

AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **TURNING POINT OF CENTRAL CALIFORNIA, INC.** a California Non-Profit Corporation, whose address is P.O. Box 7447, Visalia, CA 93290 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY through its Department of Behavioral Health, is in need of permanent housing and supportive services for Fresno County individuals living with serious and persistent mental illness; and

WHEREAS, CONTRACTOR has access to appropriate facilities and qualified personnel to provide supportive housing services required by COUNTY; and

WHEREAS, CONTRACTOR's Stasis program is a supportive housing program designed to provide permanent housing and supportive services for homeless persons with serious and persistent mental illness 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. CONTRACTOR RESPONSIBILITIES

A. CONTRACTOR shall provide supportive housing for up to twenty-five (25) adults connected to the Behavioral Health Department.

B. CONTRACTOR shall own or lease a multifamily housing unit which:

1. Meets United States Housing and Urban Development's (HUD) Section Eight (8) habilitation standards and all other federal, state, and local housing standards.

2. Provides two-bedroom units with adequate furniture and furnishing.

3. Is located in a safe neighborhood within walking distance of amenities, including but not limited to, local parks for recreation, supermarket, shopping centers and public transportation.

C. CONTRACTOR shall employ Individual Services Providers who are available on-

1 site 24/7, 365 days per year to assist individuals residing at Stasis.

2 D. CONTRACTOR shall ensure staff provides age, culture, gender and language-
3 appropriate services to individuals.

4 E. CONTRACTOR shall ensure staffing pattern allows for the level of support needed
5 to maintain severely mentally ill individuals in permanent housing.

6 F. CONTRACTOR shall provide site-based supportive services to individuals to
7 include:

8 1. Case Management, including the development of an Individual
9 Services Plan for each individual based upon the individual's assessment of needs and strengths.

10 2. Life skills instruction

11 3. Crisis intervention counseling

12 4. Crisis management

13 5. Assist individuals to access/obtain community-based resources
14 (i.e., food, clothing, health and mental health care, employment, substance abuse treatment, legal
15 assistance, emergency transportation, etc.).

16 6. Medication and symptom monitoring and appointment reminders.

17 7. Assist individuals in on-site and off-site social and recreational
18 activities.

19 8. Develop a tenant council among residents.

20 9. Work closely with Fresno County DBH staff in programs
21 focusing on employment and vocational skills development, peer support and recovery, dual diagnosis
22 and crisis response services during after-hour emergencies.

23 10. Provide bus passes and tokens to assist individuals with public
24 transportation.

25 11. Assist individuals in applying for public assistance or other
26 benefits for which they may be eligible.

27 G. CONTRACTOR and COUNTY'S DBH shall design and mutually agree to an
28 admission policy for individuals which shall be reviewed monthly by both parties.

1 H. CONTRACTOR shall screen individuals referred to the Stasis program to
2 determine if individuals are also receiving services from a COUNTY Full Service Partnership (FSP)
3 program operated by COUNTY or its contractors by contacting the COUNTY DBH's Adult Services
4 Division Manager or designee to make such determination. The COUNTY DBH's Adult Services
5 Division Manager or designee shall analyze the individual information system to make such
6 conclusion. Communication shall be executed via telephone or by email and shall take place upon the
7 first day of admission into the Stasis program.

8 In the event a COUNTY mental health individual receives services through
9 CONTRACTOR's Stasis program, and the individual is determined to also be receiving services from a
10 FSP program operated by County or its contractors, CONTRACTOR acknowledges that it will not bill
11 the COUNTY for services provided through this Agreement.

12 I. In the event CONTRACTOR provides Stasis services to an individual who is not
13 currently receiving services from COUNTY'S DBH, CONTRACTOR acknowledges that it shall not
14 bill the COUNTY through this Agreement.

15 **2. COUNTY DUTIES**

16 A. Assist prospective Stasis applicants to apply for acceptance into the Stasis
17 Program and upon acceptance assist with moving logistics.

18 B. Provide mental health services to individuals, including ongoing case
19 management, psychotropic medications and medication management.

20 C. Provide crisis management response to the facility during after-hour
21 emergencies.

22 D. Provide employment and vocational skill development services.

23 E. Encourage participation of individuals in peer support and recovery programs
24 and the United Consumer Advocacy Network.

25 F. COUNTY retains the first right of refusal for the housing units for up to twenty-
26 five (25) consumers.

1 **3. TERM**

2 This Agreement shall become effective February 1, 2021 and shall terminate on the 30th
3 day of January 2024.

4 This Agreement, subject to satisfactory outcome performance measurements, and subject to
5 Housing and Urban Development (HUD) funding received each year by CONTRACTOR, shall
6 continue for two (2) additional twelve (12) month periods upon the same terms and conditions herein
7 set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY's DBH
8 Director or designee not later than sixty (60) days prior to the close of the current Agreement term.

9 **4. TERMINATION**

10 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
11 provided thereunder are contingent on the receipt of HUD funds by CONTRACTOR and the approval
12 of funds by CONTRACTOR. Should sufficient funds not be allocated, the services provided may be
13 modified, or this Agreement terminated by COUNTY at any time by giving CONTRACTOR thirty
14 (30) days advance written notice.

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

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

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

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by CONTRACTOR or COUNTY's Department of Behavioral Health
3 Director, or designee upon the giving of thirty (30) days advance written notice of an intention to
4 terminate.

5 **5. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive fee-
7 for-services for up to twenty-five (25) adult DBH individuals for the following six (6) periods:

8 At the rate of Fifteen and 09/100 Dollars (\$15.09) per day/per individual, not to exceed
9 Forty Thousand One Hundred Fifty-Eight Dollars (\$40,158) for the period of February 1, 2021
10 through June 30, 2021.

11 At the rate of Fifteen and 09/100 Dollars (\$15.09) per day/per individual, not to exceed
12 Ninety-Six Thousand Three Hundred Seventy-Nine Dollars (\$96,379) for the period of July 1, 2021
13 through June 30, 2022.

14 At the rate of Seventeen and 54/100 Dollars (\$17.54) per day/per individual, not to
15 exceed One Hundred Twelve Thousand Twenty-One Dollars (\$112,021) for the period of July 1, 2022
16 through June 30, 2023.

17 At the rate of Nineteen and 78/100 Dollars (\$19.78) per day/per individual, not to
18 exceed One Hundred Twenty-Six Thousand Three Hundred Thirty-Two Dollars (\$126,332) for the
19 period of July 1, 2023 through June 30, 2024.

20 At the rate of Twenty-Two and 10/100 Dollars (\$22.10) per day/per individual, not to
21 exceed One Hundred Forty-One Thousand One Hundred Eighty-Three Dollars (\$141,183) for the
22 period of July 1, 2024 through June 30, 2025.

23 At the rate of Twenty-Two and 10/100 Dollars (\$22.10) per day/individual, not to
24 exceed Eighty-Two Thousand Three Hundred Fifty-Seven Dollars (\$82,357) for the period of July 1,
25 2025 through January 31, 2026.

26 In no event shall all actual services performed under this Agreement be in excess of Five
27 Hundred Ninety-Eight Thousand Four Hundred Thirty Dollars (\$598,430) for the entire five (5) year
28 period of said Agreement, in accordance to, "Turning Point Stasis Project Budget," further described

1 in Exhibit A, attached hereto and incorporated herein by reference. It is understood that all expenses
2 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
3 CONTRACTOR. If CONTRACTOR should fail to comply with any provision of this Agreement,
4 COUNTY shall be relieved of its obligation for further compensation.

5 Payments by COUNTY shall be in arrears, for services provided during the preceding
6 month, within forty-five (45) days after receipt and verification of CONTRACTOR's monthly
7 itemized invoices by COUNTY's Department of Behavioral Health. If CONTRACTOR should fail to
8 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
9 compensation.

10 **6. INVOICING**

11 CONTRACTOR shall provide detailed monthly invoices for the number of bed days
12 utilized by each individual of the Stasis program during the prior month addressed to Fresno County,
13 Department of Behavioral Health, 1925 E. Dakota Avenue, Fresno CA 93726, Attention: Accounts
14 Payable or CONTRACTOR may submit invoicing electronically to
15 DBH-Invoices@fresnocountyca.gov. Said invoices shall indicate the following: name of the
16 individual, DBH Number or Social Security Number, date of birth, admission date, departure date or
17 discharge date, age, gender, ethnicity, diagnosis, the number of days the individual occupied the unit,
18 and the amount charged to COUNTY for services.

19 **7. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by CONTRACTOR under
21 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
22 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
24 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
25 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
26 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
27 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
28 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the

1 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
2 directly or indirectly the subject of this Agreement.

3 Because of its status as an independent contractor, CONTRACTOR shall have
4 absolutely no right to employment rights and benefits available to COUNTY employees.
5 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
6 all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and
7 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
8 including compliance with Social Security, withholding, and all other regulations governing such
9 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
10 providing services to others unrelated to COUNTY or to this Agreement.

11 **8. MODIFICATION**

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

14 **9. NON-ASSIGNMENT**

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

17 **10. HOLD-HARMLESS**

18 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
19 defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including
20 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY
21 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
22 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
23 court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or
24 corporation who may be injured or damaged by the performance, or failure to perform, of
25 CONTRACTOR, its officers, agents or employees under this Agreement.

26 CONTRACTOR agrees to indemnify COUNTY for Federal, and/or State of California
27 audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.
28

1 **11. INSURANCE**

2 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
3 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the
4 following insurance policies throughout the term of this Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million
7 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
8 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. The
9 COUNTY may require specific coverage including completed operations,
10 product liability, contractual liability, Explosion, Collapse, and Underground
11 (XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

12 B. Automobile Liability

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

17 C. Professional Liability

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

24 D. Worker's Compensation

25 A policy of worker's compensation insurance as may be required by the
26 California Labor Code.

27 //

28 //

1 E. Cyber Liability (if applicable)

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

12 F. Molestation

13 Sexual abuse / molestation liability insurance with limits of not less than One
14 Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars
15 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per
16 occurrence basis.

17 Additional Requirements Related to Insurance

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

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

1 Within thirty (30) days from the date of execution of this Agreement, CONTRACTOR
2 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
3 policies, as required herein. CONTRACTOR must include the Agreement number in the upper right-
4 hand corner of any certificates of insurance and endorsements. CONTRACTOR shall provide the
5 certificates of insurance and endorsements to the County of Fresno, Department of Behavioral Health,
6 1925 E. Dakota Avenue, Fresno CA 93726, Attention: Contracts Section, stating that such insurance
7 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and
8 employees will not be responsible for any premiums on the policies; that such Commercial General
9 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
10 collectively, as additional insured, but only insofar as the operations under this Agreement are
11 concerned; that such coverage for additional insured shall apply as primary insurance and any other
12 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
13 excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
14 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
15 advance, written notice given to COUNTY.

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

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

22 **12. CONFIDENTIALITY**

23 All services performed by CONTRACTOR under this Agreement shall be in strict
24 conformance with all applicable Federal, State of California and/or local laws and regulations relating
25 to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, California
26 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
27 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
28 Regulations § 2.1 *et seq.* CONTRACTOR shall submit to COUNTY's monitoring of said compliance

1 with all State and Federal statutes and regulations regarding confidentiality. CONTRACTOR shall
2 ensure that no list of persons receiving services under this contract is published, disclosed, or used for
3 any other purpose except for the direct administration of the program or other uses authorized by law
4 that are not in conflict with requirements for confidentiality.

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

6 COUNTY and CONTRACTOR each consider and represent themselves as covered
7 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public
8 Law 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required
9 by law. COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only
10 for treatment, payment, and health care operations.

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

16 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
17 CONTRACTOR(S) to enter into a contract containing specific requirements prior to the disclosure of
18 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the
19 Code of Federal Regulations.

20 **14. DATA SECURITY**

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

27 A. CONTRACTOR-Owned Mobile/Wireless/Handheld Devices may not be connected
28 to County networks via personally owned mobile, wireless or handheld devices, except when

1 authorized by COUNTY for telecommuting and then only if virus protection software currency
2 agreements are in place, and if a secure connection is used.

3 B. CONTRACTOR-Owned Computers or Computer Peripherals may not brought into
4 the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer
5 and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a
6 secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private
7 Network) connection, or another type of secure connection of this type if any data is approved to be
8 transferred.

9 C. County-Owned Computer Equipment – CONTRACTOR or anyone having an
10 employment relationship with the COUNTY may not use COUNTY computers or computer
11 peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief
12 Information Officer and/or designee(s).

13 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
14 on any hard-disk drive.

15 E. CONTRACTOR is responsible to employ strict controls to ensure the integrity and
16 security of the COUNTY's confidential information and to prevent unauthorized access to data
17 maintained in computer files, program documentation, data processing systems, data files and data
18 processing equipment which stores or processes COUNTY data internally and externally.

19 F. Confidential individual information transmitted to one party by the other by means
20 of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
21 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

22 G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or
23 potential breaches of security related to COUNTY's confidential information, data maintained in
24 computer files, program documentation, data processing systems, data files and data processing
25 equipment which stores or processes COUNTY data internally or externally.

26 H. In the event of a breach of security related to COUNTY's confidential individual
27 information provided to CONTRACTOR, COUNTY will manage the response to the incident,
28 however, CONTRACTOR will be responsible to issue any notification to affected individuals as

required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

15. COMPLAINTS

CONTRACTOR shall log complaints and the disposition of all complaints from a consumer or a consumer's family. CONTRACTOR shall provide a summary of the complaint log entries concerning COUNTY-sponsored consumers to COUNTY at monthly intervals by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs informing consumer of their right to file a complaint or grievance. CONTRACTOR shall also notify COUNTY of all incidents reportable to state licensing bodies that affect COUNTY consumers within twenty-four (24) hours of receipt of a complaint.

Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored consumers, CONTRACTOR shall provide COUNTY with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as that term is defined by the licensing or accrediting agency, and with fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

16. NON-DISCRIMINATION

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

17. REPORTING

CONTRACTOR agrees to provide COUNTY with any reports which may be required by State and/or Federal agencies for compliance with said Agreement. In addition, COUNTY requires

1 the submission of monthly reports detailing the work accomplished during the reporting period, and
2 problems, existing or anticipated, which should be brought to COUNTY'S attention. At the end of
3 each twelve (12) month period of this Agreement, COUNTY may request CONTRACTOR to
4 participate in a written evaluation of its performance relative to this Agreement, in order for COUNTY
5 to evaluate CONTRACTOR's performance under this Agreement.

6 In addition, CONTRACTOR shall provide COUNTY DBH with quarterly reports
7 regarding the Stasis Program's goals in accordance with Exhibit B, attached hereto and by this
8 reference incorporated herein.

9 **18. MONITORING**

10 CONTRACTOR agrees to extend to COUNTY's DBH and the State Department of
11 Mental Health, or their designees, the right to review and monitor records, programs or procedures, at
12 any time, in regard to consumers, as well as the overall operation of CONTRACTOR's programs in
13 order to ensure compliance with the terms and conditions of this Agreement.

14 **19. APPLICABLE RECORDS AND REPORTS**

15 A. Case Management - CONTRACTOR shall maintain adequate mental health
16 records on each individual tenant which shall include tenant assessments, individual personal services
17 plan, and records of services provided by CONTRACTOR's various professional and para-
18 professional personnel in sufficient detail to make possible an evaluation of services, and contain all
19 the data necessary in reporting to the State of California and the United States Department of Housing
20 and Urban Development, including records of tenant interviews and progress notes. All such records
21 shall be maintained pursuant to applicable laws concerning confidentiality and, in the case of Mental
22 Health records, California Welfare and Institutions Code, section 5328, *et seq.*, and Title 45, Code of
23 Federal Regulations, section 205.50. All mental health records shall be considered the property of
24 COUNTY and shall be retained by COUNTY at the termination or expiration of this Agreement.
25 CONTRACTOR may retain copies of these records at the time of termination or expiration if they so
26 choose.

27 B. Financial Records and Reports - Statistical data shall be kept and reports made
28 as required by the State of California and COUNTY's, Department of Behavioral Health Director or

1 designee. All such records shall be available for inspection by the designated auditors of the State of
2 California or COUNTY at reasonable times during normal business hours.

3 CONTRACTOR shall provide timely response for reports and information as requested
4 by COUNTY regarding usage, services or other data required to demonstrate program outcomes.

5 **20. COMPLIANCE WITH STATE REQUIREMENTS**

6 CONTRACTOR recognizes that COUNTY operates its mental health system under an
7 agreement with the State of California Department of Mental Health, and that under said agreement the
8 State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere
9 to the State requirements identified in Exhibit C, attached hereto and by this reference incorporated
10 herein.

11 **21. LIMITED ENGLISH PROFICIENCY**

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

24 **22. DRUG-FREE WORK PLACE REQUIREMENTS**

25 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee". By
26 drawing funds against this grant award, the grantee is providing the certification that is required by
27 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These
28 regulations require certification by grantees that they will maintain a drug-free workplace. False

1 certification or violation of the certification shall be grounds for suspension of payments, suspension
2 or termination of grants, or government wide suspension or debarment.

3 **23. LICENSES**

4 CONTRACTOR warrants that it possesses all licenses and/or certificates required by
5 local, State of California and/or Federal laws and regulations for the conduct of its business and shall
6 operate its business in accordance with all applicable laws and regulations. CONTRACTOR further
7 warrants that all of its personnel performing services under this Agreement shall be licensed and/or
8 certified where required to lawfully perform their duties and shall maintain such licensure and/or
9 certifications throughout the term of this Agreement. CONTRACTOR shall maintain copies of all
10 licenses and/or certifications noted above and shall allow COUNTY to review these documents upon
11 request.

12 **24. CLEAN AIR AND WATER**

13 In the event the funding under this Agreement exceeds One Hundred Thousand and
14 No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or
15 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq.*; the Clean Water
16 Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws, and regulations promulgated
17 thereunder. Under these laws and regulations, CONTRACTOR shall assure:

18 A. No facility shall be utilized in the performance of the Agreement that has been
19 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

20 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of
21 any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility
22 to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list
23 of Violating Facilities;

24 C. COUNTY and U.S. EPA shall be notified about any known violation of the
25 above laws and regulations; and

26 D. This assurance shall be included in every nonexempt sub-grant, contract, or
27 subcontract.
28

1 **25. NO THIRD PARTY BENEFICIARIES**

2 COUNTY and CONTRACTOR mutually recognize that services under this Agreement
3 will be rendered by CONTRACTOR to persons referred by COUNTY and it is not the intention of
4 either COUNTY or CONTRACTOR that such individuals occupy the position of intended third-party
5 beneficiaries of the obligations assumed by either party to this Agreement.

6 **26. COMPLIANCE**

7 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct
8 and Ethics and the COUNTY's Compliance Program in accordance with Exhibit D, attached hereto
9 and incorporated herein by reference. Within thirty (30) days of entering into the agreement with the
10 COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents and subcontractors
11 providing services under this Agreement certify in writing, that he or she has received, read,
12 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall
13 ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing
14 services under this Agreement shall certify in writing that he or she has received, read, understood,
15 and shall abide by the Contractor Code of Conduct and Ethics by completing "Contractor
16 Acknowledge and Agreement," identified in Exhibit D, attached hereto and by this reference
17 incorporated herein. CONTRACTOR understands that the promotion of and adherence to the Code of
18 Conduct is an element in evaluating the performance of CONTRACTOR and its employees, agents
19 and subcontractors.

20 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
21 employees, agents and subcontractors providing services under this Agreement shall complete general
22 compliance training and appropriate employees, agents and subcontractors shall complete
23 documentation and billing or billing/reimbursement training. All new employees, agents and
24 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
25 required to attend training shall certify in writing that he or she has received the required training. The
26 certification shall specify the type of training received and the date received. The certification shall be
27 provided to the COUNTY's Compliance Officer at 3147 N. Millbrook, Fresno, CA 93703.

28 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon

COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

27. ASSURANCES

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

A. If COUNTY has notice that CONTRACTOR has been charged with a criminal offense related to any Federal Health Care Program or is proposed for exclusion during the term on any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the proposed exclusion.

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

1 1. In the event the potential employee or subcontractor informs
2 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
3 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR
4 hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said
5 employee or subcontractor does no work, either directly or indirectly relating to services provided to
6 COUNTY.

7 2. Notwithstanding the above, COUNTY at its discretion may terminate this
8 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
9 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
10 of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to
11 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
12 determined by COUNTY to protect the interests of COUNTY consumers.

13 C. CONTRACTOR shall verify (by asking the applicable employees and
14 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
15 to perform professional services under this Agreement (1) are not currently excluded, suspended,
16 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
17 convicted of a criminal offense related to the provision of health care items or services; and (3) have
18 not been reinstated to participation in the Federal Health Care Program after a period of exclusion,
19 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
20 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in
21 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision
22 of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,
23 either direct or indirect, relating to services provided to COUNTY.

24 1. CONTRACTOR agrees to notify COUNTY immediately during the term
25 of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
26 case, is providing professional services under this Agreement is excluded, suspended, debarred or
27 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal
28 offense relating to the provision of health care services.

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

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

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

28. AUDITS AND INSPECTIONS

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

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

29. NOTICES

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

COUNTY

Director, Fresno County
Department of Behavioral Health
1925 E. Dakota

CONTRACTOR

Chief Executive Officer.
Turning Point of Central California, Inc.
P.O. Box 7447

Fresno, CA 93726

Visalia, CA 93290

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

30. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR(S)' advertising, fundraising, or publicity (*i.e.*, purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director, or designee and at a cost to be provided in writing for such items as written/printed materials, the use of media (*i.e.*, radio, television, newspapers) and any other related expense(s).

31. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* as identified in Exhibit E, attached hereto and by this reference incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

//

//

1 **32. GOVERNING LAW**

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

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

6 **33. ELECTRONIC SIGNATURE**

7 The parties agree that this Agreement may be executed by electronic signature as provided in this
8 section. An “electronic signature” means any symbol or process intended by an individual signing this
9 Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
10 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example
11 by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this
12 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this
13 Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial
14 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
15 The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the
16 Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section
17 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the
18 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees
19 that each other party may rely upon that representation. This Agreement is not conditioned upon the parties
20 conducting the transactions under it by electronic means and either party may sign this Agreement with an
21 original handwritten signature.

22 **34. ENTIRE AGREEMENT**

23 This Agreement, including all exhibits, constitutes the entire agreement between
24 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
25 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
26 understandings of any nature whatsoever unless expressly included in this Agreement.

27 ///

28 ///

 ///

 ///


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

3
4 ATTEST:

5 **CONTRACTOR:**
6 **TURNING POINT OF**
7 **CENTRAL CALIFORNIA, INC.**

COUNTY OF FRESNO

8 By Raymond R. Banks


Steve Brandau, Chairman
of the Board of Supervisors of the
County of Fresno

9
10 Print Name: Raymond R. Banks

11
12 Title: Chief Executive Officer
13 Chairman of the Board, or
President, or any Vice President

Date: Sept. 21, 2021

14 Date: 9/2/21

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno

15
16
17 By William Goodall

By Russell Cuyler
Deputy

18
19
20 Print Name: William Goodall

Date: Sept. 21, 2021

21 Title: Chief Financial Officer
22 Secretary (of Corporation), or
23 any Assistant Secretary, or
24 Chief Financial Officer, or
any Assistant Treasurer

25 Date: 9/2/2021

26 Mailing Address:
27 P.O. Box 7447
28 Visalia, CA 93290
Phone No.: (559) 732-8086 extension 140
Contact: Chief Operating Officer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Fund/Subclass: 0001/10000
Organization: 56302999
Account/Program: 7295/0

FY 2015-2016 (5 months) \$ 40,158
FY 2016-2017 \$ 96,379
FY 2017-2018 \$112,021
FY 2018-2019 \$126,332
FY 2019-2020 \$141,183
FY 2020-2021(7 months) \$ 82,357
Total Contract Amount \$598,430

STASIS PROGRAM BUDGET
February 1, 2021 through January 31, 2026

	Feb 1, 2021 - June 30, 2021 (5 mo)	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - Jan 31, 2026 (7 mo)	TOTAL
TP PLACEMENT REVENUE	\$ 16,000	\$ 38,400	\$ 38,400	\$ 38,400	\$ 38,400	\$ 22,400	\$ 192,000
COUNTY REVENUE	\$ 40,158	\$ 96,379	\$ 112,021	\$ 126,332	\$ 141,183	\$ 82,357	\$ 598,430
STASIS RENTAL REVENUE	\$ 25,500	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946	\$ 37,885	\$ 315,627
TP RENTAL REVENUE	\$ 1,667	\$ 4,000	\$ 4,080	\$ 4,162	\$ 4,245	\$ 2,476	\$ 20,630
CONTRIBUTIONS REVENUE	\$ 20,987	\$ 50,368	\$ 50,368	\$ 50,368	\$ 50,368	\$ 29,381	\$ 251,840
HUD GRANT REVENUE	\$ 201,006	\$ 482,414	\$ 482,414	\$ 482,414	\$ 482,414	\$ 281,408	\$ 2,412,070
TOTAL	\$ 305,318	\$ 732,761	\$ 749,707	\$ 765,348	\$ 781,556	\$ 455,907	\$ 3,790,597
Daily Rate	\$ 15.09	\$ 15.09	\$ 17.54	\$ 19.78	\$ 22.10	\$ 22.10	

OUTCOME GOAL

OUTCOME DATA

(During each annual reporting period)

GOAL 1 - RESIDENTIAL STABILITY

Objective

80% of all residents will maintain their residency on an on-going basis.

....% of residents that maintained their residency.

Objective:

75% of all residents will achieve a reduction in the number of days out of residence due to hospitalization or incarceration.

....% of all residents achieved a reduction in numbers of days hospitalized or incarcerated.

Objective:

50% pf all residents will achieve a reduction in intensive or crisis mental health services.

.....% of all residents achieved a reduction in intensive crisis services.

GOAL 2 - INCREASED SKILLS AND/OR INCOME

Objective:

100% of residents entering the program will access resources/benefits to which they may be entitled within 3 months of initial residency.

..... % of the residents accessed services within their initial 3 months of residency.

Objective:

80% of all residents will voluntarily participate in life skills activities on a weekly basis to promote self-sufficiency.

.....% voluntarily participated in life skills activities weekly.

Objective:

100% of all residents will participate in one socialization activity per month.

.....% of the residents participated in one activity per month.

Objective:
25% of all residents will have gainful employment or be attending school.

....% of residents have gained employment or are attending school.

GOAL 3 – ACHIEVEMENT OF GREATER SELF-DETERMINATION

Objective:
100% of all residents will have completed an Individualized Service Plan (ISP) that outlines their immediate goals and long terms goals within the tenant's first week of residency.

....% of residents completed an ISP within their first week of tenancy.

Objective:
80% of all residents will meet at least 2 goals included within their ISP.

....% of all residents completed at least 2 goals within their ISP.

Objective:
85% of all residents will develop at least one new enhancement to their social support system (family, friends, peers).

.....% of residents developed an enhancement to their social support system.

Objective:
60% of all residents will participate in peer support network or tenant council.

.....% of all residents participated in peer support or tenant council.

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.

Fresno County Mental Health Compliance Program CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractors shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealings related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline.

Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.

10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible Person and therefore excluded from participation in the Federal health care programs.

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

Agency Name

(If applicable): Turning Point of Central California, Inc.

Provider or

Employee Name (Printed): Raymond R. Banks

Discipline (Indicate below if applicable):

Licensed : ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

UnLicensed: ☐ Psychologist ☐ ASW ☐ IMF

Other _____

Job Title

(If different from Discipline): Chief Executive Officer

Signature: _____

Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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