years.

20 15.3 Contractor(s) must provide disclosure upon execution of Contract, extension for
21 renewal, and within 35 days after any change in Contractor ownership or upon request of
22 County. County may refuse to enter into an agreement or terminate an existing agreement with
23 Contractor if Contractor fails to disclose ownership and control interest information, information
24 related to business transactions and information on persons convicted of crimes, or if Contractor
25 did not fully and accurately make the disclosure as required.

26 15.4 Contractor must provide the County with written disclosure of any prohibited
27 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
28 or have other relationships with providers Excluded from participation in Federal Health Care

1 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
2 §438.610.

3 15.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
4 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
5 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
6 in Contractor has been convicted of a criminal offense related to that person's involvement with
7 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
8 this Agreement where any person with five (5) percent or greater direct or indirect ownership
9 interest in the Contractor did not submit timely and accurate information and cooperate with any
10 screening method required in CFR, Title 42, Section 455.416

11 **Article 16**

12 **Disclosure of Criminal History and Civil Actions**

13 16.1 **Applicability.** Contractor(s) is required to disclose if any of the following conditions
14 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
15 referred to as "Contractor(s)"):

16 (A) Within the three (3) year period preceding the Agreement award, they have been
17 convicted of, or had a civil judgment tendered against them for:

18 (1) Fraud or criminal offense in connection with obtaining, attempting to obtain,
19 or performing a public (federal, state, or local) transaction or contract under a public
20 transaction;

21 (2) Violation of a federal or state antitrust statute;

22 (3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

23 or

24 (4) False statements or receipt of stolen property.

25 (B) Within a three (3) year period preceding their Agreement award, they have had a
26 public transaction (federal, state, or local) terminated for cause or default.

27 16.2 **Duty to Disclose.** Disclosure of the above information will not automatically
28 eliminate Contractor(s) from further business consideration. The information will be considered

1 as part of the determination of whether to continue and/or renew this Agreement and any
2 additional information or explanation that Contractor(s) elects to submit with the disclosed
3 information will be considered. If it is later determined that Contractor(s) failed to disclose
4 required information, any contract awarded to such Contractor(s) may be immediately voided
5 and terminated for material failure to comply with the terms and conditions of the award.

6 Contractor(s) must sign a "Certification Regarding Debarment, Suspension, and
7 Other Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit L
8 attached hereto and by this reference incorporated herein. Additionally, Contractor(s) must
9 immediately advise the County's DBH in writing if, during the term of the Agreement: (1)
10 Contractor(s) becomes suspended, debarred, excluded or ineligible for participation in Federal
11 or State funded programs or from receiving federal funds as listed in the excluded parties list
12 system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to
13 Contractor(s). Contractor(s) shall indemnify, defend, and hold County harmless for any loss or
14 damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in
15 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

16 **Article 17**

17 **Cultural and Linguistic Competency**

18 17.1 **General.** All services, policies and procedures must be culturally and linguistically
19 appropriate. Contractor(s) must participate in the implementation of the most recent Cultural
20 Competency Plan for the County and shall adhere to all cultural competency standards and
21 requirements. Contractor(s) shall participate in the County's and State's efforts to promote the
22 delivery of services in a culturally competent and equitable manner to all persons served,
23 including those with limited English proficiency and diverse cultural and ethnic backgrounds,
24 disabilities, and regardless of gender, sexual orientation, or gender identity pursuant to 42 C.F.R.
25 § 438.206(c)(2).).

26 17.2 **Training Requirements.** Cultural competency training for Contractor(s) staff should
27 be substantively integrated into health professions education and training at all levels, both
28 academically and functionally, including core curriculum, professional licensure, and continuing

1 professional development programs. As requested by County, Contractor(s) shall report on the
2 completion of cultural competency trainings to ensure direct service providers are completing a
3 minimum of eight (8) hours of cultural competency training annually.

4 17.3 **Continuing Cultural Competence.** Contractor shall create and sustain a forum that
5 includes staff at all agency levels to discuss cultural competence.

6 **Article 18**

7 **General Terms**

8 18.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. The Contractor acknowledges that County employees have no authority to
11 modify this Agreement except as expressly provided in this Agreement.

12 (A) Notwithstanding the above, non-material changes to services, staffing, and
13 responsibilities of the Contractor, as needed, to accommodate changes in the laws
14 relating to mental health treatment services, may be made with the signed written
15 approval of County's DBH Director, or designee, and Contractor through an amendment
16 approved by County's County Counsel and the County's Auditor-Controller/Treasurer-
17 Tax Collector's Office. Said modifications shall not result in any change to the maximum
18 compensation amount payable to Contractor, as stated herein.

19 (B) In addition, changes to service rates on Exhibit D-1, *et. seq.* that do not exceed
20 3% of the approved rate annually may be made annually with the written approval of the
21 DBH Director or designee. These rate changes may not add or alter any other terms or
22 conditions of the Agreement. Said modifications shall not result in any change to the
23 maximum compensation amount payable to Contractor, as stated herein.

24 18.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement
25 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
26 Contractors understand that a separate Agreement is formed between each individual
27 Contractor and County.

1 18.3 **Additions/Deletions on Contractor(s).** The County reserves the right at any time
2 during the Agreement to add Contractor(s) to those listed in Exhibit A “List of Contractors”. It is
3 understood that any such additions will not affect the compensation paid to other Contractor(s),
4 and therefore such additions may be made with County without notice to or approval from the
5 Contractor(s) under this Agreement. The County’s DBH Director, or designee, may remove a
6 Contractor from this agreement were there is mutual written consent between the DBH Director
7 and Contractor.

8 18.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
9 under this Agreement without the prior written consent of the other party.

10 18.5 **Governing Law.** The laws of the State of California govern all matters arising from
11 or related to this Agreement.

12 18.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
13 County, California. Contractor(s) consents to California jurisdiction for actions arising from or
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
15 brought and maintained in Fresno County.

16 18.7 **Construction.** The final form of this Agreement is the result of the parties’ combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 18.8 **Days.** Unless otherwise specified, “days” means calendar days.

21 18.9 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 18.10 **References to Laws and Rules.** In the event any law, regulation, or policy referred
24 to in this Agreement is amended during the term thereof, the parties hereto agree to comply with
25 the amended provision as of the effective date of such amendment.

26 18.11 **Severability.** If anything in this Agreement is found by a court of competent
27 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
28 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
2 intent.

3 18.12 **Nondiscrimination.** During the performance of this Agreement, Contractor(s) shall
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of
5 services, because of race, religious creed, color, national origin, ancestry, ethnic group
6 identification, physical disability, mental disability, medical condition, genetic information, marital
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, military status
8 or veteran status pursuant to all applicable State of California and federal statutes and
9 regulation.

10 Contractor(s) shall take affirmative action to ensure that services to persons served
11 are provided without use of any policy or practice that has the effect of discriminating on the
12 basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification,
13 sex, sexual orientation, gender, gender identity, age, medical condition, genetic information,
14 health status or need for health care services, or mental or physical disability.

15 18.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
16 of Contractor(s) under this Agreement on any one or more occasions is not a waiver of
17 performance of any continuing or other obligation of Contractor(s) and does not prohibit
18 enforcement by the County of any obligation on any other occasion.

19 18.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
20 between Contractor(s) and the County with respect to the subject matter of this Agreement, and
21 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
22 publications, and understandings of any nature unless those things are expressly included in
23 this Agreement. If there is any inconsistency between the terms of this Agreement without its
24 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
25 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
26 exhibits.

27 18.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
28 create any rights or obligations for any person or entity except for the parties.

1 18.16 **Authorized Signature.** Contractor(s) represents and warrants to the County that:

2 (A) Contractor(s) is duly authorized and empowered to sign and perform its
3 obligations under this Agreement.

4 (B) The individual signing this Agreement on behalf of Contractor(s) is duly
5 authorized to do so and his or her signature on this Agreement legally binds
6 Contractor(s) to the terms of this Agreement.

7 18.17 **Electronic Signatures.** The parties agree that this Agreement may be executed by
8 electronic signature as provided in this section.

9 (A) An “electronic signature” means any symbol or process intended by an individual
10 signing this Agreement to represent their signature, including but not limited to (1) a
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
12 electronically scanned and transmitted (for example by PDF document) version of an
13 original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this Agreement
16 for all purposes, including but not limited to evidentiary proof in any administrative or
17 judicial proceeding, and (2) has the same force and effect as the valid original
18 handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
21 Part 2, Title 2.5, beginning with section 1633.1).

22 (D) Each party using a digital signature represents that it has undertaken and
23 satisfied the requirements of Government Code section 16.5, subdivision (a),
24 paragraphs (1) through (5), and agrees that each other party may rely upon that
25 representation.

26 (E) This Agreement is not conditioned upon the parties conducting the transactions
27 under it by electronic means and either party may sign this Agreement with an original
28 handwritten signature.

1 18.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
2 original, and all of which together constitute this Agreement.

3 [SIGNATURE PAGE FOLLOWS]

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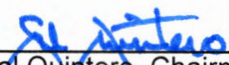
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CONTRACTOR
3

COUNTY OF FRESNO

4 See Exhibit A



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

11 For accounting use only:

12 Org No.: 5630
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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CONTRACTOR:

All's Well, Inc.

DocuSigned by:
Peter Carvalho
By _____
69BC092EF5BA43C...

Print Name Peter Carvalho

Title President
Chairman of the Board, or
President or any Vice President

Date 5/24/2023

DocuSigned by:
Thai Ngo
By _____
D9BA14C15DF64E7...

Print Name Thai Ngo

Title Chief Financial officer
Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 5/24/2023

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
327 W. Broadway
Glendale, California 91204
Phone #: (866) 493-8343
Contact: President

1 **CONTRACTOR:**

2 **Cell Staff, LLC**

3
4
5 By 

6 Print Name

ERIK DOKKEN

7
8 Title

VICE PRESIDENT

9 Chairman of the Board, or
President or any Vice President

10 Date

5/17/23

11
12
13 By 

14 Print Name

Michael Landon

15
16 Title

Controller/CFO

17 Secretary of Corporation, or
Any Assistant Secretary, or
18 Chief Financial Officer, or
Any Assistant Treasurer

19 Date

05 / 17 / 2023

20
21
22
23 **PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

24 Mailing Address:

25 1715 N Westshore Blvd Suite 525

26 Tampa, FL 33607

27 Phone #: 855-392-9310

28 Contact: Vice President

1 **CONTRACTOR:**


2 **Diskriter, Inc.**

3
4 By  _____

5
6 Print Name Laveena Yadav

7
8 Title CEO
9 Chairman of the Board, or
10 President or any Vice President

11
12 Date 05/19/2023

13 By  _____

14 Print Name Rahul Bajpayee

15
16 Title COO
17 Secretary of Corporation, or
18 Any Assistant Secretary, or
19 Chief Financial Officer, or
20 Any Assistant Treasurer

21
22 Date 05/19/2023


23 **PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

24 Mailing Address:
25 PO BOX 10499
26 Pittsburgh, PA 15234
27 Phone #: (412) 465-1214
28 Contact: CEO

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CONTRACTOR:

Infojini, Inc.

By 

Print Name Sandeep Harjani

Title President

Chairman of the Board, or
President or any Vice President

Date 05/23/2023

By 

Print Name John Ball

Title Vice President

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 05/23/2023

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
10015 Old Columbia Rd # B215
Columbia, MD 21046
Phone #: (443) 257-0086
Contact: President

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CONTRACTOR:

Maxim Healthcare Staffing Services, Inc.

DocuSigned by:
By. Taylor Mirabelle
14955D402D3C41B...

Print Name Taylor Mirabelle

Title controller
Chairman of the Board, or
President or any Vice President

Date 24-May-23

DocuSigned by:
By. Florence Ugokwe
242E424B81E34AB...

Print Name Florence Ugokwe

Title Assistant Control
Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 24-May-23

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
6715 N Palm Ave, Suite 108
Fresno, CA 93702
Phone #: (559) 224-0299
Contact: Assistant Controller

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CONTRACTOR:

Quality Placement Authority, LLC

By Iris V. Miller

Print Name Iris V. Miller

Title Vice President

Chairman of the Board, or
President or any Vice President

Date 5.23.2023

By Heather Costello

Print Name Heather Costello

Title Chief Financial Officer

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 5.23.2023

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
1815 S Meyers Rd Ste. 600
Oakbrook Terrace, IL 60181
Phone #: (630) 430-4981
Contact: Iris V. Miller,
Vice President

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CONTRACTOR:

SHC Services, Inc dba Supplemental Health Care

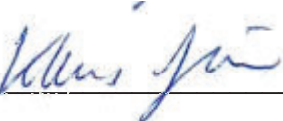
By 

Print Name Greg Palmer

Title Chairman and CEO

Chairman of the Board, or
President or any Vice President

Date 5-18-2023

By 

Print Name Klaus Geiser

Title CFO

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 5-18-2023


**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
6955 Union Park Center Drive #400
Cottonwood Heights, Utah 84047
Phone #: (801) 819-4422
Contact: Senior Contracting Manager

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CONTRACTOR:

VitaWerks, Inc

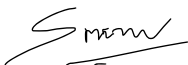
By  _____

Print Name Aditya Mangal

Title President

Chairman of the Board, or
President or any Vice President

Date _____

By  _____

Print Name Shveta Mangal

Title CEO/CFO

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 05/19/2023

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
702 Portofino Ln
Foster City, CA
Phone #: (818) 254-8051
Contact: Advisor

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CONTRACTOR:

Worldwide Travel Staffing, Limited

By 

Print Name Leo Blatz

Title C.E.O.

Chairman of the Board, or
President or any Vice President

Date 05/17/2023

By 

Print Name Jane Blatz

Title Secretary and Vice President

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 05/17/2023

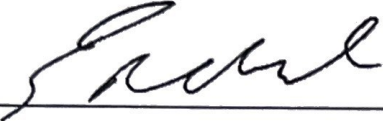
**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
2829 Sheridan Drive
Tonawanda, NY 14150
Phone #: (866) 633-3700
Contact: CEO

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CONTRACTOR:

Wynden Stark LLC dba GQR Global Markets


By 

Print Name Josh Redland

Title Erp

Chairman of the Board, or
President or any Vice President

Date 5.19.23

By 

Print Name Shashi Kaneburn

Title Director

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Date 5.19.23

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:
316 W 12 St Suite 210
Austin, TX 78701
Phone #: (512) 782-0451
Contact: Executive Vice President

Exhibit A

List of Contractors

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CONTRACTOR NAME	EXHIBIT REFERENCE
1. All's Well, Inc.	D-1
2. Cell Staff, LLC	D-2
3. Diskriter, Inc.	D-3
4. Infojini, Inc.	D-4
5. Maxim Healthcare Staffing Services, Inc.	D-5
6. Quality Placement Authority, LLC	D-6
7. SHC Services, Inc dba Supplemental Health Care	D-7
8. VitaWerks, Inc	D-8
9. Worldwide Travel Staffing, Limited	D-9
10. Wynden Stark LLC dba GQR Global Markets	D-10

Exhibit A

Contact Information

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1. All's Well, Inc.
Contact: Thai Ngo- Chief Financial Officer
327 W. Broadway
Glendale, California 91204
Phone #: (866) 493-8343
govsolutions@allswell.com

2. Cell Staff, LLC
Contact: Rami Isa, Owner
1715 N Westshore Blvd Suite 525
Tampa, FL 33607
Phone #: 855-392-9310
Bids@cellstaff.com

3. Diskriter, Inc.
Contact: Laveena Yadav, Chief Executive Officer
PO BOX 10499
Pittsburgh, PA 15234
Phone #: (412) 465-1214
Laveena.Yadav@Diskriter.com

4. Infojini, Inc.
Contact: Sandeep Harjani, Director
10015 Old Columbia Rd # B215
Columbia, MD 21046
Phone #: (443) 257-0086
Statebids@infojiniconsulting.com

5. Maxim Healthcare Staffing Services, Inc.
Contact: Florence Ugokwe, Assistant Controller
6715 N Palm Ave, Suite 108
Fresno, CA 93702
Phone #: (559) 224-0299
flugokwe@maximstaffing.com

Exhibit A

- 1 6. Quality Placement Authority, LLC
2 Contact: Devon Dean, VP of Client Relations
3 1815 S Meyers Rd Ste. 600
4 Oakbrook Terrace, IL 60181
5 Phone #: (209) 204-8640
6 ddean@gpauthority.com
- 7 7. SHC Services, Inc dba Supplemental Health Care
8 Contact: Clinton Hortin, Senior Contracting Manager
9 6955 Union Park Center Drive #400
10 Cottonwood Heights, Utah 84047
11 Phone #: (801) 819-4422
12 contracts@shccares.com
- 13 8. VitaWerks, Inc
14 Contact: Aditya Mangal
15 702 Portofino Ln
16 Foster City, CA
17 Phone #: (818) 254-8051
18 bizdev@vitawerks.com
- 19 9. Worldwide Travel Staffing, Limited
20 Contact: Leo R. Blatz, Chief Executive Officer
21 2829 Sheridan Drive
22 Tonawanda, New York 14150
23 (866) 633-3700 Phone
24 (877) 375-2450 Fax
25 LBlatz@worldwidetravelstaffing.com
- 26 10. Wynden Stark LLC dba GQR Global Markets
27 Contact: Josh Redland – Executive Vice President
28 316 W 12 St Suite 210
Austin, TX 78701
Phone #: (512) 782-0451
Tyler.bryson@gqrgm.com

Exhibit B

Scope of Services

Contractor(s) are temporary staffing recruiting firms specializing in the recruitment of the job classifications listed in each Contractor(s) Exhibit D-1 *et. seq.* which will assist in providing services to County's DBH persons served.

Upon request of County's DBH Director, or designee, Contractor(s) shall identify and recruit qualified candidates who satisfy the criteria as established by the County of Fresno.

County's DBH shall arrange interviews with candidates, and advance timely offers when appropriate.

Contractor(s) responsibilities:

1. Be able to provide one or more of the identified staff classifications for a predetermined, temporary basis.
2. Refer qualified individuals that meet the specific criteria of their identified classification.
3. Ensure acknowledgment with candidates, that all candidates are independent contractors, thus not employees of the County of Fresno, and are at will employees, as stated in Section 6 of this Agreement.
4. Although not employees of the County, candidates are to abide by all County rules and regulations upon commencing work duties with DBH.
5. Provide information regarding number of temporary staff available (by classification) upon request from DBH.
 - a. Since candidates will not be County employees, staff wages will be paid by Contractor(s), which will be reflected on invoices submitted by Contractor(s) to DBH.
6. All Staff assigned to work with County's DBH must be credentialed through DBH's Managed Care Division:
 - a. Provide assistance to DBH during the required Managed Care credentialing process.
 - b. Assist the candidates in completing the credentialing packet to be submitted to DBH for Managed Care processing.

Exhibit B

1 c. Remain available to be the liaison between DBH and candidates during the
2 credentialing process.

3 i. If any edits need to be made to the credentialing packet, it is the
4 responsibility of Contractor(s) to partner with candidates to update the
5 credentialing packet to be returned to DBH.

6 7. Contractor(s) shall ensure each candidate is trained in, and shall abide by, all Health
7 Insurance Portability and Accountability Act (HIPAA), and all other confidentiality
8 requirements, as set forth in Article 12 of the Agreement.

9 8. Shall ensure each candidate remains in compliance with all professional certifications,
10 licenses, and any credentials required as part of their respective job classification.

11 9. DBH has the authority to dismiss any candidate deemed incapable of performing duties
12 set forth within the specifications of their respective job classification.

13 10. Contractor(s) shall be responsible for ensuring recovery of any and all County property
14 checked out to temporary staff either upon request or upon dismissal of staff. This may
15 include, but is not limited to:

- 16 a. ID badge
- 17 b. Laptop, bag, charger, etc
- 18 c. Desk keys
- 19 d. Cell phone

20 11. It is acknowledged that staffing services are to be on a temporary basis. At the point
21 DBH no longer needs staffing services, DBH will notify Contractor(s) immediately that
22 staff will no longer be needed to report moving forward.

23 12. Contractor(s) will be compensated by County for staffing costs incurred to the point of
24 termination of the candidate.

- 25 a. All staffing costs shall be represented by the hourly rate as set forth in each
26 respective Contractors' rates sheet (Exhibit D-1, *et. seq.*)
- 27 b. No additional charges may be added, such as overtime, with the sole exception
28 of travel mileage cost incurred during a given workday where temporary staff

Exhibit B

1 may need to travel between work sites, and only if pre-approved and instructed
2 by staff's assigned supervisor.

- 3 c. Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at
4 the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax
5 Collector is responsible for notifying County department heads of the published
6 IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate
7 shall become effective on the date published by the IRS. The reimbursement will
8 be paid dollar for dollar in those instances where staff are eligible. There will be
9 no mark up by Contractor(s) to this reimbursement.

10 13. Staff Qualifications:

- 11 a. Prior to providing candidates, Contractor(s) shall be required to present
12 credentials, screen all candidates, provide complete background checks,
13 curriculum vitae, and licensure of candidates to DBH.
- 14 b. Contractor(s) shall provide qualified candidates licensed to practice in the State
15 of California and specializing in adult and/or child counseling/nursing and who
16 are not debarred, excluded or suspended by any local, State, or Federal
17 regulatory agency from practicing or billing for services to Medi-Cal.
- 18 c. Contractor(s) shall provide qualified candidates immediately available and
19 located within the County of Fresno.
- 20 d. Contractor(s) must also be acceptable to County's DBH Director, or designee.
- 21 e. Once a candidate is chosen, County staff will notify Contractor(s) of a start date
22 for the candidate.
- 23 f. All Staff selected to work with County's DBH must abide by the "Guiding
24 Principles of Care Delivery" as shown in Exhibit C, attached hereto and
25 incorporated herein by this reference.

26 14. Reports

- 27 a. Contractor(s) shall submit a monthly report along with each invoice using a
28 template as provided by and periodically updated by County.

Exhibit B

- 1 i. Report shall include, but not limited to:
 - 2 1. Temporary Staff names
 - 3 2. Job titles
 - 4 3. Original start dates
 - 5 4. Total hours worked for corresponding month of service
 - 6 5. Total miles billed for staff, if applicable
 - 7 6. Assigned County supervisor
 - 8 7. An account of all County owned equipment checked out to the
 - 9 staff
 - 10 8. Termination date should staff's services be ended during that
 - 11 billing period.
- 12 ii. Report shall also include most current agency contact information for:
 - 13 1. Recruitment activities
 - 14 2. Billing
 - 15 3. Administrative personnel for contract updates and legal updates
 - 16 (e.g. California Governor Executive Orders).

17 15. It shall be the responsibility of Contractor(s) to subscribe to and monitor the email
18 updates as provided by County through the email service they implement. Contractor(s)
19 shall be responsible for informing any and all necessary agency staff of those
20 recruitments and updates that may come through these email updates including but not
21 limited to Recruitment Announcements, billing requirements, County staff contact
22 information updates, and various County policy updates.

23 16. Contractor(s) shall ensure that any and all emails sent regarding matters under this
24 agreement shall also include a CC to DBH Temporary Staffing
25 <DBHTempstaffing@fresnocountyca.gov>

Exhibit C

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Exhibit C

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Exhibit C

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Exhibit C

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

SERVICE RATES AND COMPENSATION

All's Well, Inc. will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$31.55
Admitting Interviewer	\$29.75
Licensed Mental Health Clinician	\$68.00
Licensed Mental Health Clinician (Traveler Rate)	N/A
Licensed Vocational Nurse	\$46.00
Licensed Vocational Nurse (Traveler Rate)	N/A
Mental Health Nurse (RN)	\$69.00
Mental Health Nurse (RN) (Traveler Rate)	N/A
Office Assistant	\$30.69
Program Technician	\$35.31
Psychiatric Technician	\$34.11

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Cell Staff, LLC will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$35.70
Admitting Interviewer	\$38.85
Licensed Mental Health Clinician	\$76.00
Licensed Mental Health Clinician (Traveler Rate)	\$81.00
Licensed Vocational Nurse	\$47.25
Licensed Vocational Nurse (Traveler Rate)	\$52.25
Mental Health Nurse (RN)	\$70.35
Mental Health Nurse (RN) (Traveler Rate)	\$75.35
Office Assistant	\$35.70
Program Technician	\$44.00
Psychiatric Technician	\$55.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Diskriter, Inc will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$42.79
Admitting Interviewer	\$31.88
Licensed Mental Health Clinician	\$60.57
Licensed Mental Health Clinician (Traveler Rate)	\$60.57
Licensed Vocational Nurse	\$38.83
Licensed Vocational Nurse (Traveler Rate)	\$38.83
Mental Health Nurse (RN)	\$69.62
Mental Health Nurse (RN) (Traveler Rate)	\$69.62
Office Assistant	\$24.84
Program Technician	\$43.87
Psychiatric Technician	\$40.88

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Infojini, Inc will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$26.30
Admitting Interviewer	\$30.00
Licensed Mental Health Clinician	\$62.48
Licensed Mental Health Clinician (Traveler Rate)	\$78.00
Licensed Vocational Nurse	\$39.90
Licensed Vocational Nurse (Traveler Rate)	\$55.00
Mental Health Nurse (RN)	\$60.00
Mental Health Nurse (RN) (Traveler Rate)	\$75.00
Office Assistant	\$21.93
Program Technician	\$36.00
Psychiatric Technician	\$35.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Maxim Healthcare Staffing Services, Inc. will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$40.00
Admitting Interviewer	\$36.75
Licensed Mental Health Clinician	\$94.50
Licensed Mental Health Clinician (Traveler Rate)	\$105.00
Licensed Vocational Nurse	\$48.30
Licensed Vocational Nurse (Traveler Rate)	\$58.30
Mental Health Nurse (RN)	\$73.50
Mental Health Nurse (RN) (Traveler Rate)	\$78.50
Office Assistant	\$40.00
Program Technician	\$45.00
Psychiatric Technician	\$50.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Quality Placement Authority, Inc. will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$28.00
Admitting Interviewer	\$27.30
Licensed Mental Health Clinician	\$60.90
Licensed Mental Health Clinician (Traveler Rate)	\$77.00
Licensed Vocational Nurse	\$47.25
Licensed Vocational Nurse (Traveler Rate)	\$61.25
Mental Health Nurse (RN)	\$69.30
Mental Health Nurse (RN) (Traveler Rate)	\$97.30
Office Assistant	\$21.00
Program Technician	\$32.20
Psychiatric Technician	\$33.60

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

SHC Services, Inc dba Supplemental Health Care will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$35.00
Admitting Interviewer	\$35.00
Licensed Mental Health Clinician	\$85.00
Licensed Mental Health Clinician (Traveler Rate)	\$90.00
Licensed Vocational Nurse	\$48.30
Licensed Vocational Nurse (Traveler Rate)	\$55.30
Mental Health Nurse (RN)	\$71.40
Mental Health Nurse (RN) (Traveler Rate)	\$86.40
Office Assistant	\$35.00
Program Technician	\$35.00
Psychiatric Technician	\$45.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

VitaWerks, Inc. will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	--
Admitting Interviewer	--
Licensed Mental Health Clinician	--
Licensed Mental Health Clinician (Traveler Rate)	--
Licensed Vocational Nurse	\$55.00
Licensed Vocational Nurse (Traveler Rate)	--
Mental Health Nurse (RN)	\$75.00
Mental Health Nurse (RN) (Traveler Rate)	--
Office Assistant	--
Program Technician	--
Psychiatric Technician	--

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Worldwide Travel Staffing, Limited will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	\$50.00
Admitting Interviewer	\$50.40
Licensed Mental Health Clinician	\$115.50
Licensed Mental Health Clinician (Traveler Rate)	\$125.50
Licensed Vocational Nurse	\$57.75
Licensed Vocational Nurse (Traveler Rate)	\$67.75
Mental Health Nurse (RN)	\$78.75
Mental Health Nurse (RN) (Traveler Rate)	\$88.75
Office Assistant	\$49.35
Program Technician	\$50.00
Psychiatric Technician	\$60.00

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

SERVICE RATES AND COMPENSATION

Wynden Stark LLC dba GQR Global Markets will provide temporary staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

Compensation

The hourly rate of pay is not to exceed the following for each position identified below:

Position	Rates
Account Clerk	--
Admitting Interviewer	--
Licensed Mental Health Clinician	--
Licensed Mental Health Clinician (Traveler Rate)	\$100.00
Licensed Vocational Nurse	--
Licensed Vocational Nurse (Traveler Rate)	\$85.00
Mental Health Nurse (RN)	--
Mental Health Nurse (RN) (Traveler Rate)	\$110.00
Office Assistant	--
Program Technician	--
Psychiatric Technician	--

The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by **Contractor** to this reimbursement.

No additional charges may be added, such as overtime, with the sole exception of travel mileage cost incurred during a given workday where temporary staff may need to travel between work sites, and only if pre-approved and instructed by staff's assigned supervisor.

Mileage rates will be billed and paid to staff at the I.R.S. rate (\$0.575 per mile at the time of execution of this agreement). The Auditor-Controller/Treasurer-Tax Collector is responsible for notifying County department heads of the published IRS mileage reimbursement rate. Subsequent changes to the IRS mileage rate shall become effective on the date published by the IRS. The reimbursement will be paid dollar for dollar in those instances where staff are eligible. There will be no mark up by Contractor(s) to this reimbursement.

Traveler Rate positions require that the temp's primary residence be at least 60 miles away from their assigned work site. Utilization of the Traveler rates will need to be expressly acknowledged and approved by DBH at the time of hiring. Switching from the regular to the traveler rate will require a new job offer from DBH under the traveler rate and will only be effective and billable after the official start date under the new traveler rated position.

Exhibit E

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from Contractor(s) or any third parties, Contractor(s), at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Contractor(s) shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor(s)'s policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Property Liability.** All risk personal property insurance which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of County purchase and owned property, at a minimum, as discussed in Article 11 of this Agreement. As applicable, Contractor(s) will provide property coverage for the full replacement value of County's personal property in possession of Contractor(s) and/or used in the execution of this Agreement. County will be identified on an appropriate certificate of insurance as the certificate holder and will be named as an Additional Loss Payee on the Property Insurance Policy.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) Contractor(s) shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then Contractor(s) shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

Exhibit E

- (G) **Medical Malpractice Liability.** If Contractor employs or subcontracts with licensed medical professional staff, in providing services, Medical Malpractice Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) Contractor(s) shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then Contractor(s) shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (H) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (I) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of Contractor(s).

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor(s)'s obligations under Article 13 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to Contractor(s)'s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to Contractor(s)'s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after Contractor(s) signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Contracted Services Division or electronically to dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst.

Exhibit E

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) Contractor(s) has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor(s)'s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of Contractor(s)'s obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of Contractor(s).
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, Contractor(s) shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, Contractor(s) shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, Contractor(s) shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of Contractor(s) or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

Exhibit E

- (D) **County's Entitlement to Greater Coverage.** If Contractor(s) has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, Contractor(s) shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** Contractor(s) waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. Contractor(s) is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor(s)'s waiver of subrogation under this paragraph is effective whether or not Contractor(s) obtains such an endorsement.
- (F) **County's Remedy for Contractor(s)'s Failure to Maintain.** If Contractor(s) fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to Contractor(s). The County may offset such charges against any amounts owed by the County to Contractor(s) under this Agreement.
- (G) **SubContractors.** Contractor(s) shall require and verify that all subcontractors used by Contractor(s) to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize Contractor(s) to provide services under this Agreement using subcontractors.

Exhibit F

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM *CONTRACTOR CODE OF CONDUCT AND ETHICS*

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.

Exhibit F

6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.

Exhibit F

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

Contractor Acknowledgment and Agreement

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature : _____ Date : ___/___/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ___/___/___

EXHIBIT G

Behavioral Health Requirements

1. **CONTROL REQUIREMENTS**

The County and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. **PROFESSIONAL LICENSURE**

All (professional level) persons employed by the County Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. **CONFIDENTIALITY**

Contractor(s) shall conform to and County shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. **NON-DISCRIMINATION**

A. **Eligibility for Services**

Contractor(s) shall prepare and make available to County and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. **Employment Opportunity**

Contractor(s) shall comply with County policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. **Suspension of Compensation**

If an allegation of discrimination occurs, County may withhold all further funds, until Contractor(s) can show clear and convincing evidence to the satisfaction of

EXHIBIT G

Behavioral Health Requirements

County that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractor(s) who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of Contractor(s).

5. **PATIENTS' RIGHTS**

Contractor(s) shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

STATE CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor(s) has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor(s) will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor(s) may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: Contractor(s) has made false certification, or violated the

EXHIBIT G

Behavioral Health Requirements

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor(s) certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor(s) within the immediately preceding two (2) year period because of Contractor(s)'s failure to comply with an order of a Federal court, which orders Contractor(s) to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor(s) hereby certifies that Contractor(s) will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor(s) agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor(s) hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor(s) further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor(s) agrees to cooperate fully in providing reasonable access to Contractor(s)'s records, documents, agents or employees, or premises if

EXHIBIT G

Behavioral Health Requirements

reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine Contractor(s)'s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor(s) certifies that Contractor(s) is in compliance with Public Contract Code Section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor(s) certifies that Contractor(s) is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor(s) needs to be aware of the following provisions regarding current or former state employees. If Contractor(s) has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If Contractor(s) violates any provisions of above paragraphs, such action by Contractor(s) shall render this Agreement void. (Pub. Contract Code §10420)

EXHIBIT G

Behavioral Health Requirements

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor(s) needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor(s) affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor(s) assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR(S) NAME CHANGE: An amendment is required to change the Contractor(s)'s name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that Contractor(s) is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Contractor(s) shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXHIBIT G

Behavioral Health Requirements

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractor(s) that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractor(s) or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of Contractor(s), any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor(s) through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify Contractor(s) and take action consistent with § 438.610(c).

The State must ensure that Contractor(s) with which the State contracts under this part is not located outside of the United States and that no claims paid by Contractor(s) to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

1. The County is a “Covered Entity,” and Contractor(s) is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor(s) will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, Contractor(s), as a Business Associate of the County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of Contractor(s).

2. Contractor(s), including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. Contractor(s) shall not use such identifying information or genetic information for any purpose other than carrying out Contractor(s)'s obligations under this Agreement.

3. Contractor(s), including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, Contractor(s) shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or voiceprint, or photograph.

5. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

6. Contractor(s) shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to County in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if Contractor(s) cannot provide access and provides the individual with the reasons for the delay and the date

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

Contractor(s) shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

Contractor(s) shall provide to the County or to an individual, in a time and manner designated by the County, information collected in accordance with 45 CFR § 164.528, to permit the County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

7. Contractor(s) shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which Contractor(s) becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County's Information Security Officer and Privacy Officer and the County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor(s) shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. Contractor(s) shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County's Information Security Officer and Privacy Officer and the County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

County of Fresno
Department of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, California 93775

County of Fresno
Department of Internal
Services
Information Security Officer
(559) 600-5800
333 E. Pontiac Way
Clovis, California 93612

8. Contractor(s) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by Contractor(s) on behalf of the County, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. Contractor(s) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by Contractor(s) on behalf of the County, available to the Secretary upon demand.

Contractor(s) shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor(s)'s normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to the Contractor and in possession of a subcontractor of Contractor(s), Contractor(s) must certify to the Secretary its efforts to obtain the information from the subcontractor.

9. **Safeguards**

Contractor(s) shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of the County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. Contractor(s) shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. Contractor(s) shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

complexity of Contractor(s)'s operations and the nature and scope of its activities. Upon the County's request, Contractor(s) shall provide the County with information concerning such safeguards.

Contractor(s) shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

A. Passwords must **not** be:

- (1) Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- (2) A dictionary word; or
- (3) Stored in clear text

B. Passwords must be:

- (1) Eight (8) characters or more in length;
- (2) Changed every ninety (90) days;
- (3) Changed immediately if revealed or compromised; and
- (4) Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a) Upper case letters (A-Z);
 - b) Lowercase letters (a-z);
 - c) Arabic numerals (0 through 9); and
 - d) Non-alphanumeric characters (punctuation symbols).

Contractor(s) shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software vendor security patches.

Contractor(s) shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

Contractor(s) shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. Contractor(s) must apply appropriate sanctions against its employees who fail to comply with these safeguards. Contractor(s) must adopt procedures for terminating access to PHI when employment of employee ends.

10. Mitigation of Harmful Effects

Contractor(s) shall mitigate, to the extent practicable, any harmful effect that is suspected or known to Contractor(s) of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor(s) or its subcontractors in violation of the requirements of these provisions. Contractor(s) must document suspected or known harmful effects and the outcome.

11. The Contractor(s)'s Subcontractors

Contractor(s) shall ensure that any of its contractors, including subcontractors, if applicable, to whom Contractor(s) provides PHI received from or created or received by Contractor(s) on behalf of the County, agree to the same restrictions, safeguards, and conditions that apply to Contractor(s) with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

Nothing in this section 11 or this Exhibit H authorizes Contractor(s) to perform services under this Agreement using subcontractors.

12. Employee Training and Discipline

Contractor(s) shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

13. Termination for Cause

Upon the County's knowledge of a material breach of these provisions by Contractor(s), the County will either:

A. Provide an opportunity for Contractor(s) to cure the breach or end the violation, and the County may terminate this Agreement if Contractor(s) does not cure the breach or end the violation within the time specified by the County; or

B. Immediately terminate this Agreement if Contractor(s) has breached a material term of this Exhibit H and cure is not possible, as determined by the County.

C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

The County may terminate this Agreement if: (1) Contractor(s) is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which Contractor(s) is a party that Contractor(s) has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor(s) shall return or destroy all PHI received from the County (or created or received by Contractor(s) on

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

behalf of the County) that Contractor(s) still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, Contractor(s) shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor(s). If Contractor(s) destroys the PHI data, a certification of date and time of destruction shall be provided to the County by Contractor(s).

16. **Compliance with Other Laws**

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, Contractor(s) agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

17. **Disclaimer**

The County makes no warranty or representation that compliance by Contractor(s) with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for Contractor(s)'s own purposes or that any information in Contractor(s)'s possession or control, or transmitted or received by Contractor(s), is or will be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor(s) is solely responsible for all decisions made by Contractor(s) regarding the safeguarding of PHI.

18. **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 H 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 amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws

EXHIBIT H

Health Insurance Portability and Accountability Act (HIPAA)

relating to the security or privacy of PHI. The County may terminate this Agreement upon thirty (30) days written notice in the event that Contractor(s) does not enter into an amendment providing assurances regarding the safeguarding of PHI that the County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

19. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this Exhibit H is intended to confer, and nothing in this Exhibit H does confer, upon any person other than the County or Contractor(s) and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

20. Interpretation

The provisions of this Exhibit H shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

21. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

22. Survival

The respective rights and obligations of Contractor(s) as stated in this Exhibit H survive the termination or expiration of this Agreement.

23. No Waiver of Obligation

Change, waiver or discharge by the County of any liability or obligation of Contractor(s) under this Exhibit H on any one or more occasions is not a waiver of performance of any continuing or other obligation of Contractor(s) and does not prohibit enforcement by the County of any obligation on any other occasion.

EXHIBIT I

Data Security Requirements

1. Definitions

18.19 Capitalized terms used in this Exhibit I have the meanings set forth in this section 1.

- a. **“Authorized Employees”** means the Contractor(s)’s employees who have access to Personal Information.
- b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor(s)’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to Contractor(s), who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit I.
- c. **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- f. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to Contractor(s) by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (c). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- g. **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor(s)’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable Contractor(s) to promptly investigate and take remedial action under this Exhibit I.
- h. **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by Contractor(s) (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit I.

EXHIBIT I

Data Security Requirements

- i. **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- j. **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

3. Standard of Care

- a. Contractor(s) acknowledges that, in the course of its engagement by the County under this Agreement, Contractor(s), or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- b. Contractor(s) acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, Contractor(s), or any Authorized Persons. Contractor(s) further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of Contractor(s)'s, or any Authorized Person's, Use of that Personal Information.
- c. Contractor(s) agrees and covenants in favor of the County that Contractor(s) shall:
 - i. Keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to Contractor(s) pursuant to the terms of this Exhibit I;
 - iii. Not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for Contractor(s)'s own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - iv. Not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- d. Notwithstanding the foregoing paragraph, in any case in which Contractor(s) believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor(s) shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable,

EXHIBIT I

Data Security Requirements

received by Contractor(s), or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by Contractor(s) for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and Contractor(s) shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- e. Contractor(s) shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were Contractor(s)'s own actions and omissions.

4. Information Security

- a. Contractor(s) covenants, represents and warrants to the County that Contractor(s)'s Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If Contractor(s) uses credit, debit or other payment cardholder information, Contractor(s) shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Contractor(s)'s sole cost and expense.
- b. Contractor(s) covenants, represents and warrants to the County that, as of the effective date of this Agreement, Contractor(s) has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- c. Without limiting Contractor(s)'s obligations under section 3(A) of this Exhibit I, Contractor(s)'s (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
 - i. Limiting Use of Personal Information strictly to Contractor(s)'s and Authorized Persons' technical and administrative personnel who are necessary for Contractor(s)'s, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - ii. Ensuring that all of Contractor(s)'s connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - iii. To the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems

EXHIBIT I

Data Security Requirements

- and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
- iv. Encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - v. Strictly segregating Personal Information from all other information of Contractor(s), including any Authorized Person, or anyone with whom Contractor(s) or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - vi. Having a patch management process including installation of all operating system and software vendor security patches;
 - vii. Maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - viii. Providing appropriate privacy and information security training to Authorized Employees.
- d. During the term of each Authorized Employee's employment by Contractor(s), Contractor(s) shall cause such Authorized Employees to abide strictly by the Contractor(s)'s obligations under this Exhibit I. Contractor(s) shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
 - e. Contractor(s) shall, in a secure manner, backup daily, or more frequently if it is Contractor(s)'s practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such

EXHIBIT I

Data Security Requirements

backups via a secure, remote access connection provided by Contractor(s), through the Internet.

- f. Contractor(s) shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with Contractor(s) and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving Contractor(s)'s and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- g. Contractor(s) shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

5. Security Breach Procedures

- a. Immediately upon Contractor(s)'s awareness or reasonable belief of a Security Breach, Contractor(s) shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor(s)), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- b. Immediately following Contractor(s)'s notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit I, the Parties shall coordinate with each other to investigate the Security Breach. Contractor(s) agrees to fully cooperate with the County, including, without limitation:
 - i. assisting the County in conducting any investigation;
 - ii. providing the County with physical access to the facilities and operations affected;
 - iii. facilitating interviews with Authorized Persons and any of Contractor(s)'s other employees knowledgeable of the matter; and
 - iv. making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, Contractor(s) shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably

EXHIBIT I

Data Security Requirements

necessary by the County, and Contractor(s) shall provide a written report of the investigation and reporting required to the Director within 30 days after Contractor(s)'s discovery of the Security Breach.

- c. County shall promptly notify Contractor(s) of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon Contractor(s)'s receipt of that notification, Contractor(s) shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit I, all at Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event Contractor(s) discovers a Security Breach, Contractor(s) shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of Contractor(s)'s receipt of notification of such Privacy Practices Complaint, Contractor(s) shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- d. Contractor(s) shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at Contractor(s)'s sole expense, in accordance with applicable privacy rights, laws, regulations and standards. Contractor(s) shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit I.
- e. Contractor(s) agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

6. Oversight of Security Compliance

- a. Contractor(s) shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of Contractor(s)'s operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm Contractor(s)'s compliance with this Exhibit I, as well as any applicable laws, regulations and industry standards, Contractor(s) grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in Contractor(s)'s physical and technical environment in relation to all Personal Information that is Used by Contractor(s) pursuant to this Agreement. Contractor(s) shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by Contractor(s) for

EXHIBIT I

Data Security Requirements

Personal Information pursuant to this Agreement. In addition, Contractor(s) shall provide the County with the results of any audit by or on behalf of Contractor(s) that assesses the effectiveness of Contractor(s)'s information security program as relevant to the security and confidentiality of Personal Information Used by Contractor(s) or Authorized Persons during the course of this Agreement under this Exhibit I.

- c. Contractor(s) shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit I. that apply to Contractor(s) with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between Contractor(s) and such Authorized Persons, or amending any written agreements to provide same.

7. Return or Destruction of Personal Information. Upon the termination of this Agreement, Contractor(s) shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If Contractor(s) is authorized to dispose of any such Personal Information, as provided in this Exhibit I, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. Contractor(s) shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, Contractor(s) shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit I to all such Personal Information and copies of Personal Information. Contractor(s) shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. Contractor(s)'s obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that Contractor(s) retains if return or disposal is not feasible and to all Personal Information that Contractor(s) may later discover.

8. Equitable Relief. Contractor(s) acknowledges that any breach of its covenants or obligations set forth in this Exhibit I may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

9. Indemnity. Contractor(s) shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage

EXHIBIT I

Data Security Requirements

to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit I and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to Contractor(s)'s, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit I or arising out of or resulting from Contractor(s)'s failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of Contractor(s) to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

10. **Survival.** The respective rights and obligations of Contractor(s) and the County as stated in this Exhibit I shall survive the termination of this Agreement.

11. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit I is intended to confer, nor shall anything in this Exhibit I confer, upon any person other than the County or Contractor(s) and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

12. **No County Warranty.** The County does not make any warranty or representation whether any Personal Information in Contractor(s)'s (or any Authorized Person's) possession or control, or Use by Contractor(s) (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

EXHIBIT J

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

EXHIBIT J

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity		D/B/A		
Address (number, street)		City	State	ZIP code
CLIA number	Taxpayer ID number (EIN)	Telephone number ()		

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

- | | YES | NO |
|---|--------------------------|--------------------------|
| A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) | <input type="checkbox"/> | <input type="checkbox"/> |

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

NAME	ADDRESS	EIN

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? YES NO
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?..... YES NO
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?..... YES NO
 If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
 If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... YES NO

VII. A. Is this facility chain affiliated? YES NO
 (If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported in the facility now and the previous be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Exhibit L

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

Exhibit L

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a

Exhibit L

civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)