

MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "**CONTRACTORS**", 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), is in need of qualified agencies to provide recruiting services for temporary staffing of Licensed Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), Licensed Professional Clinical Counselors (LPCC), Licensed Vocational Nurses (LVN), Registered Nurses (RN), and Nurse Practitioners (NP) according to the terms and conditions of this Agreement; and

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

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

1. OBLIGATIONS OF THE CONTRACTOR(S)

A. CONTRACTOR(S) shall perform all services and fulfill all responsibilities identified in COUNTY'S RFSQ No. 18-053 dated June 25, 2018 and CONTRACTOR(S) responses to said RFSQ No. 18-053, all incorporated by reference and herein made part of this Agreement. CONTRACTOR(S) shall perform all services as described in Exhibit B attached hereto and with this reference incorporated herein, at the rates set forth in Exhibit C-1, *et seq.*, attached hereto and incorporated herein by this reference.

In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority to: (1) this Agreement, including all amendments thereto but excluding COUNTY's RFSQ No. 18-053 and CONTRACTOR(S)

Responses to COUNTY's RFSQ No. 18-053; 2) to COUNTY's RFSQ No. 18-053; and 3) to CONTRACTOR(S) Responses to COUNTY's RFSQ No. 18-053. A copy of COUNTY's RFSQ No. 18-053, and CONTRACTOR(S)' Responses thereto, shall be retained and made available during the term of this Agreement by COUNTY's Purchasing Department.

B. Each CONTRACTOR warrants that it possesses all licenses and certificates required by local, State of California and/or Federal laws and regulations for the conduct of its business and shall operate its business in accordance with all applicable laws and regulations. Each CONTRACTOR further warrants that all of its personnel performing services under this Agreement shall be licensed and certified where required, to lawfully perform their duties and shall maintain such licensure and certifications throughout the term of this Agreement.

CONTRACTOR(S) shall maintain copies of all licenses and certifications noted above and shall allow COUNTY to review these documents upon request. CONTRACTOR(S) shall provide qualified individuals that reside in Fresno County to provide services.

C. Each CONTRACTOR performing services under this Agreement shall execute a "Services & Compensation" which will become part of this Agreement, as Exhibit C-1 *et. seq.* Each "Services & Compensation" shall specify the services to be provided by the individual CONTRACTOR and the specific services, and rates, COUNTY requires of each CONTRACTOR. Once the CONTRACTOR(S) has signed, dated and returned the "Services & Compensation" to COUNTY, COUNTY's DBH Director, or designee, shall review the "Services & Compensation". Upon the execution of the "Services & Compensation" by COUNTY's DBH Director, or designee, as described herein, the CONTRACTOR(S) shall be added to this Agreement.

2. TERM

This Agreement shall become effective retroactive to the 1st day of November, 2018 and shall terminate on the 30th day of June, 2021. CONTRACTOR(S) added to this Agreement after November 1, 2018, shall become part of the Agreement effective upon the date the executed "Services & Rates" is received and approved by the COUNTY's DBH Director, or designee, as set forth in Section 1, Paragraph C of this Agreement.

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Effective July 1, 2021, this Agreement, subject to satisfactory performance and subject to available funding each year, shall be extended for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given no later than thirty (30) days prior to the close of the current Agreement term by COUNTY's DBH Director, or designee, or one (1) or more CONTRACTOR(S). A CONTRACTOR(S)' written notice of non-renewal shall only apply to that CONTRACTOR(S)' involvement in this Agreement.

The June 30th termination date specified herein shall be the termination date for all CONTRACTORS, regardless of when CONTRACTOR(S) is added to this Agreement. Any 12-month renewal period of this Agreement for any CONTRACTOR(S) already providing services under this Agreement shall commence on July 1, 2022 and 2023, as appropriate.

3. TERMINATION

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

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

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

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR(S). Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR(S) the repayment to the COUNTY of any funds disbursed to CONTRACTOR(S) under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. Each

1 CONTRACTOR(S) shall promptly refund any such funds upon demand or, at the COUNTY's option
2 such repayment shall be deducted from future payments owing to that CONTRACTOR(S) under this
3 Agreement. COUNTY shall provide notice to the CONTRACTOR(S) of such breach or default prior to
4 taking any action to suspend payments or terminate the Agreement.

5 In addition, each CONTRACTOR(S) shall have the right to terminate this Agreement
6 upon giving a written thirty (30) day notice to COUNTY, in the event COUNTY fails to comply with the
7 term of this Agreement or fails to perform its services as stated herein.

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Agreement may be terminated by COUNTY's DBH Director, or designee, or one (1) or more
10 CONTRACTOR(S) upon the giving of thirty (30) days advance written notice of an intention to
11 terminate.

12 **4. COMPENSATION**

13 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to receive
14 compensation for successful placement of staff in accordance with this Agreement and Exhibit B, and
15 in accordance with the compensation rates identified by each CONTRACTOR(S) within their
16 respective "Services & Compensation", as set forth herein as Exhibit C-1 *et. seq.*

17 A. The maximum amount of compensation to be paid to all CONTRACTORS
18 collectively for rate charges for the first 12-month period of the initial contract term, (November 1,
19 2018 through June 30, 2019) shall not exceed the amount of One Million, Seven Hundred Thirty-
20 Three Thousand, Three Hundred and Thirty-Three and No/100 Dollars (\$1,733,333.00).

21 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
22 rate charges for the second 12-month period of the initial contract term, (July 1, 2019 through June
23 30, 2020) shall not exceed the amount of Two Million, Six Hundred Thousand and No/100 Dollars
24 (\$2,600,000.00).

25 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
26 rate charges for the third 12-month period of the initial contract term, (July 1, 2020 through June 30,
27 2021) shall not exceed the amount of Two Million, Six Hundred Thousand and No/100 Dollars
28 (\$2,600,000.00).

1 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
2 rate charges for the first 12-month period of the renewal contract term (July 1, 2021 through June 30,
3 2022), if the contract is renewed, shall not exceed the amount of Two Million, Six Hundred Thousand
4 and No/100 Dollars (\$2,600,000.00).

5 The maximum amount of compensation to be paid to all CONTRACTORS collectively for
6 rate charges for the second 12-month period of the renewal contract term (July 1, 2022 through June
7 30, 2023), if the contract is renewed, shall not exceed the amount of Two Million, Six Hundred
8 Thousand and No/100 Dollars (\$2,600,000.00).

9 In no event shall the total maximum amount for the services provided by
10 CONTRACTORS collectively under the terms and conditions of this Agreement for the entire five (5)
11 year term exceed Twelve Million, One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three
12 and No/100 Dollars (\$12,133,333.00).

13 It is acknowledged by all parties hereto that the rate(s) specified in each
14 CONTRACTOR(S)' "Services & Compensation" may change during the term of this Agreement and
15 such rate changes must be approved by COUNTY's DBH Director, or designee, upon receipt of a
16 written application for such a rate increase. Any such approved rate change shall become a part of
17 this Agreement. It is also acknowledged that as additional CONTRACTORS are added to this
18 Agreement, Exhibit C-1 *et seq.* shall be updated to include the specific "Services & Compensation"
19 which includes services and rates for each added CONTRACTOR, and shall be effective upon
20 approval and execution by COUNTY's DBH Director, or designee.

21 Commencing April 1st of each term of this Agreement, each CONTRACTOR shall
22 provide to COUNTY's DBH a new "Services & Compensation" with the updated rates of services for
23 the following 12-month term of the Agreement (beginning with the new fiscal year). Said updated
24 "Services & Compensation" shall be reviewed for approval by COUNTY's DBH Director, or designee,
25 as set forth in Section 1, Paragraph D of this Agreement.

26 In the event CONTRACTOR(S) fails to comply with any provisions of this Agreement,
27 COUNTY shall withhold payment until such time as the non-compliance has been corrected.

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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), INVOICING, herein.

4 C. Payments shall be made after receipt and verification of hours worked by each
5 staff person, as identified in Exhibit C-1 *et. seq.*, and shall be documented to COUNTY on a monthly
6 basis by the tenth (10th) of the month following the month of said expenditures.

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

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

15 **5. INVOICING**

16 A. CONTRACTOR(S) shall invoice COUNTY in arrears by the tenth (10th) day of
17 each month for the prior month's actual services rendered to DBHInvoices@fresnocountyca.gov and
18 a carbon copy to the assigned COUNTY DBH Mental Health Contracts Staff Analyst.

19 B. At the discretion of COUNTY's DBH Director, or designee, if an invoice is
20 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall
21 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper
22 after five (5) days prior notice to CONTRACTOR(S). CONTRACTOR(S) agrees to continue to
23 provide services for a period of ninety (90) days after notification of an incorrect or improper invoice.
24 If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,
25 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the
26 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices
27 received ninety (90) days after the expiration of each term of this Agreement or termination of this
28 Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have

1 the right to deny payment of any additional invoices received.

2 C. CONTRACTOR(S) shall submit monthly invoices and supporting documentation
3 that itemize the line item charges for monthly service costs (per applicable compensation rates, as
4 identified in Exhibit C-1 *et. seq.*). The invoices and supporting documenation will serve as tracking
5 tools to determine if CONTRACTOR(S)' service costs are in accordance with its negotiated maximum
6 compensation, as set forth in Exhibit C-1 *et. seq.*

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

11 E. CONTRACTOR(S) must maintain such financial records for a period of seven (7)
12 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR(S) will
13 be responsible for any disallowances related to inadequate documentation.

14 **6. INDEPENDENT CONTRACTOR**

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

27 Because of its status as an independent contractor, CONTRACTOR(S), its instructors,
28 employees and students, shall have absolutely no right to employment rights and benefits available to

COUNTY employees. CONTRACTOR(S) shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR(S) shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. As between COUNTY and CONTRACTOR(S), should the students be deemed employees, by any governmental or regulatory body, the students shall be the employees of the CONTRACTOR(S). It is acknowledged that during the term of this Agreement, CONTRACTOR(S) may be providing services to others unrelated to COUNTY or to this Agreement.

7. MODIFICATION

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

Notwithstanding the above, changes to the List of Contracted Providers (Exhibit A), including changes to CONTRACTOR(S)' addresses, as well as changes to the "Services & Rates" (Exhibit C-1 *et. seq.*) for rate adjustments and changes to the type of temporary staffing classifications made available by CONTRACTOR(S) may be made with the written approval of the COUNTY's DBH Director, or designee, and the individual CONTRACTOR. In addition, non-material changes to the Scope of Work (Exhibit B) as needed to accommodate revisions in the law relating to mental health treatment services may be made with the signed written approval of COUNTY's DBH Director, or designee, and respective CONTRACTOR(S) through an amendment approved by COUNTY's County Counsel and Auditor/Controller/Treasurer-Tax Collector. Said changes shall not result in any change to the maximum compensation amount payable by COUNTY to CONTRACTOR(S), as stated herein.

8. NON-ASSIGNMENT

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

9. HOLD-HARMLESS

CONTRACTOR(S) agrees to indemnify, save, hold harmless, and at COUNTY's request,

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

8 CONTRACTOR(S) agrees to indemnify COUNTY for Federal and/or State of California
9 audit exceptions resulting from noncompliance herein on the part of CONTRACTOR(S).

10 **10. INSURANCE**

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

15 **A. Commercial General Liability**

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 **B. Automobile Liability**

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million
23 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
24 include any auto used in connection with this Agreement.

25 **C. Professional Liability**

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

1 D. Worker's Compensation

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

4 E. Molestation

5 Sexual abuse / molestation liability insurance with limits of not less than One Million
6 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This
7 policy shall be issued on a per occurrence basis.

8 Additional Requirements Relating to Insurance

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

17 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
18 and employees any amounts paid by the policy of worker's compensation insurance required by this
19 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
20 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
21 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

22 Within Thirty (30) days from the date CONTRACTOR signs and executes this
23 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above
24 for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of
25 the official who will administer this contract), stating that such insurance coverage have been
26 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
27 responsible for any premiums on the policies; that such Commercial General Liability insurance
28 names the County of Fresno, its officers, agents and employees, individually and collectively, as

1 additional insured, but only insofar as the operations under this Agreement are concerned; that such
2 coverage for additional insured shall apply as primary insurance and any other insurance, or
3 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and
4 not contributing with insurance provided under CONTRACTOR's policies herein; and that this
5 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written
6 notice given to COUNTY.

7 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
8 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
9 this Agreement upon the occurrence of such event.

10 All policies shall be issued by admitted insurers licensed to do business in the State of
11 California, and such insurance shall be purchased from companies possessing a current A.M. Best,
12 Inc. rating of A FSC VII or better.

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

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

22 **12. LICENSES/CERTIFICATES**

23 Throughout the term of this Agreement, CONTRACTOR(S) and CONTRACTOR(S)' staff
24 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
25 necessary for the provision of the services hereunder and required by the laws and regulations of the
26 United States of America, State of California, the County of Fresno, and any other applicable
27 governmental agencies. CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability
28 to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions

1 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) and
2 CONTRACTOR(S)' staff shall comply with all applicable laws, rules or regulations, as may now exist
3 or be hereafter changed.

4 **13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

5 A. The parties to this Agreement shall be in strict conformance with all applicable
6 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
7 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,
8 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the Health
9 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et*
10 *seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited
11 to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic
12 and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and
13 the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic
14 information.

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

23 B. CONTRACTOR(S), including its subcontractors and employees, shall protect,
24 from unauthorized access, use, or disclosure of names and other identifying information, including
25 genetic information, concerning persons receiving services pursuant to this Agreement, except where
26 permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections
27 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons
28 receiving services pursuant to a COUNTY funded program. This requirement applies to electronic PHI.

1 CONTRACTOR(S) shall not use such identifying information or genetic information for any purpose
2 other than carrying out CONTRACTOR's obligations under this Agreement.

3 C. CONTRACTOR(S), including its subcontractors and employees, shall not
4 disclose any such identifying information or genetic information to any person or entity, except as
5 otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or
6 other law, required by the Secretary, or authorized by the client/patient in writing. In using or
7 disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR(S) shall make
8 reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use,
9 disclosure or request.

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

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

18 F. CONTRACTOR(S) shall provide access, at the request of COUNTY, and in the
19 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
20 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section
21 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall
22 be provided within thirty (30) days from request. Access may be extended if CONTRACTOR(S)
23 cannot provide access and provides individual with the reasons for the delay and the date when
24 access may be granted. PHI shall be provided in the form and format requested by the individual or
25 COUNTY.

26 CONTRACTOR(S) shall make any amendment(s) to PHI in a designated record
27 set at the request of COUNTY or individual, and in the time and manner designated by COUNTY in
28 accordance with 45 CFR Section 164.526.

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

G. CONTRACTOR(S) shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR(S) shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. CONTRACTOR(S) shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Dept. of Behavioral Health
HIPAA Representative
(559) 600-6798
3147 N. Millbrook Ave.
Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
(559) 600-6439
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

H. CONTRACTOR(S) shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR(S) on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not

1 limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR(S) shall
2 make its internal practices, books, and records relating to the use and disclosure of PHI received from
3 COUNTY, or created or received by the CONTRACTOR(S) on behalf of COUNTY, available to the
4 United States Department of Health and Human Services (Secretary) upon demand.

5 CONTRACTOR(S) shall cooperate with the compliance and investigation reviews
6 conducted by the Secretary. PHI access to the Secretary must be provided during the
7 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time
8 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
9 CONTRACTOR(S) and in possession of a subcontractor, it must certify efforts to obtain the
10 information to the Secretary.

11 I. Safeguards

12 CONTRACTOR(S) shall implement administrative, physical, and technical
13 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and
14 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it
15 creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access,
16 viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.

17 CONTRACTOR(S) shall conduct an accurate and thorough assessment of the potential risks and
18 vulnerabilities to the confidentiality, integrity and availability of electronic PHI. CONTRACTOR(S) shall
19 develop and maintain a written information privacy and security program that includes administrative,
20 technical and physical safeguards appropriate to the size and complexity of CONTRACTOR(S)'s
21 operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR(S)
22 shall provide COUNTY with information concerning such safeguards.

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

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1. Passwords must not be:
 - a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - b. A dictionary word; or
 - c. Stored in clear text
2. Passwords must be:
 - a. Eight (8) characters or more in length;
 - b. Changed every ninety (90) days;
 - c. Changed immediately if revealed or compromised; and
 - d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - 1) Upper case letters (A-Z);
 - 2) Lowercase letters (a-z);
 - 3) Arabic numerals (0 through 9); and
 - 4) Non-alphanumeric characters (punctuation symbols).

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

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

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

CONTRACTOR(S) shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been

1 validated by the National Institute of Standards and Technology (NIST) as conforming to the
2 Advanced Encryption Standard (AES) Algorithm. CONTRACTOR(S) must apply appropriate
3 sanctions against its employees who fail to comply with these safeguards. CONTRACTOR(S) must
4 adopt procedures for terminating access to PHI when employment of employee ends.

5 J. Mitigation of Harmful Effects

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

10 K. CONTRACTOR(S)' Subcontractors

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

16 L. Employee Training and Discipline

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

22 M. Termination for Cause

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

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

28 ///

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's Privacy Officer
4 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

5 N. 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 O. 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 subcontractors 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 P. 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 solely
28 responsible for all decisions made by CONTRACTOR(S) regarding the safeguarding of PHI.

1 Q. 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 R. 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 S. 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 T. 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 U. 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 V. No Waiver of Obligations

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

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

14. DATA SECURITY

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

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

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

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

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

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

C. COUNTY-Owned Computer Equipment

CONTRACTOR(S), including its subcontractors and employees, may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, 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
10 128 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)' response to all incidents
16 arising from a possible breach of security related to COUNTY's confidential client information
17 provided to CONTRACTOR(S). CONTRACTOR(S) will be responsible to issue any notification to
18 affected 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 **15. NON-DISCRIMINATION**

22 During the performance of this Agreement, CONTRACTOR(S) shall not unlawfully
23 discriminate against any employee or applicant for employment, or recipient of services, because of
24 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
25 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
26 sexual orientation, or military or veteran status, pursuant to all applicable State of California and
27 Federal statutes and regulations.
28

1 **16. CULTURAL COMPETENCY**

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

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

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

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

15 D. CONTRACTOR(S) shall provide and pay for interpreting and translation services
16 to persons participating in CONTRACTOR(S)' services who have limited or no English language
17 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
18 shall be provided as necessary to allow such participants meaningful access to the programs,
19 services and benefits provided by CONTRACTOR(S). Interpreter and translation services, including
20 translation of CONTRACTOR(S)' "vital documents" (those documents that contain information that is
21 critical for accessing CONTRACTOR(S)' services or are required by law) shall be provided to
22 participants at no cost to the participant. CONTRACTOR(S) shall ensure that any employees,
23 agents, subcontractors, or partners who interpret or translate for a program participant, or who
24 directly communicate with a program participant in a language other than English, demonstrate
25 proficiency in the participant's language and can effectively communicate any specialized terms and
26 concepts peculiar to CONTRACTOR(S)' services.

27 E. In compliance with the State mandated Culturally and Linguistically Appropriate
28 Services standards as published by the Office of Minority Health, CONTRACTOR(S) must submit to

COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR(S)' plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>. COUNTY's annual on-site review of CONTRACTOR(S) shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR(S)' plan must be updated accordingly.

17. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R. Title 42 Sections 445.101, 455.104, 455.105, and 455.106(a)(1)(2), the following information must be disclosed by CONTRACTOR(S) by completing Exhibit D, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein. CONTRACTOR(S) shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S) shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit D, "Disclosure of Ownership and Control Interest Statement. Submissions shall be scanned PDF copies and are to be sent via email to DBHAdministration@fresnocountyca.gov, Attention: Mental Health Contracted Services.

18. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

1. 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;
2. Violation of a federal or state antitrust statute;
3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
4. False statements or receipt of stolen property.

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

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

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit E, attached hereto and by this reference incorporated herein. Additionally, CONTRACTOR must immediately advise the COUNTY in writing if, during the term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list system (<http://www.sam.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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1 **19. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

13 **20. SEVERABILITY**

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

17 **21. SEPARATE AGREEMENT**

18 It is mutually understood by the parties that this Agreement does not, in any way, create
19 a joint venture among the individual CONTRACTORS. By execution of the Agreement,
20 CONTRACTORS understand that a separate Agreement is formed between each individual
21 CONTRACTOR and COUNTY.

22 **22. AUDITS AND INSPECTIONS**

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

28 ///

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

4 **23. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTORS</u>
Director, Fresno County	
Department of	SEE EXHIBIT A
Behavioral Health	
3133 N. Millbrook Avenue	
Fresno, CA 93703	

7
8
9
10
11 Any and all notices between COUNTY and CONTRACTOR(S) provided for or permitted
12 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
13 delivered to one of the parties, or in lieu of such personal service, when deposited in the United
14 States Mail, postage prepaid, addressed to such party.

15 **24. GOVERNING LAW**

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

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

20 **25. ENTIRE AGREEMENT**

21 This Agreement, including all Exhibits, COUNTY's RFSQ No. 18-053 and
22 CONTRACTOR(S) Response(s) to COUNTY's RFSQ No. 18-053 constitutes the entire agreement
23 between CONTRACTOR(S) and COUNTY with respect to the subject matter hereof and supersedes
24 all previous agreement negotiations, proposals, commitments, writings, advertisements, publications,
25 and understandings of any nature whatsoever unless expressly included in this Agreement.

26 ///

27 ///

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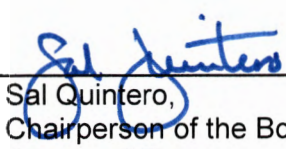
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3
4

5 **CONTRACTORS:**

COUNTY OF FRESNO

6
7 **PLEASE SEE ADDITIONAL**

8 **SIGNATURE PAGES ATTACHED**

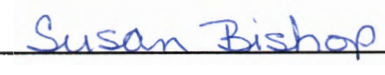
9
10 By 

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

14
15 Date 12-4-18

16 **ATTEST:**

17 Bernice E. Seidel,
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By 

21
22 Date 12-4-18
23
24

25 Fund/Subclass: 0001/10000

26 Organization: 56302007

27 Account/Program: 7295/0
28

1 **CONTRACTOR:**

2 **ALL-N-ONE SERVICES**

3
4 By E. Ann Gulix

5
6 Print Name E. Ann Gulix

7 Title President/CEO

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

10 Date 10/11/2018

11
12 By Trudi Langley

13
14 Print Name Trudi Langley

15
16 Title Vice President

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

21 Date 10/11/18

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

24
25 Mailing Address:

26 12115 English Brook Circle

27 Humble, Texas 77346

28 Phone #: (281) 812-3553

Contact: President/CEO

1 **CONTRACTOR:**

2 **ALL'S WELL, INC.**

3
4 By 

5
6 Print Name BRETT W. HOWROYD

7 Title PRESIDENT

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

10 Date 10-31-18

11
12 By 

13
14 Print Name MICHAEL A. HOYAL
15 CFO

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

21 Date 10/31/18

22 **PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

23 Mailing Address:
24 16371 Beach Boulevard, Suite 240
25 Huntington Beach, California 92647
26 Phone #: (866) 493-8343
27 Contact: Executive Vice President
28

1 **CONTRACTOR:**

2 **AXION HEALTHCARE, LLC**

3
4
5 By James Koeppl

6 Print Name James Koeppl

7
8 Title President

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

10 Date 10/18/18

11
12
13 By _____

14
15 Print Name _____

16 Title _____

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

20 Date _____

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

25 **Mailing Address:**

26 350 Sentry Parkway Building 620 Suite 200

27 Blue Bell, Pennsylvania 19422

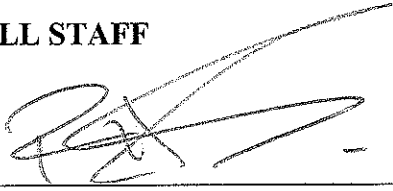
28 Phone #: (610) 825-2487

Contact: Vice President

~~Blue Bell, Pennsylvania 19422~~
~~Phone #: (610) 825-2487~~
~~Contact: Vice President~~

CONTRACTOR:

CELL STAFF

By 

Print Name

Rami Isa

Title

Managing Partner

Chairman of the Board, or

President or any Vice President

Date

10/22/18

By 

Print Name

Grant Hargis

Title

Director of Operations

Secretary of Corporation, or

Any Assistant Secretary, or

Chief Financial Officer, or

Any Assistant Treasurer

Date

10/22/2018

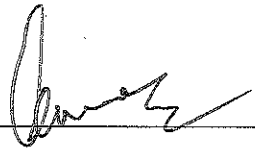
**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

Mailing Address:

1715 N. Westshore Blvd, Suite 410

1 **CONTRACTOR:**

2 **DISKRITER, INC.**

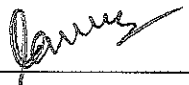
3
4 By  _____

5
6 Print Name Laveena Yadav

7
8 Title Chief Executive Chief

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

10 Date 10/15/2018

11
12
13 By  _____

14
15 Print Name Laveena Yadav

16 Title Secretary

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

20 Date 10/15/2018

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

24
25 Mailing Address:

26 2840 Library Road, Suite 300
Pittsburgh, Pennsylvania 15234
27 Phone #: 1(800) 242-1622
Contact: Chief Executive Offer

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**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

1 **CONTRACTOR:**

2 **INFOJINI INC.**

3
4 By Sandeep

5
6 Print Name Sandeep Harjani

7
8 Title President

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

10 Date 10/16/2018

11
12
13 By Sandeep

14
15 Print Name SANDEEP HARJANI

16 Title CFO

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

20 Date 10/16/2018

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

24
25 Mailing Address:

26 10015 Old Columbia Road, Suite B215

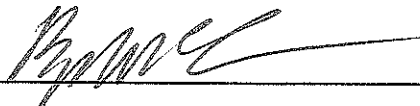
27 Columbia, Maryland 21046

28 Phone #: (443) 257-0086

Contact: Director

1 **CONTRACTOR:**

2 **MAXIM HEALTHCARE SERVICES, INC.**

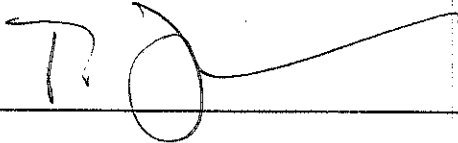
3
4 By  _____

5
6 Print Name Brandon McGee

7 Title Assistant Controller

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

10 Date October 31st, 2018

11
12 By  _____

13
14 Print Name TJ Lisa

15 Title Senior Vice President, General Counsel

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

20 Date October 31st, 2018

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

23 **Mailing Address:**

24 6051 N. Fresno Street Suite 102

25 Fresno, California 93710

26 Phone #: (559) 224-0299

27 Contact: Business Development Manager

1 **CONTRACTOR:**

2 **QUALITY PLACEMENT AUTHORITY**

3
4 By 

5
6 Print Name

Rocio Castro

7 Title

President

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

10 Date

10/12/18

11
12 By _____

13
14 Print Name _____

15
16 Title _____

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

21
22 Date _____

23
24
25 **PLEASE SEE ADDITIONAL**
26 **SIGNATURE PAGES ATTACHED**

27 Mailing Address:

28 1485 Response Road, Suite 108

Sacramento, California 95815

Phone #: (916) 924-0250

Contact: Senior Division Director

1 **CONTRACTOR:**

2 **SHC SERVICES, INC.**

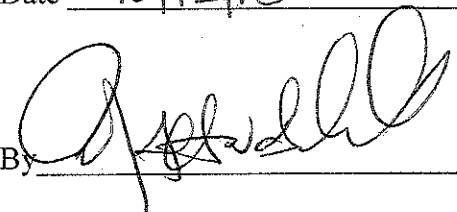
3
4 By  _____

5
6 Print Name Tammy Bills

7
8 Title Vice President & Controller

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

10 Date 10/12/18

11
12 By  _____

13
14 Print Name Monty Haudeshell

15
16 Title CFO

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

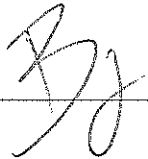
20 Date 10/12/18

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

24
25 Mailing Address:
26 1640 W. Redstone Center Drive, Suite 200
27 Park City, Utah 84098
28 Phone #: (866) 268-2411
Contact: Senior Market Manager

1 **CONTRACTOR:**

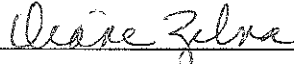
2 **SPECTRUM ACCOUNTABLE CARE COMPANY**

3
4 By 

5
6 Print Name Barry Goldstein

7
8 Title President

9
10 Date 10/15/18

11
12 By 

13
14 Print Name Diane Zelna

15
16 Title Assistant Secretary

17
18 Date 10-15-18

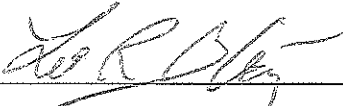
19
20
21 **PLEASE SEE ADDITIONAL**
22 **SIGNATURE PAGES ATTACHED**

23 Mailing Address:
24 930 S. 3rd Street, Suite 200
25 Las Vegas, Nevada 89101
26 Phone #: (702) 728-3550
27 Contact: Contracts Manager

28 **CONTRACTOR:**

1 **CONTRACTOR:**

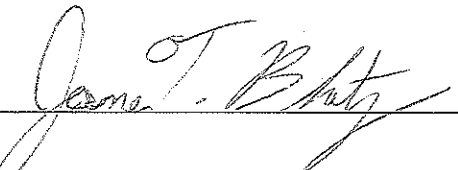
2 **WORLDWIDE TRAVEL STAFFING, LIMITED**

3
4
5 By 

6 Print Name Leo R. Blatz

7
8 Title Chief Executive Officer
9 Chairman of the Board, or
President or any Vice President

10 Date October 10, 2018

11
12
13 By 

14 Print Name Jane T. Blatz

15
16 Title Secretary and Vice President
17 Secretary of Corporation, or
18 Any Assistant Secretary, or
19 Chief Financial Officer, or
Any Assistant Treasurer

20 Date October 10, 2018

21
22
23
24
25 Mailing Address:
26 2829 Sheridan Drive
27 Tonawanda, New York 14150
28 Phone #: (866) 633-3700
Contact: Chief Executive Officer

LIST OF CONTRACTORS

CONTRACTOR NAME	EXHIBIT REFERENCE
1. All-N-One Services, LLC	C-1
2. All's Well, Inc.	C-2
3. Axion Healthcare, LLC	C-3
4. Cell Staff, LLC	C-4
5. Diskriter, Inc.	C-5
6. <i>Intentionally Left Blank</i>	C-6
7. Infojini, Inc.	C-7
8. Maxim Healthcare Services, Inc.	C-8
9. Quality Placement Authority	C-9
10. SHC Services, Inc.	C-10
11. Spectrum Accountable Care Company	C-11
12. Worldwide Travel Staffing, Ltd	C-12

Contact Information

1. All-N-One Service, LLC
Contact: E. Ann Guliex, President/CEO
12115 English Brook Circle
Humble, Texas 77346
(281) 812-3550 Phone
(281) 812-3553 Fax
annguliex@all-n1.com
2. All's Well, Inc.
Contact: Carlton G. Bryant, Executive Vice President
16371 Beach Boulevard, Suite 240
Huntington Beach, California 92647
(866) 493-8343 Phone
(714) 596-7798 Fax
govsolutions@allswell.com
3. Axion Healthcare, LLC
Contact: Christine Swan, Vice President
350 Sentry Parkway Building 620, Suite 200
Blue Bell, Pennsylvania 19422
(610) 825-2487 Phone
(610) 771-4136 Fax
cswan@axionllc.com
4. Cell Staff, LLC
Contact: Grant Hargis, Director or Rami Isa, Owner
1715 N. Westshore Boulevard, Suite 410
Tampa, Florida 33607
(855) 561-1715 Phone
(813) 433-5159 Fax
Bids@cellstaff.com
5. Diskriter, Inc.
Contact: Laveena Yadav, Chief Executive Officer
2840 Library Road, Suite 300
Pittsburgh, Pennsylvania 15234
1 (800) 242-1622 Phone
(877) 815-6528 Fax
Laveena.Yadav@Diskriter.com

6. *Intentionally Left Blank*
7. Infojini, Inc.
Contact: Sandeep Harjani, Director
10015 Old Columbia Road, Suite B215
Columbia, Maryland 21046
(443) 257-0086 Phone
(443) 283-4249 Fax
Statebids@infojiniconsulting.com
8. Maxim Healthcare Services, Inc.
Contact: Rigo Robles, Business Development Manager
6051 N. Fresno Street, Suite 102
Fresno, California 93710
(559) 224-0299 Phone
(800) 318-2074 Fax
rorobles@maxhealth.com
9. Quality Placement Authority
Contact: Curtis Murray, Senior Division Director
1485 Response Road, Suite 108
Sacramento, California 95815
(916) 924-0250 Phone
(916) 924-0255 Fax
cmurray@qpauthority.com
10. SHC Services, Inc.
Contact: Nadine Perez-Turrietta, Senior Market Manager
1640 W. Redstone Center Drive, Suite 200
Park City, Utah 84098
(866) 268-2411 or (559) 224-6350 Phone
(866) 958-2612 or (559) 261-2612 Fax
fresnooffice@shccares.com
11. Spectrum Accountable Care Company
Contact: Josh Parrott, Contracts Manager
930 S. 3rd Street, Suite 200
Las Vegas, Nevada 89101
(702) 728-3550 Phone
(702) 991-4343 Fax
Josh@spectrumacc.com
12. Worldwide Travel Staffing, Ltd
Contact: Leo R. Blatz, Chief Executive Officer
2829 Sheridan Drive

Tonawanda, New York 14150
(866) 633-3700 Phone
(877) 375-2450 Fax
LBlatz@worldwidetravelstaffing.com

SCOPE OF SERVICES

RECRUITMENT OF LMFT, LCSW, LPCC, LVN, RN, and NP -- RECRUITING SERVICES

CONTRACTOR(S) are temporary staffing recruiting firms specializing in the recruitment of the following classifications which will assist in providing services to COUNTY'S DBH clients:

- Licensed Marriage and Family Therapist (LMFT)
- Licensed Clinical Social Worker (LCSW)
- Licensed Professional Clinical Counselor (LPCC)
- Licensed Vocational Nurse (LVN)
- Registered Nurse (RN)
- Nurse Practitioner (NP)

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

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

Temporary Staffing Agency Requirements:

1. Ability to provide one or more of the identified staff classifications for a pre-determined, temporary basis.
2. Refer qualified individuals that meet the specific criteria of their identified classification.
3. Ensure acknowledgment with candidates, that all candidates are independent contractors, thus not employees of the County of Fresno, as stated in Section 6 of this Agreement.
 - Although not employees of the COUNTY, candidates are to abide by all COUNTY rules and regulations upon commencing work duties with DBH.
4. Provide information regarding number of temporary staff available (by classification) upon request from DBH.
 - Since candidates will not be COUNTY employees, staff wages will be paid by the CONTRACTOR(S), which will be reflected on invoices submitted by CONTRACTOR(S) to DBH.
5. All Staff assigned to work with COUNTY's DBH must be credentialed through DBH's Managed Care Division:
 - Provide assistance to DBH during the required Managed Care credentialing process.
 - Assist the candidates in completing the credentialing packet to be submitted to DBH for Managed Care processing.
 - Remain available to be the liaison between DBH and candidates during the credentialing process.
 - o If any edits need to be made to the credentialing packet, it is the responsibility of the CONTRACTOR(S) to partner with candidates to update the credentialing packet to be returned to DBH.

6. Each candidate shall abide by all Health Insurance Portability and Accountability Act (HIPAA), and all other confidentiality requirements, as set forth in Section 11 of the Agreement.
7. Each candidate is to remain in compliance with all professional certifications, licenses, and any credentials required as part of their respective job classification.
8. DBH has the authority to dismiss any candidate deemed incapable of performing duties set forth within the specifications of their respective job classification.
9. It is acknowledged that staffing services are to be on a temporary basis. At the point DBH no longer needs staffing services, DBH will notify the CONTRACTOR(S) immediately that staff will no longer be needed to report moving forward. CONTRACTOR(S) will be compensated by COUNTY for all staffing costs incurred to the point of termination of the candidate.

Staff Qualifications:

Prior to providing candidates, CONTRACTOR(S) shall be required to present credentials, screen all candidates, provide complete background checks, curriculum vitae, and licensure of candidates to DBH.

CONTRACTOR(S) shall provide qualified candidates licensed to practice in the State of California and specializing in adult and/or child counseling/nursing and who are not debarred, excluded or suspended by any local, State, or Federal regulatory agency from practicing or billing for services to Medi-Cal.

CONTRACTOR(s) shall provide qualified candidates immediately available and located within the County of Fresno.

CONTRACTOR(S) must also be acceptable to COUNTY's DBH Director, or designee.

Once a candidate is chosen, COUNTY staff will notify the CONTRACTOR(S) of a start date for the candidate.

All Staff selected to work with COUNTY's DBH must abide by the "Guiding Principles of Care Delivery" as shown in Exhibit G, attached hereto and incorporated herein by this reference.

SERVICES AND COMPENSATION

All-N-One Services will provide temporary medical staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$85.00
Licensed Clinical Social Worker	\$88.50
Licensed Professional Clinical Counselor	\$82.50
Licensed Vocational Nurse	\$42.00
Registered Nurse	\$62.00
Nurse Practitioner	\$102.50

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$66.00
Licensed Clinical Social Worker	\$68.00
Licensed Professional Clinical Counselor	\$68.00
Licensed Vocational Nurse	\$46.00
Registered Nurse	\$69.00
Nurse Practitioner	\$103.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$65.60
Licensed Clinical Social Worker	\$64.00
Licensed Professional Clinical Counselor	\$49.23
Licensed Vocational Nurse	\$38.40
Registered Nurse	\$60.80
Nurse Practitioner	\$90.71

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$85.00
Licensed Clinical Social Worker	\$85.00
Licensed Professional Clinical Counselor	\$85.00
Licensed Vocational Nurse	\$45.00
Registered Nurse	\$67.00
Nurse Practitioner	\$105.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$66.30
Licensed Clinical Social Worker	\$72.76
Licensed Professional Clinical Counselor	\$41.99
Licensed Vocational Nurse	\$38.83
Registered Nurse	\$66.30
Nurse Practitioner	\$99.96

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SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$65.00
Licensed Clinical Social Worker	\$65.00
Licensed Professional Clinical Counselor	\$60.00
Licensed Vocational Nurse	\$38.00
Registered Nurse	\$60.00
Nurse Practitioner	\$80.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$90.00
Licensed Clinical Social Worker	\$90.00
Licensed Professional Clinical Counselor	\$90.00
Licensed Vocational Nurse	\$46.00
Registered Nurse	\$70.00
Nurse Practitioner	\$105.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$77.00
Licensed Clinical Social Worker	\$77.00
Licensed Professional Clinical Counselor	\$77.00
Licensed Vocational Nurse	\$45.00
Registered Nurse	\$66.00
Nurse Practitioner	\$104.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$85.00
Licensed Clinical Social Worker	\$75.00
Licensed Professional Clinical Counselor	\$85.00
Licensed Vocational Nurse	\$46.00
Registered Nurse	\$68.00
Nurse Practitioner	\$120.00

SERVICES AND COMPENSATION

Spectrum Accountable Care Company will provide temporary medical staffing to the County of Fresno, Department of Behavioral Health in accordance with the rates listed below.

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$80.00
Licensed Clinical Social Worker	\$98.00
Licensed Professional Clinical Counselor	\$70.00
Licensed Vocational Nurse	\$51.00
Registered Nurse	\$71.00
Nurse Practitioner	\$110.00

SERVICES AND COMPENSATION

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

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

<u>POSITION</u>	<u>RATES</u>
Licensed Marriage & Family Therapist	\$65.00
Licensed Clinical Social Worker	\$72.00
Licensed Professional Clinical Counselor	\$110.00
Licensed Vocational Nurse	\$55.00
Registered Nurse	\$75.00
Nurse Practitioner	\$145.00

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

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

NAME	ADDRESS	EIN

- 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:

Date:

(Printed Name & Title)

(Name of Agency or
Company)

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:	

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

- o Interventions are motivation-based and adapted to the client's stage of change
- o Progression through stages of change are supported through positive working relationships and alliances that are motivating
- o Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- o Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

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

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

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

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