

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (UCSF) UNIVERSITY OF MEDICINE – FRESNO MEDICAL EDUCATION PROGRAM**, a California Constitutional Corporation, whose address is 155 North Fresno Street, Fresno, CA 93701, hereinafter referred to as "UNIVERSITY" (collectively the "parties").

WITNESSETH:

WHEREAS, UNIVERSITY has residents participating in its Psychiatric Residency Training Program and desires access to facilities in which its RESIDENTS can obtain broader clinical learning experiences; and

WHEREAS, COUNTY maintains facilities, and the programs and staff required for UNIVERSITY's psychiatric residents can be used to complete required clinical rotations and desires to have said facilities so used; and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) is in need of assistance from the UNIVERSITY's psychiatric residents and their specialized skills;

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

1. JOINT RESPONSIBILITIES OF UNIVERSITY AND COUNTY

UNIVERSITY and COUNTY's DBH Director, or designee, shall mutually agree on the services, times and locations where UNIVERSITY's psychiatric residents shall perform their core clinical rotations and elective rotations.

2. RESPONSIBILITIES OF UNIVERSITY

A. Psychiatric Residents

1) UNIVERSITY shall provide psychiatric residents, each resident shall provide services up to three (3) days per week for each term of this Agreement, subject to any restrictions regarding maximum compensation under Section Six (6) of this Agreement.

1 2) UNIVERSITY's psychiatric residents may begin clinical core rotations at
2 any time during UNIVERSITY's academic year, during each 12-month period of this Agreement.

3 3) UNIVERSITY shall inform COUNTY's DBH Director, or designee, of the
4 names and status of UNIVERSITY's psychiatric residents to be assigned to DBH at least one (1)
5 month before a resident begins his/her DBH assignment.

6 4) UNIVERSITY's psychiatric residents that have completed their clinical
7 core rotation in COUNTY's DBH clinical programs may continue to complete an elective rotation for
8 an additional six (6) months. Services, times and locations during elective rotation will be in
9 accordance with Section One (1) of this Agreement and shall also be based on the availability of
10 funds for each term of this Agreement.

11 5) UNIVERSITY recognizes some DBH programs provide services twenty-
12 four (24) hours per day, three hundred sixty-five (365) days per year. Notwithstanding the above, it is
13 understood by the parties hereto that UNIVERSITY's psychiatric resident clinical core rotation and
14 elective rotation schedule shall be Monday through Friday (excluding COUNTY recognized holidays),
15 8:00 a.m. to 5:00 p.m., although residents may be required to perform limited on-call duties in the
16 evenings after 5:00 p.m. when mutually agreeable to the UNIVERSITY and COUNTY's DBH Director
17 or designee. The on-call duties or services performed in the evenings are not considered overtime
18 and evening or on-call hours worked count against time the resident is expected to work on his/her
19 normal eight-hour shift.

20 6) UNIVERSITY's psychiatric residents:

21 a) May be used for emergency psychiatric services provided to DBH
22 programs during business hours, Monday through Friday, as part of UNIVERSITY's psychiatric
23 resident's clinical core or elective rotation. DBH's psychiatrist(s) will provide on-site supervision,
24 further described in Section Three (3) of this Agreement;

25 b) Shall obtain a National Provider Identifier (NPI) for Medi-Cal
26 billing purposes. The NPI shall be issued by the National Plan and Provider Enumeration System
27 prior to beginning their assignment to COUNTY's facilities;

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1 c) Shall be licensed to practice medicine in the State of California
2 and shall maintain such licensure for each term of this Agreement and in accordance to Section
3 Seventeen (17) of this Agreement;

4 d) Shall be credentialed through the DBH Managed Care Division
5 and complete DBH Compliance and Documentation and Billing trainings prior to rendering services
6 with clients;

7 e) Shall also maintain active participation and be in good standing
8 with UNIVERSITY's Psychiatric Residency Training Program;

9 f) Shall participate in the COUNTY's DBH outpatient case
10 management system by participating in the multi-disciplinary team; and

11 g) Shall participate in training with other COUNTY staff, community
12 members and Mental Health Services Act stakeholders to implement the recovery and wellness
13 model.

14 B. Administration

15 1) UNIVERSITY shall maintain compliance with all licensing requirements,
16 in accordance with Section Seventeen (17) of this Agreement and comply with all State requirements
17 in accordance with Section Eighteen (18) of this Agreement.

18 2) All services performed by UNIVERSITY's psychiatric residents will be
19 documented and recorded on a mutually agreed-upon time sheet, including dates, times and areas of
20 service, with appropriate signatures.

21 C. UNIVERSITY's psychiatric residents shall create, maintain, and complete
22 mental health records and all necessary administrative, financial, and other client documentation in a
23 manner consistent with DBH Policy and Procedures and all laws of the State of California.

24 3. RESPONSIBILITIES OF COUNTY

25 A. COUNTY's DBH shall make available a psychiatrist(s) for each site where a
26 resident is completing a clinical rotation, who shall be responsible for coordination and supervision of
27 UNIVERSITY's psychiatric resident(s). COUNTY's psychiatrist(s) must:

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- 1) Qualify for and maintain academic appointment to UNIVERSITY's Faculty;
- 2) Be board-eligible or board-certified in psychiatry;
- 3) Attend appropriate committee meetings, especially those involving issues related to UNIVERSITY's Psychiatric Resident Training Program;
- 4) Participate in didactic teaching and supervision of UNIVERSITY's psychiatric residents in the Psychiatric Resident Training Program;
- 5) Ensure that UNIVERSITY's psychiatric resident clinical core rotations and elective rotations shall be quality educational experiences; and
- 6) Review all medical records prepared by UNIVERSITY's psychiatric resident(s) to ensure adequate documentation.

B. COUNTY shall provide a psychiatrist backup for all clinical activities, in accordance with the requirements of the Psychiatry Residency Review Committee of the Accreditation Council on Graduate Medical Education, including on-call activities. The backup psychiatrist supervision and oversight may range from direct supervision to on-call, as determined by COUNTY's psychiatrist determination of UNIVERSITY's psychiatric resident level of training and clinical situation.

C. COUNTY shall provide access to COUNTY's client mental health records to UNIVERSITY's psychiatric residents, in accordance to Section 2.C. of this Agreement.

D. COUNTY shall determine the eligibility of clients for services performed in connection with this Agreement.

E. COUNTY shall be responsible to train UNIVERSITY's psychiatric residents in the wellness and recovery model.

4. TERM

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

This Agreement, subject to satisfactory completion of the terms and conditions of this Agreement, may be extended for two (2) additional twelve (12) month periods upon the written

1 approval of COUNTY and UNIVERSITY not later than sixty (60) days prior to the close of the then
2 current Agreement term. COUNTY's DBH Director, or designee, is authorized to execute such written
3 approval on behalf of COUNTY based on UNIVERSITY's satisfactory completion of the terms and
4 conditions of this Agreement.

5 **5. TERMINATION**

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

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

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

16 In no event shall any payment by the COUNTY constitute a waiver by COUNTY of any
17 breach of this Agreement or any default which may then exist on the part of UNIVERSITY. Neither
18 shall such payment impair or prejudice any remedy available to COUNTY with respect to breach or
19 default. COUNTY shall have the right to demand of UNIVERSITY the repayment to COUNTY of any
20 funds disbursed to UNIVERSITY under this Agreement, which in the judgment of COUNTY were not
21 expended in accordance with the terms of this Agreement. UNIVERSITY shall promptly refund any
22 such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future
23 payments owing to UNIVERSITY under this Agreement.

24 C. Without Cause - Under circumstances other than those set forth above, this
25 Agreement may be terminated by UNIVERSITY or COUNTY or COUNTY's DBH Director, or
26 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.

27 **6. COMPENSATION**

28 It is agreed by all parties that the annual fiscal year rate increases will reflect the

1 Consumer Price Index (CPI) rate that is released during the last month of the current fiscal year not to
2 exceed a maximum increase of four percent (4%) from the previous fiscal year's rate for each
3 subsequent fiscal year throughout the contract period not to exceed the maximum compensation
4 amount of Two Million, One Hundred Thirteen Thousand, Seven Hundred Sixty-Eight and 28/100
5 Dollars (\$2,113,768.28).

6 UNIVERSITY shall provide resident psychiatrists, three (3) days per week. COUNTY
7 shall pay UNIVERSITY Three Hundred Forty-Three and 62/100 Dollars (\$343.62) plus the CPI rate
8 up to Three Hundred Fifty-Seven and 37/100 Dollars (\$357.37) for each eight (8) hour day worked by
9 each resident at any DBH facility/program during Fiscal Year (FY) 2020-2021. In the event the
10 resident does not complete the daily eight (8) hours, then payment for the partial day worked shall be
11 made by prorating the daily rate of Three Hundred Fifty-Seven and 37/100 Dollars (\$357.37) based
12 on the actual hours worked closest to fifteen (15) minute increments during FY 2020-2021. The total
13 maximum compensation for all residents under this Agreement shall not be in excess of Three
14 Hundred Ninety Thousand, Two Hundred Forty-Eight and 04/100 Dollars (\$390,248.04) for FY 2020-
15 2021.

16 COUNTY shall pay UNIVERSITY up to Three Hundred Seventy-One and 67/100 Dollars
17 (\$371.67) for each eight (8) hour day worked by each resident at any DBH facility/program during FY
18 2021-2022. In the event the resident does not complete the daily eight (8) hours, then payment for
19 the partial day worked shall be made by prorating the daily rate of Three Hundred Seventy-One and
20 67/100 Dollars (\$371.67) based on the actual hours worked closest to fifteen (15) minute increments
21 during FY 2021-2022. The total maximum compensation for all residents under this Agreement shall
22 not be in excess of Four Hundred Five Thousand, Eight Hundred Sixty-Three and 64/100 Dollars
23 (\$405,863.64) for FY 2021-2022.

24 COUNTY shall pay UNIVERSITY up to Three Hundred Eighty-Six and 54/100 Dollars
25 (\$386.54) for each eight (8) hour day worked by each resident at any DBH facility/program during FY
26 2022-2023. In the event the resident does not complete the daily eight (8) hours, then payment for
27 the partial day worked shall be made by prorating the daily rate of Three Hundred Eighty-Six and
28 54/100 Dollars (\$386.54) based on the actual hours worked closest to fifteen (15) minute increments

1 during FY 2022-2023. The total maximum compensation for all residents under this Agreement shall
2 not be in excess of Four Hundred Twenty-Two Thousand, One Hundred One and 68/100 Dollars
3 (\$422,101.68) for FY 2022-2023.

4 In the event the contract term is extended for an additional 12-month period for FY 2023-
5 2024, COUNTY shall pay UNIVERSITY up to Four Hundred Two and 01/100 Dollars (\$402.01) for
6 each eight (8) hour day worked by each resident at any DBH facility/program during FY 2023-2024.

7 In the event the resident does not complete the daily eight (8) hours, then payment for the partial day
8 worked shall be made by prorating the daily rate of Four Hundred Two and 01/100 Dollars (\$402.01)
9 based on the actual hours worked closest to fifteen (15) minute increments during FY 2023-2024.

10 The total maximum compensation for all residents under this Agreement shall not be in excess of
11 Four Hundred Thirty-Eight Thousand, Nine Hundred Ninety-Four and 92/100 Dollars (\$438,994.92)
12 for FY 2023-2024.

13 In the event the contract term is extended for an additional 12-month period for FY 2024-
14 2025, COUNTY shall pay UNIVERSITY up to Four Hundred Eighteen and 10/100 Dollars (\$418.10)
15 for each eight (8) hour day worked by each resident at any DBH facility/program during FY 2024-
16 2025. In the event the resident does not complete the daily eight (8) hours, then payment for the
17 partial day worked shall be made by prorating the daily rate of Four Hundred Eighteen and 10/100
18 Dollars (\$418.10) based on the actual hours worked closest to fifteen (15) minute increments during
19 FY 2024-2025. The total maximum compensation for all residents under this Agreement shall not be
20 in excess of Four Hundred Fifty-Six Thousand, Five Hundred Sixty and No/100 Dollars (\$456,560.00)
21 for FY 2024-2025.

22 In the event the maximum compensation is reached during any portion of each twelve
23 (12) month period the number of resident hours will cease for the remaining portion of the FY. If the
24 parties determine that changes to Section Six (6) are necessary for any subsequent one-year period,
25 the parties agree to negotiate in good faith the compensation listed in this section and/or the number
26 of resident hours worked per FY prior to the commencement of any additional one-year period.

27 It is understood that all expenses incidental to UNIVERSITY's performance of services
28 under this Agreement shall be borne by UNIVERSITY.

1 Payment by COUNTY shall be in arrears, based on UNIVERSITY's monthly invoice
2 submitted for services provided during the preceding month, within forty-five (45) days after receipt,
3 verification and approval of UNIVERSITY's monthly invoices by COUNTY. In addition, it is
4 understood by UNIVERSITY that after ninety (90) days of the expiration of each term of this
5 Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or
6 designee, COUNTY reserves the right to deny payment of any additional invoices received. If
7 UNIVERSITY should fail to comply with any provision of this Agreement, COUNTY shall be relieved
8 of its obligation for further compensation.

9 **7. INVOICING**

10 UNIVERSITY shall invoice COUNTY electronically in arrears by the tenth (10th) of each
11 month for actual services rendered in the previous month, to: dbhinvoicereview@fresnocountyca.gov,
12 dbh-invoices@fresnocountyca.gov, and Cc: the assigned DBH Mental Health Contract Analyst.

13 Invoices shall reflect documented services provided at DBH facilities and programs and
14 shall be accompanied by time sheets of each of UNIVERSITY's psychiatric residents, described in
15 Section 2.B.2 of this Agreement. Invoices shall be in a form and in such detail as acceptable to
16 COUNTY's DBH. No reimbursement for services shall be made until invoices are received and
17 approved by COUNTY's DBH. In addition, for invoices received ninety (90) days after the expiration of
18 each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DBH
19 Director, or designee, COUNTY reserves the right to deny payment of any additional invoices
20 received.

21 At the discretion of COUNTY's DBH Director, or designee, if an invoice or timesheet is
22 incorrect or is otherwise not in proper form or substance, COUNTY shall have the right to withhold
23 payment as to only that portion of the invoice that is incorrect or improper upon five (5) days written
24 notice to UNIVERSITY (e-mail is acceptable).

25 **8. INDEPENDENT CONTRACTOR**

26 In performance of the work, duties, and obligations assumed by UNIVERSITY under
27 this Agreement, it is mutually understood and agreed that UNIVERSITY, including any and all of
28 UNIVERSITY's officers, agents, employees and residents will at all times be acting and performing as

1 an independent contractor, and shall act in an independent capacity and not as an officer, agent,
2 servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall
3 have no right to control or supervise or direct the manner or method by which UNIVERSITY shall
4 perform its work and function. However, COUNTY shall retain the right to administer this Agreement
5 so as to verify that UNIVERSITY is performing its obligations in accordance with the terms and
6 conditions thereof. UNIVERSITY and COUNTY shall comply with all applicable provisions of law and
7 the rules and regulations, if any, of governmental authorities having jurisdiction over matters which
8 are directly or indirectly the subject of this Agreement.

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

18 **9. EMPLOYMENT RELATIONSHIP**

19 UNIVERSITY, its instructors, employees and residents, shall have absolutely no right to
20 employment rights and benefits available to COUNTY employees. UNIVERSITY shall be solely liable
21 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
22 In addition, UNIVERSITY shall be solely responsible and save COUNTY harmless from all matters
23 relating to payment of UNIVERSITY's employees, including compliance with Social Security,
24 withholding, and all other regulations governing such matters. As between COUNTY and
25 UNIVERSITY, should the residents be deemed employees by any governmental or regulatory body,
26 the resident shall be the employee of UNIVERSITY for Worker's Compensation purposes only but,
27 notwithstanding the foregoing, residents shall be deemed members of COUNTY's workforce for
28 purposes of HIPAA.

1 In consideration of the benefits the UNIVERSITY derives from this Agreement and
2 subject to the provisions herein, UNIVERSITY shall not consider the residents to be employees of, or
3 claim the residents are employees of, the COUNTY for the purposes of determining liability for any
4 and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and
5 losses occurring or resulting to the UNIVERSITY or to any person, firm or corporation who may be
6 injured or damaged by any act or failure to act, of any resident or person participating in or connected
7 with the programs that are the subject of this Agreement.

8 In consideration of the benefits the COUNTY derives from this Agreement and subject
9 to the provisions herein, COUNTY shall not consider the residents to be employees of, or claim the
10 residents are employees of, the UNIVERSITY for the purposes of determining liability for any and all
11 costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses
12 occurring or resulting to the COUNTY or to any person, firm or corporation who may be injured or
13 damaged by any act or failure to act, of any resident or person participating in or connected with the
14 programs that are the subject of this Agreement.

15 It is acknowledged that during the term of this Agreement, UNIVERSITY may be
16 providing services to others unrelated to COUNTY or to this Agreement.

17 **10. MODIFICATION**

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

20 Notwithstanding the above, changes to rates of the UNIVERSITY, as needed, may be
21 made with the signed written approval of COUNTY's DBH Director, or designee, and UNIVERSITY.

22 **11. NON-ASSIGNMENT**

23 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
24 duties under this Agreement without the prior written consent of the other party.

25 **12. HOLD-HARMLESS**

26 A. UNIVERSITY agrees to indemnify, save, hold harmless, and at COUNTY'S
27 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
28 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection

1 with the performance, or failure to perform, by UNIVERSITY, its officers, agents, residents, or
2 employees under this Agreement, and from any and all costs and expenses, damages, liabilities,
3 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
4 damaged by the performance, or failure to perform, of UNIVERSITY, its officers, agents, residents
5 or employees under this Agreement.

6 B. COUNTY agrees to indemnify, save, hold harmless, and at UNIVERSITY'S
7 request, defend the UNIVERSITY, its officers, agents, residents and employees from any and all
8 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to UNIVERSITY in
9 connection with the performance, or failure to perform, by COUNTY, its officers, agents, or
10 employees under this Agreement, and from any and all costs and expenses, damages, liabilities,
11 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
12 damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees
13 under this Agreement.

14 **13. INSURANCE**

15 Each party, at its sole cost and expense, shall insure or self-insure its activities in
16 connection with this Agreement and obtain, keep in force and maintain insurance or self-insurance as
17 follows:

18 1. Professional Medical, and Hospital Liability Insurance with financially-sound and
19 reputable companies, or self-insurance, with minimum limits of five million (\$5,000,000) per
20 occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written
21 on a claims-made form, it shall continue for five (5) years following termination of this Agreement.
22 The insurance shall have a retroactive date prior to or coinciding with the effective date of this
23 Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event
24 that a claims-made policy is canceled or non-renewed, extended reporting (tail) coverage shall be
25 obtained for the remainder of the five (5) year period.

26 If residents' residency is in a discipline that would normally require Professional
27 Liability Insurance UNIVERSITY shall ensure that each resident procures and maintains in force
28 during the term of the residency, at residents' sole cost and expense, Professional Liability Insurance

1 in amounts reasonably necessary to protect the resident against liability arising from any and all
2 negligent acts or incidents caused by the resident.

3 **2.** Commercial General Liability Insurance with limits of not less than Two Million
4 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
5 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require
6 specific coverages including completed operations, products liability, contractual liability, Explosion-
7 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because
8 of the nature of this contract.

9 UNIVERSITY shall ensure that each resident/resident who participates in
10 COUNTY's residency program procures and maintains in force during the term of this agreement or
11 residency, at the residents'/resident's sole cost and expense, General liability Insurance. The policy
12 of General Liability Insurance shall have coverage for sexual harassment and abuse, property
13 damage, bodily injury, and personal injury within the stated limits.

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

17 UNIVERSITY shall ensure that each resident/resident who participates in
18 COUNTY's residency program procures and maintains in force during the term of this agreement or
19 internship, at the resident's sole cost and expense, Automobile Liability Insurance.

20 COUNTY shall ensure that the resident internship scope of experience does not
21 include driving without pre-approval from the University Risk Manager.

22 **4.** UNIVERSITY hereby waives its right to recover from COUNTY, its officers, agents,
23 and employees any amounts paid by the policy of worker's compensation insurance required by this
24 Agreement. UNIVERSITY is solely responsible to obtain any endorsement to such policy that may be
25 necessary to accomplish such waiver of subrogation, but UNIVERSITY'S waiver of subrogation under
26 this paragraph is effective whether or not UNIVERSITY obtains such an endorsement.

27 **5.** Sexual Abuse / Molestation Liability Insurance (including but not limited to
28 corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with

1 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars
2 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

3 If residents/residents are required to provide their own insurance (as above) the
4 Resident/resident shall obtain endorsements, on their applicable policies, insurance naming the County
5 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only
6 insofar as the operations under this Agreement are concerned. Such coverage for additional insured
7 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
8 officers, agents and employees shall be excess only and not contributing with insurance provided under
9 Resident/Residents policies herein. This insurance shall not be cancelled or changed without a
10 minimum of thirty (30) days advance written notice given to COUNTY.

11 **6.** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
12 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to duties and
13 obligations undertaken by both parties in this agreement and shall include, but not be limited to,
14 claims involving infringement of intellectual property, including but not limited to infringement of
15 copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
16 destruction of electronic information, release of private information, alteration of electronic
17 information, extortion and network security. The policy shall provide coverage for breach response
18 costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits
19 sufficient to respond to these obligations.

20 **7.** Such other insurance in such amounts which from time to time may be
21 reasonably required by the mutual consent of the parties against other insurable risks relating to
22 performance. It should be expressly understood, however, that the coverages required under this
23 Section shall not in any way limit the liability of the insured party.

24 In the event either party fails to keep in effect at all times insurance coverage as
25 herein provided, the other party may, in addition to other remedies it may have, suspend or terminate
26 this Agreement upon the occurrence of such event.

27 **8.** All policies shall be issued by admitted insurers licensed to do business in the
28 State of California, and such insurance shall be purchased from companies possessing a current

1 A.M. Best, Inc. rating of A FSC VII or better.

2 **14. CONFIDENTIALITY**

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

6 **15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

7 COUNTY and UNIVERSITY each consider and represent themselves as covered
8 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
9 104-191 (HIPAA) and agree that any use and disclosure of Protected Health Information (PHI) shall
10 be in compliance with applicable law.

11 COUNTY and UNIVERSITY acknowledge that the exchange of PHI between them is
12 only for treatment, payment, and health care operations.

13 COUNTY and UNIVERSITY intend to protect the privacy and provide for the security of
14 PHI shared pursuant to the Agreement in compliance with HIPAA, the Health Information Technology
15 for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated
16 thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other
17 applicable laws.

18 To the extent applicable, UNIVERSITY and COUNTY agree to comply with the HIPAA
19 Regulations, including those set forth in as set forth in, but not limited to, Title 45, Sections
20 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

21 **16. DATA SECURITY**

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

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1 A. UNIVERSITY-Owned Mobile, Wireless, or Handheld Devices

2 UNIVERSITY will advise RESIDENTS that RESIDENTS may not connect to
3 COUNTY networks via personally-owned mobile, wireless or handheld devices except: 1) when
4 authorized by COUNTY for telecommuting purposes; 2) if virus protection software currency
5 agreements are in place; and 3) if a secure connection is used.

6 B. UNIVERSITY-Owned Computers or Computer Peripherals

7 UNIVERSITY will advise RESIDENTS that RESIDENTS may not bring
8 UNIVERSITY-owned computers or computer peripherals into the COUNTY for use without prior
9 authorization from the COUNTY's Chief Information Officer, or designee(s), including but not limited to
10 mobile storage devices. If approved to be transferred, data must be stored on a secure server
11 approved by the COUNTY and transferred by means of a virtual private network (VPN) connection or
12 another type of secure connection. Said data must be encrypted.

13 C. COUNTY-Owned Computer Equipment

14 RESIDENTS, or anyone having an employment relationship with the COUNTY,
15 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior
16 authorization from COUNTY's Chief Information Officer, or designee(s).

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

19 E. UNIVERSITY shall be responsible to employ strict controls to ensure the
20 integrity and security of the COUNTY's confidential information and to prevent unauthorized access to
21 data maintained in computer files, program documentation, data processing systems, data files and
22 data processing equipment which stores or processes COUNTY data internally and externally.

23 F. Confidential client information transmitted to one party by the other by means of
24 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
25 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

26 G. UNIVERSITY shall be responsible to immediately notify COUNTY of any
27 breaches or potential breaches of security related to COUNTY's confidential information, data
28 maintained in computer files, program documentation, data processing systems, data files and data

1 processing equipment which stores or processes COUNTY data internally or externally.

2 H. COUNTY shall provide oversight to UNIVERSITY's response to all incidents
3 arising from an actual breach of security related to COUNTY's confidential client information provided
4 to UNIVERSITY; however, UNIVERSITY will be responsible to issue any notification to affected
5 individuals to the extent required by law. UNIVERSITY will be responsible for all actual costs incurred
6 as a result of providing said required notification to the extent that the breach was caused by
7 UNIVERSITY's failure to adhere to the privacy, confidentiality, or data security provisions set forth
8 herein.

9 **17. NON-DISCRIMINATION**

10 During the performance of this Agreement, UNIVERSITY, and its employees, agents
11 and residents shall not unlawfully discriminate against any employee or applicant for employment, or
12 recipient of services, because of ethnic group identification, gender, gender identity, gender
13 expression, sexual orientation, color, physical disability, mental disability, medical condition, national
14 origin, race, ancestry, marital status, religion or religious creed, pursuant to all applicable State of
15 California and Federal statutes and regulations.

16 **18. LICENSES/CERTIFICATES**

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

26 **19. COMPLIANCE WITH STATE REQUIREMENTS**

27 UNIVERSITY recognizes that COUNTY operates its mental health system under an
28 agreement with the State of California Department of Health Care Services, and that under said

1 agreement the State imposes certain requirements on COUNTY and its subcontractors.
2 UNIVERSITY shall adhere and be responsible for compliance as of the effective date of each
3 Federal, State or local law or regulation specified, including those identified in Exhibit A "Mental
4 Health State Requirements", attached hereto and by this reference incorporated herein and made
5 part of this Agreement.

6 **20. CONFLICT OF INTEREST**

7 No officer, agent, or employee of COUNTY who exercises any function or responsibility
8 for planning and carrying out the services provided under this Agreement shall have any direct or
9 indirect personal financial interest in this Agreement. UNIVERSITY shall comply with all Federal and
10 State of California conflict of interest laws, statutes, and regulations, which shall be applicable to all
11 parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

12 **21. INTERPRETATION**

13 This Agreement is the result of arms-length negotiations between the parties and shall
14 be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not
15 be construed against either party.

16 **22. AUDITS AND INSPECTIONS**

17 UNIVERSITY shall at any time during business hours, and as often as COUNTY may
18 deem necessary, make available to COUNTY for examination all of its records and data with respect
19 to the matters covered by this Agreement. UNIVERSITY shall, upon request by COUNTY, permit
20 COUNTY to audit and inspect all such records and data necessary to ensure UNIVERSITY
21 compliance with the terms of this Agreement. The above notwithstanding, COUNTY shall not be
22 permitted to examine, audit, or inspect RESIDENTS' academic or other education records.

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

26 **23. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS**

27 UNIVERSITY is required to disclose if any of the following conditions apply to them,
28 their owners, officers, corporate managers and partners (hereinafter collectively referred to as

1 “UNIVERSITY”):

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

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

7 2) Violation of a federal or state antitrust statute;

8 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
9 records; or

10 4) False statements or receipt of stolen property.

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

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

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

1 Suspension, and Other Responsibility Matters.

2 **23. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

6 Members of the UNIVERSITY's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while UNIVERSITY is providing goods or performing services
8 under this Agreement. A self-dealing transaction shall mean a transaction to which the UNIVERSITY
9 is a party and in which one or more of its directors has a material financial interest. Members of the
10 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
11 and signing a "Self-Dealing Transaction Disclosure Form" - Exhibit C, attached hereto and by this
12 reference incorporated herein. The Self-Dealing Transaction Disclosure Form shall be submitted to
13 the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

14 **24. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

18 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and
19 455.106(a)(1),(2), the following information must be disclosed by UNIVERSITY by completing Exhibit
20 D, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference
21 incorporated herein. UNIVERSITY shall submit this form to DBH within thirty (30) days of the
22 effective date of this Agreement. Additionally, UNIVERSITY shall report any changes to this
23 information within thirty-five (35) days of occurrence by completing Exhibit D, "Disclosure of
24 Ownership and Control Interest Statement." Submissions shall be scanned pdf copies and are to be
25 sent via email to DBHContractedServicesDivision@fresnocountyca.gov attention: Contracts
26 Administration:

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

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

3 2) Date of birth and Social Security Number for individuals

4 3) Tax identification number for other corporations or entities with
5 ownership or controlling interest in the disclosing entity

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

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

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

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

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

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

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

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

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

4 **25. CULTURAL COMPETENCY**

5 As related to Cultural and Linguistic Competence, UNIVERSITY shall comply with:

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

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

17 C. UNIVERSITY shall not use minors as interpreters.

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

27 **26. NOTICES**

28 The persons having authority to give and receive notices under this Agreement and

1 their addresses include the following:

2 COUNTY

3 Director, County of Fresno
4 Department of Behavioral Health
5 1925 E. Dakota Avenue
6 Fresno, CA 93726

UNIVERSITY

Michael W. Peterson, MD
Associate Dean
University of California,
San Francisco-Fresno Medical Education Program
155 N. Fresno Street
Fresno, CA 93701

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

23 **27. GOVERNING LAW**

24 The parties agree, that for the purposes of venue, performance under this Agreement is
25 to be in Fresno County, California.

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

28 ///

1 **28. USE OF NAME**

2 The parties agree that any use of the “UCSF,” or the “University of California” name or
3 other similar references to the University of California San Francisco, its physicians or facilities, shall
4 be subject to the prior written approval of the Regents of the University of California in accordance
5 with the provisions of applicable law, including but not limited to California Education Code Section
6 92000.

7 **29. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY**

8 Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the
9 extent permitted by law and not inconsistent with other provisions of this Agreement, COUNTY shall
10 retain professional and administrative responsibility for the services rendered to its patients.

11 **30. WAIVER**

12 Waiver by either party of any breach of any provision of this Agreement or warranty of
13 representation herein set forth shall not be construed as a waiver of any subsequent breach of the
14 same or any other provision. The failure to exercise any right hereunder shall not operate as a
15 waiver of such right. All rights and remedies provided for herein are cumulative.

16 **31. INTERRUPTION OF SERVICE**

17 Either party shall be excused from any delay or failure in performance hereunder
18 caused by reason of any occurrence or contingency beyond its reasonable control, including, but not
19 limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or
20 other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-
21 day basis for the time period equal to the period of such excusable interruption. In the event the
22 interruption of a party's services continues for a period in excess of thirty (30) days, the other party
23 shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other
24 party.

25 **32. COOPERATION IN DISPOSITION OF CLAIMS**

26 COUNTY and UNIVERSITY agree to cooperate with each other in the timely
27 investigation and disposition of audits, disciplinary actions and third-party liability claims arising out of
28 any services provided under this Agreement; provided, however, that nothing shall require either

1 COUNTY or UNIVERSITY to disclose any peer review documents, records or communications which
2 are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client
3 Privilege or under the Attorney Work-Product Privilege. To the extent permissible at law and in
4 accordance with the applicable institution policies, the parties shall notify one another as soon as
5 possible of any adverse event which may result in liability to the other party. The failure to provide
6 notice shall not be deemed a breach of the agreement, and such failure to do so shall not relieve the
7 indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof. It
8 is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims.
9 Such cooperation may include, but is not limited to, timely notice, joint investigation, defense,
10 disposition of claims of third parties arising from services performed under this Agreement, and
11 making witnesses available; provided, however only to the extent consistent with UNIVERSITY or
12 COUNTY policies and only so long as any personnel assistance by UNIVERSITY or COUNTY does
13 not materially interfere with any UNIVERSITY or COUNTY employee's performance of his or her
14 respective employment responsibilities. UNIVERSITY shall be responsible for discipline of
15 UNIVERSITY residents and employees in accordance with UNIVERSITY's applicable policies and
16 procedures. To the extent allowed by law, COUNTY and UNIVERSITY shall have reasonable and
17 timely access to the medical records, charts, and/or de-identified quality assurance data of the other
18 party relating to any claim or investigation related to services provided pursuant to this Agreement;
19 provided, however, that nothing shall require either COUNTY or UNIVERSITY to disclose any peer
20 review documents, records or communications which are privileged under Section 1157 of the
21 California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product
22 Privilege.

23 **34. SEVERABILITY**

24 The provisions of this Agreement are severable. The invalidity or unenforceability of
25 any one provision in the Agreement shall not affect the other provisions.

26 **35. ENTIRE AGREEMENT**

27 This Agreement, including all Exhibits, constitutes the entire agreement between
28 UNIVERSITY and COUNTY with respect to the subject matter hereof and supersedes all previous

1 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
2 understandings of any nature whatsoever unless expressly included in this Agreement.

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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 UNIVERSITY:
5 REGENTS OF THE UNIVERSITY OF
6 CALIFORNIA, dba UNIVERSITY OF
7 CALIFORNIA, SAN FRANCISCO,
8 UNIVERSITY OF MEDICINE-FRESNO
9 MEDICAL EDUCATION PROGRAM

COUNTY OF FRESNO

By Catherine Lagarde

By Ernest Buddy Mendes
Ernest Buddy Mendes,
Chairman of the Board of
Supervisors of the County of Fresno

10 Print Name: Catherine Lagarde

11 Title: Contracts and Grants Officer

Date: 8-18-2020

12
13 Date: 7/29/2020

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

14
15
16 By Susan Bishop

Date: 8-18-2020

17
18
19 Mailing Address:
20 155 N. Fresno Street
21 Fresno, CA 93701

22
23 FOR ACCOUNTING PURPOSES ONLY:
24 Fund/Subclass: 0001/10000
25 Organization: 56304756
26 Account #: 7295/0

27
28 E.G.

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

- A. CONTRACTOR shall comply with applicable laws and regulations, including but not limited to section 5328 et seq. of the California Welfare and Institutions Code regarding the confidentiality of patient information.
- B. CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a Department of Mental Health funded program. CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this contract.
- C. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/patient, any such identifying information to anyone other than the County or State without prior written authorization from the County or State in accordance with State and Federal laws.
- D. For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

4. NONDISCRIMINATION

- A. CONTRACTOR shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State Law.

- B. During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, section 12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

5. PATIENTS' RIGHTS

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

(Printed Name & Title)

Date: _____

(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:	

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 ()		

A. List the names, addresses, date of birth, SSN, and EIN if applicable for any person(s) whether it be an individual or corporation with an ownership or controlling interest in the disclosing entity or managed care entity. If a person(s) with an ownership or controlling interest of the disclosing entity is related to another person having ownership or controlling interest as a parent, spouse, sibling or child . Including whether the person(s) with ownership or controlling interest of the disclosing entity is related to a person (parent, spouse, sibling or child) with ownership or has five (5) percent or more interest in any of its subcontractors please list under Remarks section.

NAME	ADDRESS	EIN/SSN	DOB

B. List the names, addresses, and EIN if applicable for any subcontractor(s) in which the disclosing entity has five (5) percent or more interest.

NAME	ADDRESS	EIN

C. List the names, addresses, and EIN of any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest.

NAME	ADDRESS	EIN

D. List the names, addresses, date of birth, SSN of Any person(s) with an ownership or control interest in the provider, or agent or managing employee of the provider; and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

NAME	ADDRESS	EIN/SSN	DOB

E. List any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request. If additional space is needed, attach additional sheets of paper and indicate the question being answered.

Name of Supplier:	
Explain:	

F. List each person, including corporate officers and directors for corporations and all partners in partnerships, with an ownership or control interest in any subcontractor with whom the applicant or provider has had business transactions totaling more than \$25,000 during the 12-month period preceding the date of the request.

NAME	ADDRESS	EIN/SSN	DOB

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