

MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of May, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR, listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR(S)", and 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 "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), has a need for transportation services to be provided on a twenty-four (24) hours per day, seven (7) days a week basis to transport mental health clients as specified in this Agreement; and

WHEREAS, COUNTY, through its DBH, is a Mental Health Plan (MHP), as defined in Title 9 of the California Code of Regulations (CCR), section 1810.226; and

WHEREAS, CONTRACTOR(S) are qualified and willing to provide said services pursuant to the terms and conditions of this Agreement; and

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

1. SERVICES

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities as set forth in Exhibit B, "Scope of Work", attached hereto and by this reference incorporated herein, as well as COUNTY's RFQ No. 20-037 dated January 31, 2020, and Addendum No. One (1) to COUNTY's RFQ No. 20-037 dated February 14, 2020 (collectively referred to herein as COUNTY's Revised RFQ), and CONTRACTOR'(S)' response to COUNTY's Revised RFQ dated February 26 2020, all incorporate herein by reference and made part of this Agreement. In the event of any inconsistencies among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the Agreement, including all Exhibits; (2) to COUNTY's Revised RFQ; and (3) to the Response(s) to COUNTY's Revised RFQ.

1
2 **2. TERM**

3 This Agreement shall become effective on 1st day of July 2020 and shall terminate on
4 the 30th day of June 2023.

5 Effective July 1st, 2023, this Agreement, subject to satisfactory outcomes performance
6 and subject to available funding each year, shall be extended for two (2) additional twelve (12) month
7 periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is
8 given by COUNTY or CONTRACTOR(S) or COUNTY's DBH Director or designee, not later than sixty
9 (60) days prior to the close of the current Agreement term.

10 CONTRACTOR(S) added to this Agreement after the execution date shall become part
11 of the Agreement effective upon the date the executed signature page is received and approved by the
12 COUNTY's DBH Director, or designee, as set forth in Section Eight (8) of this Agreement.

13 The June 30th termination date specified herein shall be the termination date for all
14 CONTRACTOR(S), regardless of when CONTRACTOR is added to this Agreement. Any twelve (12)
15 month renewal period of this Agreement for any CONTRACTOR already providing services under this
16 Agreement shall commence on July 1st of the then current fiscal year.

17 **3. TERMINATION**

18 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
19 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
20 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
21 terminated at any time by giving the CONTRACTOR(S) sixty (60) days advance written notice.

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

- 24 1) An illegal or improper use of funds;
25 2) A failure to comply with any term of this Agreement;
26 3) A substantially incorrect or incomplete report submitted to the COUNTY; and
27 4) Improperly performed service.
28

1 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
2 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR(S).
3 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
4 breach or default. The COUNTY shall have the right to demand of each CONTRACTOR the repayment
5 to the COUNTY of any funds disbursed to that CONTRACTOR under this Agreement, which in the
6 judgment of COUNTY were not expended in accordance with the terms of this Agreement. Each
7 CONTRACTOR shall promptly refund any funds upon demand or, at COUNTY's option, such
8 repayment shall be deducted from future payments owing to that CONTRACTOR under this
9 Agreement.

10 C. Without Cause - Under circumstances other than those set forth above, this
11 Agreement may be terminated by COUNTY or COUNTY's DBH Director, or designee, or one (1) or
12 more CONTRACTOR(S) upon the giving of sixty (60) days advance written notice of an intention to
13 terminate, with notice to the County.

14 **4. COMPENSATION**

15 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive
16 compensation in accordance with the rates set forth within each CONTRACTORS' respective Quotation
17 Schedule attached hereto as Exhibit C-1 and C-2 and incorporated herein by this reference. In no event
18 shall the annual contract maximum exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00)
19 for each twelve (12) month period of this Agreement for all CONTRACTOR(S) combined. In no event
20 shall services performed under this Agreement be in excess of Three Million and No/100 Dollars
21 (\$3,000,000.00) during the term of this Agreement for all CONTRACTOR(S).

22 Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH
23 that services have actually been performed by CONTRACTOR(S) as specified in this Agreement.

24 A. It is understood that all expenses incidental to CONTRACTOR(S)'s performance
25 of services under this Agreement shall be borne by CONTRACTOR(S). If CONTRACTOR(S) fails to
26 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
27 compensation.

28

1 B. Payments shall be made by COUNTY to CONTRACTOR(S) in arrears, for
2 services provided during the preceding month, within forty-five (45) days after the date of receipt and
3 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall
4 be made after receipt and verification of actual expenditures incurred by CONTRACTOR(S), as
5 identified in Exhibit C-1 and C-2 and shall be documented to COUNTY on a monthly basis by the tenth
6 (10th) of the month following the month of said expenditures.

7 C. COUNTY shall not be obligated to make any payments under this Agreement if
8 the request for payment is received by COUNTY more than sixty (60) days after this Agreement has
9 terminated or expired.

10 All final claims, including actual cost per service, and/or any final budget
11 modification requests shall be submitted by CONTRACTOR(S) within sixty (60) days following the final
12 month of service for which payment is claimed. No action shall be taken by COUNTY on claims
13 submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by
14 CONTRACTOR(S) pursuant to the terms and conditions of this Agreement shall automatically revert to
15 COUNTY.

16 D. It is understood by CONTRACTOR(S) and COUNTY that this Agreement is
17 funded with mental health funds to serve individuals who are seriously mentally ill (SMI) or have serious
18 emotional disturbances (SED).

19 E. In the event that funding for these services is delayed by the State Controller,
20 COUNTY may defer payments to CONTRACTOR(S). The amount of the deferred payment shall not
21 exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the
22 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
23 COUNTY plus forty-five (45) days.

24 **5. INVOICING**

25 A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) of each
26 month for actual services provided during the prior month to DBH-Invoices@fresnocountyca.gov ,
27 dbhinvoicereview@fresnocountyca.gov , dbhcontractedservicesdivision@fresnocountyca.gov , and a
28 carbon copy to the assigned DBH Mental Health Contracts Staff Analyst. Invoices and reports shall be

1 in such detail as acceptable to COUNTY's DBH, as described in this section herein and in Section
2 Fourteen (14) of this Agreement.

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

14 C. Monthly invoices shall include a client roster, identifying the number of
15 transportation requests received, client names, dates and times of service, delivery and drop off
16 locations, and any incomplete transportation requests.

17 D. CONTRACTOR(S) shall remit to COUNTY on a quarterly basis, a summary
18 report of total operational costs and volume of service unit to report the actual costs per unit compared
19 to the negotiated rate, as identified in Exhibit C-1 and C-2, to report interim cost per unit. The quarterly
20 reports will be used by COUNTY to ensure compliance with federal reimbursements certified public
21 expenditures.

22 E. CONTRACTOR(S) must report all third party collections from other funding
23 sources such as private insurance, client private pay or any other third party. COUNTY expects the
24 invoice for reimbursement to equal the amount due CONTRACTOR less any funding sources not
25 eligible for Federal reimbursement and any other revenues generated by CONTRACTOR (i.e., private
26 insurance, etc).

27 F. CONTRACTOR(S) will remit annually within ninety (90) days from June 30, a
28 schedule to provide the required information on published charges (PC) for all authorized services. The

1 published charge listing will serve as a source document to determine the CONTRACTOR(S)'s usual
2 and customary charge prevalent in the public mental health sector that is used to bill the general public,
3 insurers or other non-Medi-Cal third party payers during the course of business operations.

4 G. CONTRACTOR(S) shall submit monthly staffing reports that identify all direct
5 service and support staff, applicable licensure/certifications, and full time hours worked to be used as a
6 tracking tool to determine if CONTRACTOR(S)'s program is staffed according to the services provided
7 under this Agreement.

8 H. CONTRACTOR(S) must maintain such financial records for a period of seven (7)
9 years, or if there a dispute, audit or inspection, until it is resolved, whichever is later. CONTRACTOR(S)
10 will be responsible for any disallowances related to inadequate documentation.

11 **6. INDEPENDENT CONTRACTOR**

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

23 Because of its status as an independent contractor, CONTRACTOR(S) shall have
24 absolutely no right to employment rights and benefits available to COUNTY employees. Each
25 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all
26 legally-required employee benefits. In addition, CONTRACTOR(S) shall be solely responsible and
27 save COUNTY harmless from all matters relating to payment of CONTRACTOR(S)' employees,
28 including compliance with Social Security, withholding, and all other regulations governing such

1 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR(S) may be
2 providing services to others unrelated to COUNTY or to this Agreement.

3 **7. MODIFICATION**

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

6 Additions to Exhibit A, "List of Contractors", may be made with written approval of COUNTY's
7 DBH Director, or designee, as defined further in Section 8 of this Agreement. Changes to the rates
8 identified in Exhibit C, "Quotation Schedule", may be made with written approval of COUNTY's DBH
9 Director, or designee and CONTRACTOR(s).

10 **8. ADDITIONS/DELETIONS OF CONTRACTORS**

11 COUNTY's DBH Director, or designee, reserves the right at any time during the
12 term of this Agreement to add new CONTRACTOR(S) to those listed in Exhibit A with oversight and
13 approval by Internal Services Department – Purchasing Division, with notice to the County. It is
14 understood any such additions will not affect compensation paid to any other CONTRACTOR, and
15 therefore such additions may be made by COUNTY without notice to or approval of the other
16 CONTRACTOR(S) under this Agreement. These same provisions shall apply to the deletion of any
17 CONTRACTOR(S) contained in Exhibit A, except that deletions shall be by written mutual agreement
18 between the COUNTY and the particular CONTRACTOR to be deleted, or shall be in accordance with
19 the provisions of Section Three (3) of this Agreement.

20 **9. NON-ASSIGNMENT**

21 COUNTY and CONTRACTOR(S) shall not assign, transfer or subcontract this
22 Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY
23 and the individual CONTRACTOR seeking to make such assignment.

24 **10. HOLD-HARMLESS**

25 Each CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
26 request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
27 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
28 COUNTY in connection with the performance, or failure to perform, by each CONTRACTOR, its

1 officers, agents or employees under this Agreement, and from any and all costs and expenses,
2 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
3 any person, firm or corporation who may be injured or damaged by the performance, or failure to
4 perform, of CONTRACTOR(S), its officers, agents or employees under this Agreement.

5 Each CONTRACTOR agrees to indemnify COUNTY for Federal, State of California
6 and/or local audit exceptions resulting from noncompliance herein on the part of the
7 CONTRACTOR(S).

8 **11. INSURANCE**

9 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR(S) or any
10 third parties, each CONTRACTOR, at its sole expense, shall maintain in full force and effect the
11 following insurance policies throughout the term of this Agreement:

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two Million
14 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
15 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
16 COUNTY may require specific coverages including completed operations,
17 product liability, contractual liability, Explosion-Collapse-Underground, fire legal
18 liability or any other liability insurance deemed necessary because of the nature
19 of the Agreement.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits no less than One
20 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
21 Coverage should include any automobile used in connection with this
22 Agreement. If CONTRACTOR(S) employees are not covered by
23 CONTRACTOR(S) automobile liability insurance policy, CONTRACTOR(S) shall
24 ensure that each employee as part of this Agreement procures and maintains
25 their own private automobile coverage in force during the term of this Agreement,
26 at the employee's sole cost and expense.

24 C. Professional Liability

25 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,
26 L.C.S.W., L.M.F.T., etc.) in providing services, Professional Liability Insurance
27 with limits of not less than One Million Dollars (\$1,000,000) per occurrence,
28 Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees
that it shall maintain, at its sole expense, in full force and effect for a period of
five (5) years following the termination of this Agreement, one or more policies of
professional liability insurance with limits of coverage as specified herein.

1 D. Real and Property Insurance

2 CONTRACTOR(S) shall maintain a policy of insurance for all risk personal
3 property coverage which shall be endorsed naming the County of Fresno as an
4 additional loss payee. The personal property coverage shall be in an amount
5 that will cover the total of the COUNTY purchase and owned property, at a
6 minimum, as discussed in Section Twenty One (21) of this Agreement.

7 E. All Risk Property Insurance

8 As applicable, CONTRACTOR(S) will provide property coverage for the full
9 replacement value of the COUNTY'S personal property in possession of
10 CONTRACTOR(S) and/or used in the execution of this Agreement. COUNTY
11 will be identified on an appropriate certificate of insurance as the certificate
12 holder and will be named as an Additional Loss Payee on the Property Insurance
13 Policy.

14 F. Worker's Compensation

15 A policy of Worker's Compensation Insurance as may be required by the
16 California Labor Code.

17 G. Child Abuse/Molestation and Social Services Coverage

18 Each CONTRACTOR shall have either separate policies or an umbrella policy
19 with endorsements covering Child Abuse/Molestation and Social Services
20 Liability coverage or have a specific endorsement on their General Commercial
21 liability policy covering Child Abuse/Molestation and Social Services Liability.
22 The policy limits for these policies shall be One Million Dollars (\$1,000,000) per
23 occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The
24 policies are to be on a per occurrence basis.

25 H. Cyber Liability

26 Cyber Liability Insurance, with limits not less than Two Million Dollars
27 (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
28 aggregate. Coverage shall be sufficiently broad to respond to the duties and
obligations as is undertaken by CONTRACTOR(S) in this Agreement and shall
include, but not be limited to, claims involving infringement of intellectual
property, including but not limited to infringement of copyright, trademark, trade
dress, invasion of privacy violations, information theft, damage to or destruction
of electronic information, release of private information, alteration of electronic
information, extortion and network security. The policy shall provide coverage for
breach response costs as well as regulatory fines and penalties as well as credit
monitoring expenses with limits sufficient to respond to these obligations.

I. Waiver of Subrogation

CONTRACTOR(S) hereby grants to COUNTY a waiver of any right to
subrogation which any insurer of said CONTRACTOR(S) may acquire against
the COUNTY by virtue of the payment of any loss under such insurance.

1 CONTRACTOR(S) agrees to obtain any endorsement that may be necessary to
2 affect this waiver of subrogation, but this provision applies regardless of whether
3 or not the COUNTY has received a waiver of subrogation endorsement from the
insurer.

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

12 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said
13 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
14 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
15 Contract Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Cultural
16 Specific Services Mental Health Contract Staff Analyst, stating that such insurance coverages have
17 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
18 not be responsible for any premiums on the policies; that such Commercial General Liability insurance
19 names the County of Fresno, its officers, agents and employees, individually and collectively, as
20 additional insured, but only insofar as the operations under this Agreement are concerned; that such
21 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
22 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
23 contributing with insurance provided under CONTRACTOR(S) policies herein; and that this insurance
24 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
25 COUNTY.

26 In the event CONTRACTOR(S) fails to keep in effect at all times insurance coverage as
27 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
28 Agreement upon the occurrence of such event.

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

4 **12. LICENSES/CERTIFICATES**

5 Throughout the term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S) staff
6 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
7 necessary for the provision of the services hereunder and required by the laws and regulations of the
8 United States of America, State of California, the County of Fresno, and any other applicable
9 governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability
10 to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions
11 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and
12 CONTRACTOR(S)' staff shall comply with all applicable laws, rules or regulations, as may now exist or
13 be hereafter changed.

14 **13. RECORDS**

15 CONTRACTOR(S) shall maintain records documenting the number of transportation
16 requests received, delivery and drop off of clients, and any incomplete transports. This documentation
17 shall indicate the client's name, time and date of said service, pick up and drop off locations, mileage, and
18 any incomplete transport requests. This information shall be submitted in a standardized format approved
19 by the COUNTY.

20 CONTRACTOR(S) shall maintain all above-mentioned records and submit them, when requested
21 by DBH. The client records shall be considered property of the COUNTY and all client records shall be
22 returned upon expiration or termination of this Agreement.

23 **14. REPORTS**

24 A. CONTRACTOR(S), or any Delegate performing the covenants of
25 CONTRACTOR(S) pursuant to the terms of this Agreement, shall provide at COUNTY's
26 request, any required reports to COUNTY which may include performance outcome
27 reports.

28 B. Monthly Reports – CONTRACTOR(S) shall submit to COUNTY's DBH by the

1 tenth (10th) of each month all monthly activity and budget reports for the preceding
2 month. In addition, CONTRACTOR(S) shall also furnish to COUNTY such statements,
3 records, reports, data, and other information as COUNTY may request pertaining to
4 matters covered by this Agreement. In the event that CONTRACTOR(S) fails to provide
5 such reports or other information required hereunder, it shall be deemed sufficient cause
6 for COUNTY to withhold monthly payments until there is compliance. In addition,
7 CONTRACTOR(S) shall provide written notification and explanation to COUNTY within
8 five (5) days of any funds received from another source to conduct the same services
9 covered by this Agreement.

10 C. Annual Reports - CONTRACTOR(S) shall maintain the number of client transports
11 provided, type of transport vehicle used, total miles traveled monthly, and number of
12 additional attendants by completing Annual Services Analysis Report as identified in Exhibit
13 D, attached hereto and by this reference incorporated herein.

14 **15. MONITORING**

15 CONTRACTOR(S) agrees to extend to COUNTY's staff, COUNTY's DBH Director, or
16 designee, and DHCS, or their designees, the right to review and monitor records, program or
17 procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR(S)'
18 program, in order to ensure compliance with the terms and conditions of this Agreement.

19 **16. REFERENCES TO LAWS AND RULES**

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

23 **17. COMPLIANCE WITH STATE REQUIREMENTS**

24 CONTRACTOR(S) recognizes that COUNTY operates its mental health programs under
25 an agreement with DHCS, and that under said agreement the State imposes certain requirements on
26 COUNTY and its subcontractors. CONTRACTOR(S) shall adhere to all State Requirements, including
27 those identified in Exhibit E, "State Mental Health Requirements", attached hereto and by this reference
28 incorporated herein and made part of this Agreement.

1 **18. CONFIDENTIALITY**

2 All services performed by CONTRACTOR(S) under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
4 confidentiality.

5 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6 A. The parties to this Agreement shall be in strict conformance with all applicable
7 Federal and State of California laws and regulations, including but not limited to Sections 5328,
8 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of
9 Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections
10 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance
11 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title
12 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,
13 CFR, Sections 142, 160, 162, and 164, and The Health Information Technology for Economic and
14 Clinical Health Act (HITECH) regarding the confidentiality and security of patient information.

15 Except as otherwise provided in this Agreement, CONTRACTOR(S), as a Business
16 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
17 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such
18 use or disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI
19 may not be more expansive than those applicable to COUNTY, as the “Covered Entity” under the
20 HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative
21 or legal responsibilities of the Business Associate.

22 B. CONTRACTOR(S) shall protect, from unauthorized access, use, or disclosure of
23 names and other identifying information concerning persons receiving services pursuant to this
24 Agreement, except where permitted in order to carry out data aggregation purposes for health care
25 operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]- This
26 pertains to any and all persons receiving services pursuant to a COUNTY funded program.
27 CONTRACTOR(S) shall not use such identifying information for any purpose other than carrying out
28 CONTRACTOR(S)' obligations under this Agreement.

1 C. CONTRACTOR(S) shall not disclose any such identifying information to any
2 person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or
3 authorized by the client/patient.

4 D. For purposes of the above sections, identifying information shall include, but not
5 be limited to name, identifying number, symbol, or other identifying particular assigned to the
6 individual, such as finger or voice print, or a photograph.

7 E. CONTRACTOR(S) shall provide access, at the request of COUNTY, and in the
8 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
9 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
10 Section 164.524 regarding access by individuals to their PHI.

11 CONTRACTOR(S) shall make any amendment(s) to PHI in a designated record set at
12 the
13 request of COUNTY, and in the time and manner designated by COUNTY in accordance with 45 CFR
14 Section 164.526.

15 CONTRACTOR(S) shall provide to COUNTY or to an individual, in a time and manner
16 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit
17 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
18 accordance with 45 CFR Section 164.528.

19 F. CONTRACTOR(S) shall report to COUNTY, in writing, any knowledge or
20 reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of
21 Protected Information not permitted by this Agreement, and any breach of unsecured PHI of which it
22 becomes aware, immediately and without reasonable delay and in no case later than two (2)
23 business days of discovery. Immediate notification shall be made to COUNTY's Information Security
24 Officer and Privacy Officer and COUNTY's DBH HIPAA Representative, within two (2) business days
25 of discovery. The notification shall include, to the extent possible, the identification of each individual
26 whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used,
27 disclosed, or breached. CONTRACTOR(S) shall take prompt corrective action to cure any
28 deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal

1 and State Laws and regulations. CONTRACTOR(S) shall investigate such breach and is responsible
2 for all notifications required by law and regulation or deemed necessary by COUNTY and shall
3 provide a written report of the investigation and reporting required to COUNTY's Information Security
4 Officer and Privacy Officer and COUNTY's DBH HIPAA Representative. This written investigation
5 and description of any reporting necessary shall be postmarked within the thirty (30) working days of
6 the discovery of the breach to the addresses below:

8 County of Fresno	County of Fresno	County of Fresno
9 Department of Behavioral Health	Dept. of Public Health	Information Technology Services
HIPAA Representative	Privacy Officer	Information Security Officer
(559) 453-4809	(559) 445-3249	(559) 600-5800
4441 E. Kings Canyon	1221 Fulton Mall	333 W. Pontiac Ave
Fresno, CA 93702	Fresno, CA 93721	Clovis, CA 93612

12 G. CONTRACTOR(S) shall make its internal practices, books, and records relating
13 to the use and disclosure of PHI received from COUNTY, or created or received by the
14 CONTRACTOR(S) on behalf of COUNTY, available to the United States Department of Health and
15 Human Services upon demand.

16 H. Safeguards

17 CONTRACTOR(S) shall implement administrative, physical, and technical
18 safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately
19 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
20 receives, maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of
21 PHI other than as provided for by this Agreement. CONTRACTOR(S) shall develop and maintain a
22 written information privacy and security program that includes administrative, technical and physical
23 safeguards appropriate to the size and complexity of CONTRACTOR(S)' operations and the nature
24 and scope of its activities. Upon COUNTY's request, CONTRACTOR(S) shall provide COUNTY with
25 information concerning such safeguards.

26 CONTRACTOR(S) shall implement strong access controls and other security safeguards
27 and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or
28 sensitive data to authorized users only. Said safeguards and precautions shall include the following

1 administrative and technical password controls for all systems used to process or store confidential,
2 personal, or sensitive data:

3 1. Passwords must not be:

4 a. Shared or written down where they are accessible or recognizable
5 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work
6 area;

7 b. A dictionary word; or

8 c. Stored in clear text

9 2. Passwords must be:

10 a. Eight (8) characters or more in length;

11 b. Changed every ninety (90) days;

12 c. Changed immediately if revealed or compromised; and

13 d. Composed of characters from at least three of the following four
14 groups from the standard keyboard:

15 1) Upper case letters (A-Z);

16 2) Lowercase letters (a-z);

17 3) Arabic numerals (0 through 9); and

18 4) Non-alphanumeric characters (punctuation symbols).

19 CONTRACTOR(S) shall implement the following security controls on each
20 workstation or portable computing device (e.g., laptop computer) containing confidential,
21 personal, or sensitive data:

22 1. Network-based firewall and/or personal firewall;

23 2. Continuously updated anti-virus software; and

24 3. Patch management process including installation of all operating
25 system/software vendor security patches.

26 CONTRACTOR(S) shall utilize a commercial encryption solution that has received FIPS
27 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic
28 media (including, but not limited to, compact disks and thumb drives) and on portable computing

1 devices (including, but not limited to, laptop and notebook computers).

2 CONTRACTOR(S) shall not transmit confidential, personal, or sensitive data via e-mail
3 or other internet transport protocol unless the data is encrypted by a solution that has been validated
4 by the National Institute of Standards and Technology (NIST) as conforming to the Advanced
5 Encryption Standard (AES) Algorithm.

6 I. Mitigation of Harmful Effects

7 CONTRACTOR(S) shall mitigate, to the extent practicable, any harmful effect
8 that is known to CONTRACTOR(S) of an unauthorized access, viewing, use, disclosure, or breach of
9 PHI by CONTRACTOR(S) or its subcontractor(s) in violation of the requirements of these provisions.

10 J. Contractor's Subcontractor(s)

11 CONTRACTOR(S) shall ensure that any of its CONTRACTOR(S)s, including
12 subcontractor(s), if applicable, to whom CONTRACTOR(S) provides PHI received from or created or
13 received by CONTRACTOR(S) on behalf of COUNTY, agree to the same restrictions and conditions
14 that apply to CONTRACTOR(S) with respect to such PHI; and to incorporate, when applicable, the
15 relevant provisions of these provisions into each subcontract or sub-award to such agents or
16 subcontractor(s).

17 K. Employee Training and Discipline

18 CONTRACTOR(S) shall train and use reasonable measures to ensure
19 compliance with the requirements of these provisions by employees who assist in the performance of
20 functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI and
21 discipline such employees who intentionally violate any provisions of these provisions, including
22 termination of employment.

23 L. Termination for Cause

24 Upon COUNTY's knowledge of a material breach of these provisions by
25 CONTRACTOR(S), COUNTY shall either:

26 1. Provide an opportunity for CONTRACTOR(S) to cure the breach or end
27 the violation and terminate this Agreement if CONTRACTOR(S) does not cure the breach or end the
28 violation within the time specified by COUNTY; or

1 2. Immediately terminate this Agreement if CONTRACTOR(S) has breached
2 a material term of these provisions and cure is not possible.

3 3. If neither cure nor termination is feasible, the COUNTY Privacy Officer
4 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

5 M. Judicial or Administrative Proceedings

6 COUNTY may terminate this Agreement in accordance with the terms and
7 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR(S) is found guilty in a
8 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a
9 finding or stipulation that the CONTRACTOR(S) has violated a privacy or security standard or
10 requirement of the HITECH Act, HIPAA; or other security or privacy laws in an administrative or civil
11 proceeding in which the CONTRACTOR(S) is a party.

12 N. Effect of Termination

13 Upon termination or expiration of this Agreement for any reason,
14 CONTRACTOR(S) shall return or destroy all PHI received from COUNTY (or created or received by
15 CONTRACTOR(S) on behalf of COUNTY) that CONTRACTOR(S) still maintains in any form, and
16 shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to
17 extend the protections of these provisions to such information, and limit further use of such PHI to
18 those purposes that make the return or destruction of such PHI infeasible. This provision shall apply
19 to PHI that is in the possession of subcontractor(s) or agents, if applicable, of CONTRACTOR(S). If
20 CONTRACTOR(S) destroys the PHI data, a certification of date and time of destruction shall be
21 provided to the COUNTY by CONTRACTOR(S).

22 O. Disclaimer

23 COUNTY makes no warranty or representation that compliance by
24 CONTRACTOR(S) with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
25 adequate or satisfactory for CONTRACTOR(S)' own purposes or that any information in
26 CONTRACTOR(S)' possession or control, or transmitted or received by CONTRACTOR(S), is or will
27 be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR(S) is
28 solely responsible for all decisions made by CONTRACTOR(S) regarding the safeguarding of PHI.

1 P. Amendment

2 The parties acknowledge that Federal and State laws relating to electronic data
3 security and privacy are rapidly evolving and that amendment of these provisions may be required to
4 provide for procedures to ensure compliance with such developments. The parties specifically agree
5 to take such action as is necessary to amend this agreement in order to implement the standards and
6 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to
7 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
8 notice in the event that CONTRACTOR(S) does not enter into an amendment providing assurances
9 regarding the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the
10 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

11 Q. No Third-Party Beneficiaries

12 Nothing express or implied in the terms and conditions of these provisions is
13 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
14 CONTRACTOR(S) and their respective successors or assignees, any rights, remedies, obligations or
15 liabilities whatsoever.

16 R. Interpretation

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

21 S. Regulatory References

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

24 T. Survival

25 The respective rights and obligations of CONTRACTOR(S) as stated in this
26 Section shall survive the termination or expiration of this Agreement.

27 U. No Waiver of Obligations

28 No change, waiver or discharge of any liability or obligation hereunder on any

1 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
2 or shall prohibit enforcement of any obligation on any other occasion.

3 **20. DATA SECURITY**

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

10 A. CONTRACTOR(S)-Owned Mobile, Wireless, or Handheld Devices

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

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

18 B. CONTRACTOR(S)-Owned Computers or Computer Peripherals

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

25 C. COUNTY-Owned Computer Equipment

26 CONTRACTOR(S) may not use COUNTY computers or computer peripherals on
27 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
28 and/or designee(s).

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

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

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

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

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

21 **21. NON-DISCRIMINATION**

22 During the performance of this Agreement, CONTRACTOR(S) and its subcontractors
23 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national
24 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
25 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran
26 status, nor shall they discriminate unlawfully against any employee or applicant for employment
27 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
28 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

1 age, sexual orientation, or military or veteran status. CONTRACTOR(S) shall insure that the evaluation
2 and treatment of employees and applicants for employment are free of such discrimination.

3 CONTRACTOR(S) and subcontractors shall comply with the provisions of the Fair
4 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder
5 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title
6 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by
7 the awarding state agency to implement such article. CONTRACTOR(S) shall permit access by
8 representatives of the Department of Fair Employment and Housing and the awarding state agency
9 upon reasonable notice at any time during the normal business hours, but in no case less than twenty-
10 four (24) hours notice, to such of its books, records, accounts, and all other sources of information and
11 its facilities as said Department or Agency shall require to ascertain compliance with this clause.
12 CONTRACTOR(S) and its subcontractors shall give written notice of their obligations under this clause
13 to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code
14 Regs., tit. 2, §11105) CONTRACTOR(S) shall include the Non-Discrimination and compliance
15 provisions of this clause in all subcontracts to perform work under this Agreement.

16 **22. CULTURAL COMPETENCY**

17 As related to Cultural and Linguistic Competence, CONTRACTOR(S) shall comply with:

18 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R
19 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
20 from discriminating against persons based on race, color, national origin, sex, disability or religion.

21 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access
22 and participation in federally funded programs through the provision of comprehensive and quality
23 bilingual services.

24 B. Policies and procedures for ensuring access and appropriate use of trained
25 interpreters and material translation services for all LEP consumers, including, but not limited to,
26 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
27 procedures, and monitoring its language assistance program. The CONTRACTOR(S)' procedures
28 must include ensuring compliance of any sub-contracted providers with these requirements.

1 C. CONTRACTOR(S) shall not use minors as interpreters.

2 D. CONTRACTOR(S) shall provide and pay for interpreting and translation services
3 to persons participating in CONTRACTOR(S)' services who have limited or no English language
4 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
5 shall be provided as necessary to allow such participants meaningful access to the programs, services
6 and benefits provided by CONTRACTOR(S). Interpreter and translation services, including translation
7 of CONTRACTOR(S)' "vital documents" (those documents that contain information that is critical for
8 accessing CONTRACTOR(S)' services or are required by law) shall be provided to participants at no
9 cost to the participant. CONTRACTOR(S) shall ensure that any employees, agents, subcontractors,
10 or partners who interpret or translate for a program participant, or who directly communicate with a
11 program participant in a language other than English, demonstrate proficiency in the participant's
12 language and can effectively communicate any specialized terms and concepts peculiar to
13 CONTRACTOR(S) services.

14 E. CONTRACTOR(S) shall be responsible for conducting an annual cultural
15 competency self-assessment and provide the results of said self-assessment to the COUNTY'S
16 DBH. The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY
17 and revised as necessary to meet the approval of the COUNTY.

18 F. Cultural competency training for CONTRACTOR(S) staff should be substantively
19 integrated into health professions education and training at all levels, both academic and
20 functional, including core curriculum, professional licensure, and continuing professional development
21 programs. On an annual basis, CONTRACTOR's direct service providers shall complete eight (8)
22 hours of cultural competency training. CONTRACTOR(S) on a monthly basis shall provide COUNTY
23 DBH a monthly monitoring tool/report that shows cultural competency trainings completed.

24 G. CONTRACTOR(S) shall attend the COUNTY's Cultural Competency Committee
25 monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural
26 competency plan to address and evaluate cultural competency issues.

27 **23. AMERICANS WITH DISABILITIES ACT**

28 CONTRACTOR(S) agrees to ensure that deliverables developed and produced,

1 pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the
2 Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. §794 (d)),
3 and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal
4 Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to
5 make their electronic and information technology (EIT) accessible to people with disabilities. California
6 Government Code Section 11135 codifies section 508 of the Act requiring accessibility of electronic and
7 information technology.

8 **24. CONFLICT OF INTEREST**

9 No officer, agent, or employee of COUNTY who exercises any function or responsibility
10 for planning and carrying out the services provided under this Agreement shall have any direct or
11 indirect personal financial interest in this Agreement. In addition, no employee of COUNTY shall be
12 employed by CONTRACTOR(S) to fulfill any contractual obligations with COUNTY.

13 CONTRACTOR(S) shall also comply with all Federal, State of California, and local
14 conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and
15 beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

16 **25. CHARITABLE CHOICE**

17 CONTRACTOR(S) may not discriminate in its program delivery against a client or
18 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal
19 to actively participate in a religious practice. Any specifically religious activity or service made available
20 to individuals by CONTRACTOR(S) must be voluntary as well as separate in time and location from
21 COUNTY-funded activities and services. CONTRACTOR(S) shall inform COUNTY as to whether it is
22 faith-based. If CONTRACTOR(S) identifies as faith-based, it must submit to COUNTY's DBH a copy of
23 its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in
24 its client admission forms. The policy must inform individuals that they may be referred to an
25 alternative provider if they object to the religious nature of the program, and include a notice to
26 COUNTY's DBH. Adherence to this policy will be monitored during annual site reviews and reviews of
27 client files. If CONTRACTOR(S) identifies as faith-based, by July 1st of each year CONTRACTOR will
28 be required to report to COUNTY's DBH the number of individuals who requested referrals to alternate

1 providers based on religious objection.

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

3 To the extent necessary to prevent disallowance of reimbursement under section
4 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four
5 (4) years after the furnishing of services under this Agreement, CONTRACTOR(S) shall make
6 available, upon written request to the Secretary of the United States Department of Health and Human
7 Services, or upon request to the Comptroller General of the United States General Accounting Office,
8 or any of their duly authorized representatives, a copy of this Agreement and such books, documents,
9 and records as are necessary to certify the nature and extent of the costs of these services provided by
10 CONTRACTOR(S) under this Agreement. CONTRACTOR(S) further agrees that in the event
11 CONTRACTOR(S) carries out any of its duties under this Agreement through a subcontract, with a
12 value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month
13 period, with a related organization, such Agreement shall contain a clause to the effect that until the
14 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the
15 related organizations shall make available, upon written request to the Secretary of the United States
16 Department of Health and Human Services, or upon request to the Comptroller General of the United
17 States General Accounting Office, or any of their duly authorized representatives, a copy of such
18 subcontract and such books, documents, and records of such organization as are necessary to verify
19 the nature and extent of such costs.

20 **27. COMPLIANCE**

21 CONTRACTOR(S) agrees to comply with the COUNTY's "Contractor Code of Conduct
22 and Ethics" and the COUNTY's Compliance Program in accordance with Exhibit F. Within thirty (30)
23 days of entering into this Agreement with the COUNTY, CONTRACTOR(S) shall have all of
24 CONTRACTOR(S)' employees, agents and subcontractors providing services under this Agreement
25 certify in writing, that he or she has received, read, understood, and shall abide by the Contractor Code
26 of Conduct and Ethics. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new
27 employees, agents and subcontractors providing services under this Agreement shall certify in writing
28 that he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and

1 Ethics. CONTRACTOR(S) understands that the promotion of and adherence to the Code of Conduct is
2 an element in evaluating the performance of CONTRACTOR(S) and its employees, agents and
3 subcontractors.

4 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
5 employees, agents and subcontractors providing services under this Agreement shall complete general
6 compliance training and appropriate employees, agents and subcontractors shall complete
7 documentation and billing or billing/reimbursement training. All new employees, agents and
8 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who
9 is required to attend training shall certify in writing that he or she has received the required training.
10 The certification shall specify the type of training received and the date received. The certification shall
11 be provided to the COUNTY's Compliance Officer at 1925 E. Dakota Ave, Fresno, California 93726.
12 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
13 COUNTY by the Federal Government as a result of CONTRACTOR(S)' violation of the terms of this
14 Agreement.

15 **28. ASSURANCES**

16 In entering into this Agreement, CONTRACTOR(S) certifies that it is not currently
17 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
18 Programs: that it has not been convicted of a criminal offense related to the provision of health care
19 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after
20 a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to
21 entering into a contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove
22 CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations related
23 to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any position in
24 which CONTRACTOR(S)' compensation, or the items or services rendered, ordered or prescribed by
25 CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal Health Care
26 Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S) is reinstated
27 into participation in the Federal Health Care Programs.

28 A. If COUNTY has notice that CONTRACTOR(S) has been charged with a criminal

1 offense related to any Federal Health Care Program, or is proposed for exclusion during the term of any
2 contract, CONTRACTOR(S) and COUNTY shall take all appropriate actions to ensure the accuracy of
3 any claims submitted to any Federal Health Care Program. At its discretion given such circumstances,
4 COUNTY may request that CONTRACTOR(S) cease providing services until resolution of the charges
5 or the proposed exclusion.

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

13 1) In the event the potential employee or subcontractor informs
14 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
15 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR(S)
16 hires or engages such potential employee or subcontractor, CONTRACTOR(S) will ensure that said
17 employee or subcontractor does no work, either directly or indirectly relating to services provided to
18 COUNTY.

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

25 C. CONTRACTOR(S) shall verify (by asking the applicable employees and
26 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
27 to perform professional services under this Agreement (1) are not currently excluded, suspended,
28 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been

1 convicted of a criminal offense related to the provision of health care items or services; and (3) have not
2 been reinstated to participation in the Federal Health Care Program after a period of exclusion,
3 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
4 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible to
5 participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to
6 the provision of health care services, CONTRACTOR(S) will ensure that said employee or
7 subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

8 1) CONTRACTOR(S) agrees to notify COUNTY immediately during the term
9 of this Agreement whenever CONTRACTOR(S) learns that an employee or subcontractor who, in each
10 case, is providing professional services under this Agreement is excluded, suspended, debarred or
11 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal
12 offense relating to the provision of health care services.

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

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

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

25 **29. PUBLICITY PROHIBITION**

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

1 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement
2 shall be allowed as necessary to raise public awareness about the availability of such specific services
3 when approved in advance by COUNTY's DBH Director, or designee, and at a cost to be provided in
4 Exhibits C-1 *et seq.* for such items as written/printed materials, the use of media (*i.e.*, radio, television,
5 newspapers) and any other related expense(s).

6 **30. COMPLAINTS**

7 CONTRACTOR(S) shall log complaints and the disposition of all complaints from a client
8 or a client's family. CONTRACTOR(S) shall provide a copy of the detailed complaint log entries
9 concerning COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10th) day of the
10 following month, in a format that is mutually agreed upon. In addition, CONTRACTOR(S) shall provide
11 details and attach documentation of each complaint with the log. CONTRACTOR(S) shall post signs
12 informing clients of their right to file a complaint or grievance. CONTRACTOR(S) shall notify COUNTY
13 of all incidents reportable to State licensing bodies that affect COUNTY clients within twenty-four (24)
14 hours of receipt of a complaint.

15 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
16 clients, CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint,
17 investigative details of the complaint, the complaint and CONTRACTOR(S)' disposition of, or corrective
18 action taken to resolve the complaint. In addition, CONTRACTOR(S) shall inform every client of their
19 rights as set forth in Exhibit I regarding grievances and incident reporting.

20 **31. CHILD ABUSE REPORTING ACT**

21 CONTRACTOR(S) shall establish a procedure acceptable to the COUNTY's DBH
22 Director, or designee, to ensure that all of the CONTRACTOR(S)' employees, consultants,
23 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 *et seq.* of the Penal
24 Code, and performing services under this Agreement shall report all known or suspected child abuse or
25 neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall
26 include:

27 A. A requirement that all CONTRACTOR(S)' employees, consultants,
28 subcontractors or agents performing services shall sign a statement that he or she knows of and will

1 comply with the reporting requirements as defined in Penal Code section 11166(a), identified in Exhibit
2 K, attached hereto and incorporated herein by reference and made part of this Agreement.

3 B. Establishing procedures to ensure reporting even when employees, consultants,
4 subcontractors, or agents who are not required to report child abuse under Penal Code section
5 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

6 **32. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
7 **INFORMATION**

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

11 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
12 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit G, "Disclosure
13 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated
14 herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to COUNTY's DBH
15 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall
16 report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit G.
17 CONTRACTOR(S) is required to submit a set of fingerprints for any person with a five (5) percent or
18 greater direct or indirect ownership interest in CONTRACTOR(S). COUNTY may terminate this
19 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
20 the CONTRACTOR(S) did not submit timely and accurate information and cooperate with any
21 screening method required in CFR, Title 42, Section 455.416. Submissions shall be scanned portable
22 document format (pdf) copies and are to be sent via email to DBHAdministration@fresnocountyca.gov,
23 Attention: Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where
24 any person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR(S)
25 has been convicted of a criminal offense related to that person's involvement with the Medicare,
26 Medicaid, or Title XXI program in the last ten (10) years.

27 **33. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

28 CONTRACTOR(S) is required to disclose if any of the following conditions apply to

1 them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as
2 “CONTRACTOR(S)”):

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

- 5 1) Fraud or a criminal offense in connection with obtaining, attempting to
6 obtain, or performing a public (federal, state, or local) transaction or
7 contract under a public transaction;
- 8 2) Violation of a federal or state antitrust statute;
- 9 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
10 records; or
- 11 4) False statements or receipt of stolen property.

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

14 Disclosure of the above information will not automatically eliminate CONTRACTOR(S)
15 from further business consideration. The information will be considered as part of the determination
16 of whether to continue and/or renew the Agreement and any additional information or explanation
17 that a CONTRACTOR(S) elects to submit with the disclosed information will be considered. If it is
18 later determined that the CONTRACTOR(S) failed to disclose required information, any contract
19 awarded to such CONTRACTOR(S) may be immediately voided and terminated for material failure to
20 comply with the terms and conditions of the award.

21 CONTRACTOR(S) must sign a “Certification Regarding Debarment, Suspension, and
22 Other Responsibility Matters- Primary Covered Transactions” in the form set forth in Exhibit H, attached
23 hereto and by this reference incorporated herein and made part of this Agreement. Additionally,
24 CONTRACTOR(S) must immediately advise the COUNTY in writing if, during the term of this
25 Agreement: (1) CONTRACTOR(S) becomes suspended, debarred, excluded or ineligible for
26 participation in federal or state funded programs or from receiving Federal funds as listed in the
27 excluded parties’ list system (<http://www.epls.gov>); or (2) any of the above listed conditions become
28 applicable to CONTRACTOR(S). CONTRACTOR(S) shall indemnify, defend and hold the COUNTY

1 harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other
2 matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility
3 Matters.

4 **34. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

5 This provision is only applicable if the CONTRACTOR(S) is operating as a corporation (a
6 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR(S)
7 changes its status to operate as a corporation.

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

16 **35. AUDITS AND INSPECTIONS**

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

22 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
23 CONTRACTOR(S) shall be subject to the examination and audit of the State Auditor General for a
24 period of three (3) years after final payment under contract (California Government Code section
25 8546.7).

26 **36. NOTICES**

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

1 COUNTY
2 Director, Fresno County
3 Department of Behavioral Health
4 1925 E. Dakota Ave.
5 Fresno, CA 93726

CONTRACTOR(S)
 SEE EXHIBIT A

6 All notices between the COUNTY and CONTRACTOR(S) provided for or permitted
7 under this Agreement must be in writing and delivered either by personal service, by first-class United
8 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
9 notice delivered by personal service is effective upon service to the recipient. A notice delivered by
10 first-class United States mail is effective three (3) COUNTY business days after deposit in the United
11 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
12 commercial courier service is effective one (1) COUNTY business day after deposit with the overnight
13 commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery,
14 addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to
15 the recipient is completed (but, if such transmission is completed outside of COUNTY business hours,
16 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
17 provided that the sender maintains a machine record of the completed transmission. For all claims
18 arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any
19 claims presentation requirements or procedures provided by law, including but not limited to the
20 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

21 **37. SEVERABILITY**

22 If any non-material term, provision, covenant, or condition of this Agreement is held by a
23 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall
24 remain in full force and effect, and shall in no way be affected, impaired or invalidated.

25 **38. SEPARATE AGREEMENT**

26 It is mutually understood by the parties that this Agreement does not, in any way, create
27 a joint venture among the individual CONTRACTORS. By execution of this Agreement,
28 CONTRACTOR(S) understand that a separate Agreement is formed between each individual
 CONTRACTOR and COUNTY.

39. GOVERNING LAW

1 The parties agree that for the purpose of venue, performance under this Agreement is in
2 Fresno County, California.

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

5 **40. ENTIRE AGREEMENT**


6 This Agreement, including all Exhibits, constitutes the entire agreement between
7 CONTRACTOR(S) and COUNTY with respect to the subject matter hereof and supersedes all
8 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and
9 understandings of any nature whatsoever unless expressly included in this Agreement.

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

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COUNTY OF FRESNO



Ernest Buddy Mendes, 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: Susan Bishop
Deputy

PLEASE SEE ADDITIONAL SIGNATURE PAGES ATTACHED

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
Account/Program: 7295/0
Organizations/Cost Centers: 5630

1 ON CALL TRANSPORT, INC.

2 
3 _____
(Authorized Signature)

4 _____
5 Print Name
6 Linda Cooper
7 _____

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16 Mailing Address:
17 On Call Transport, Inc.
18 1942 Cromwell Avenue
19 Clovis, CA 93611
20 (559) 248-9100
Contact: Linda Cooper, Owner

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CONTRACTOR

Fresno Economic Opportunities Commission

By Emilia Reyes

Print Name Emilia Reyes

Title Chief Executive Officer

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

By S Nalia

Print Name Salam Nalia

Title Chief Financial Officer

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

Mailing Address:

Fresno Economics Opportunities Commission
3110 W Nielsen Ave
Fresno, CA 93706
(559) 263-8004
Contact: Monty Cox, Transit Systems Director

List of Contractors

On Call Transport, Inc.
1942 Cromwell Avenue
Clovis, CA 93611
(559) 248-9100
Contact: Linda Cooper, Owner

Fresno Economics Opportunities Commission
3110 W Nielsen Ave
Fresno, CA 93706
(559) 263-8004
Contact: Emilia Reyes, Chief Executive Officer

SCOPE OF WORK

CONTRACTOR(S) shall provide services twenty-four (24) hours per day, seven (7) days a week, to transport individuals with behavioral health needs to and from out-of-county and in-county locations as requested by the County on an as-needed basis.

CONTRACTOR'S RESPONSIBILITIES:

1. Service will include traveling to facilities designated by COUNTY to pick up identified persons and transport them to a residence, facility, or alternative location as per discharge instructions. The residence, facility, or alternative location for drop-off of individuals may be anywhere within Fresno County limits, including the metropolitan area of Fresno/Clovis as well as all rural communities in Fresno County. Locations of designated facilities outside of Fresno County to pick up persons may include, but not be limited to, Visalia, Bakersfield, Merced, Ventura and Sacramento.
2. Transports may also include transports from an out-of-county secure facility to court in Fresno County and/or appointments with a medical provider in Fresno County, and then back to the out-of-county secure facility from court in Fresno County and/or an appointment with a medical provider in Fresno County. Service may include return transport to the designated facility on the same day or next day as determined by COUNTY.
3. Transports may include transferring individuals from one out-of-county facility to another out-of-county facility.
4. CONTRACTOR(S) shall provide two or more drivers when deemed necessary by COUNTY.
5. Transports may include between one and five passengers per trip.
6. Transports may be required more than once per day for round trips, etc.
7. Transportation services are to be available 24 hours per day, Monday through Friday, weekends and holidays.
8. CONTRACTOR(S) shall provide transportation services for persons who have wheelchairs, walkers, other medical devices/needs, or who may require Hoyer lifts or otherwise require assistance boarding the vehicle and securing any seatbelts. CONTRACTOR(S) may be required to perform transports for bariatric individuals, i.e. persons larger than most standard vehicles can accommodate. CONTRACTOR(S) shall work closely with the COUNTY staff that request transport of individuals with such specialized needs to ensure the transport is safe and secure.
9. CONTRACTOR(S) shall participate in general compliance training provided by the COUNTY within 45-60 days of contract execution. In addition, contractor shall participate in Mental Health First Aid (MHFA) training, code of conduct training, ethics training, and other training deemed appropriate by COUNTY to help ensure passenger safety and drivers' awareness of the needs of the passengers to be transported.

10. CONTRACTOR(S) shall provide a location within their vehicles for personal effects of passenger(s) to be secured such as locked box in trunk, etc.

11. CONTRACTOR(S) shall provide a secure location for passenger medication. During longer trips to/from out-of-county facilities, CONTRACTOR(S) will make available such medications when passenger requires dosage.

12. CONTRACTOR(S) shall respond to the departments' request for service within thirty (30) minutes of request.

13. County service call requests must be answered by a live person, answering machines are not acceptable.

COUNTY'S RESPONSIBILITIES:

1. COUNTY shall provide general compliance training within 45-60 days of contract execution. In addition, COUNTY shall assist CONTRACTOR(S) in participating in Mental Health first aid (MHFA) training, code of conduct training, ethics training, and other training deemed appropriate for the vendor by COUNTY to better assist DBH persons served.

2. COUNTY shall provide as much advance notice as possible when requesting transportation; however, some requests for transportation may be placed by COUNTY with less than two (2) hours' notice to the CONTRACTOR(S).

3. COUNTY shall notify CONTRACTOR(S) of the pickup location of each person and the destination of each passenger(s) to be transported.

4. COUNTY shall provide contact(s) information for appropriate COUNTY staff to help resolve any issues that may arise before, or during, transports, such as individuals not being present or ready at pick up site, or drop off location not being appropriate, or willing, to receive individuals

5. Initial request for transportation service from COUNTY will provide the contact name of the County representative requesting the service, passenger(s) information, pickup and drop off location, payment information and any special instructions with regard to the transport.

6. Wait time shall commence after 15minutes and shall be billed in 15-minute increments.

7. Whereas need for transportation varies, COUNTY is under no obligation to guarantee any volume of service to CONTRACTOR(S).

QUOTATION SCHEDULE

Vehicle Type (Van / Car / Car with safety enclosure)	Rate	Additional Charges
Car	\$40.00 flat rate per Round-trip, plus \$3.00 per mile with passenger, \$1.00 per mile without passenger, \$40.00 per hour wait time (billed in 15-minute increments) \$35.00 no show	Holiday charge: \$50.00
Car with Safety Enclosure	\$60.00 flat rate per Round-trip, plus \$4.00 per mile with passenger, \$1.00 per mile without passenger, \$40.00 per hour wait time (billed in 15-minute increments) \$60.00 no show	Additional driver/attendant: \$20/hour.
Van	\$45.00 flat rate per Round-trip, plus \$3.00 per mile with passenger, \$1.00 per mile without passenger, \$40.00 per hour wait time (billed in 15-minute increments) \$45.00 no show	

Fresno Economic Opportunities Commission

Vehicle Type (Van / Car / Car with safety enclosure)	Rate	Additional Charges
Car	\$156.00 flat rate per Round-trip, plus \$2.76 per mile with passenger, \$2.66 per mile without passenger, \$19.50 per hour wait time (billed in 15-minute increments) \$156.00 no show	Short notice charge (under 2 hours): \$78.00 Holiday charge: \$78.00
Car with Safety Enclosure	\$179.40 flat rate per Round-trip, plus \$3.36 per mile with passenger, \$3.26 per mile without passenger, \$22.43 per hour wait time (billed in 15-minute increments) \$179.40 no show	
Van	\$156.00 flat rate per Round-trip, plus \$3.32 per mile with passenger, \$3.22 per mile without passenger, \$19.50 per hour wait time (billed in 15-minute increments) \$156.00 no show	

Exhibit D
Service Analysis

Fresno County DBH 07/01/XX - 06/30/XX							
Gurney		Total Miles	Add'l Attendant	Wheelchair		Total Miles	Add'l Attendant
January	0	0	0	January	0	0	0
February	0	0	0	February	0	0	0
March	0	0	0	March	3	132	0
April	0	0	0	April	2	12	0
May	0	0	0	May	0	0	0
June	0	0	0	June	0	0	0
July	0	0	0	July	1	6	0
August	0	0	0	August	2	12	0
September	0	0	0	September	2	362	0
October	0	0	0	October	2	12	2
November	0	0	0	November	0	0	0
December	0	0	0	December	0	0	0
	0	0	0		12	536	2
Safety Enclosure		Total Miles	Add'l Attendant	Ambulatory (Non-Safety Enclosure)		Total Miles	Add'l Attendant
January	10	1,216	0	January	3	382	0
February	14	2,479	0	February	8	428	0
March	20	1,929	0	March	28	1,522	0
April	4	712	0	April	28	2,240	0
May	0	0	0	May	0	0	0
June	0	0	0	June	0	0	0
July	3	348	0	July	8	394	0
August	12	1,677	0	August	12	638	0
September	10	1,550	9	September	9	764	0
October	9	2,447	6	October	2	95	0
November	10	1,378	0	November	3	109	0
December	7	1,179	0	December	7	299	0
	99	14,915	15		108	6,871	0

MENTAL HEALTH STATE 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 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 shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in this Agreement. No person shall, because of ethnic group identification, age, sex, 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 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 can show clear and convincing evidence to the satisfaction of 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 who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

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

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.
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.

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: ___/___/___

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?
If yes, give date. _____

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) 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: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

FRESNO COUNTY MENTAL HEALTH PLAN
GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____
Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____
List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* *inconsequential* *consequential* *death* *not applicable* *unknown*

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____
Completed by (signature) _____ Date completed _____
Reviewed by Supervisor (print name) _____
Supervisor Signature _____ Date _____

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR related to the provision of Family Advocacy Services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (PC) section (§) 11165.9.

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

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

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

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

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

SIGNATURE _____ DATE _____