

AGREEMENT

This Agreement is made and entered into the 6th day of March 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California (COUNTY), and the **CITY OF FRESNO POLICE DEPARTMENT**, whose address is 2323 Mariposa Street, Fresno California, 93721 (**CONTRACTOR**).

WITNESSETH:

WHEREAS, COUNTY's Department of Behavioral Health (DBH) desires to establish a collaborative Crisis Intervention Team (CIT), comprised of DBH staff and law enforcement staff that will be co-located at 1925 E. Dakota Avenue, Fresno, CA 93726 with the purpose of providing co-response within the Fresno metropolitan (Metro) area. The Fresno Metro Crisis Intervention Team will be a Unit consisting of dual response by law enforcement and DBH clinical and program staff; and

WHEREAS, CONTRACTOR desires to adopt a collaborative approach with law enforcement staff in response to 911 emergency mental health crisis calls to provide appropriate mental health crisis intervention services, post-crisis follow-up services, community and law enforcement training, education, and outreach; and

WHEREAS, DBH has a need for a law enforcement partner to provide the co-located, co-response, Crisis Intervention Team law enforcement responsibilities; and

WHEREAS, CONTRACTOR has the personnel skilled as law enforcement; and

WHEREAS, CONTRACTOR is qualified and is willing to provide such responsibilities, pursuant to the terms of conditions of this Agreement.

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

1. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall fulfill all responsibilities as identified in **Exhibit A**, "Scope of Work", attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall collect, maintain and report all data for Crisis Intervention

1 Team responsibilities provided to the Fresno Metro area, including but not limited to: staff schedules
2 and reports; monthly invoices and general ledgers; and other data as requested.

3 C. CONTRACTOR agrees that while providing services under the terms and
4 conditions of this Agreement, CONTRACTOR shall have qualified law enforcement staff hired,
5 trained, and prepared to provide program responsibilities and operations or COUNTY may, in addition
6 to other remedies it may have, suspend or terminate this Agreement, in accordance with Section Three
7 (3) of this Agreement.

8 **2. TERM**

9 This Agreement shall become effective retroactive to the 1st day of September, 2017,
10 and shall terminate on the 30th day of June, 2020.

11 This Agreement may be extended for two (2) additional consecutive twelve (12) month
12 periods upon the written approval of both parties no later than thirty (30) days prior to the first day of
13 the next twelve (12) month extension period. The DBH Director, or designee, is authorized to execute
14 such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

15 **3. TERMINATION**

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

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

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

26 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
27 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
28 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the

1 breach or default. COUNTY shall have the right to demand of CONTRACTOR repayment to
2 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
3 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
4 promptly refund any such funds upon demand or, at COUNTY's option; such repayment shall be
5 deducted from future payments owing to CONTRACTOR under this Agreement.

6 C. Without Cause - Under circumstances other than those set forth above, this
7 Agreement may be terminated by COUNTY, or CONTRACTOR, or COUNTY's DBH Director or
8 designee, upon the giving of thirty (30) days advance written notice of intent to terminate.

9 **4. COMPENSATION**

10 A. Maximum Compensation

11 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
12 compensation based upon actual expenditures incurred by CONTRACTOR for monthly costs, in
13 accordance with the budget identified in **Exhibit B** "Crisis Intervention Team Budget", attached hereto
14 and with this reference made part of this Agreement.

15 The maximum compensation amount under this Agreement for the period
16 September 1, 2017, through June 30, 2018, shall not exceed Four Hundred, Sixty-Two Thousand, Nine
17 Hundred Twenty-Five and No/100 Dollars (\$462,925.00).

18 The maximum compensation amount under this Agreement for each subsequent
19 twelve (12) month period, shall not exceed Two Hundred, Eighteen Thousand, Nine Hundred Fifteen
20 and No/100 Dollars (\$218,915.00).

21 In no event shall the maximum contract amount for the services provided by the
22 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of One
23 Million, Three Hundred Thirty-Eight Thousand, Five Hundred Eighty-Five and No/100 Dollars
24 (\$1,338,585.00) during the total five (5) year term of the Agreement.

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

1 C. Except as provided below regarding State payment delays, payments shall be
2 made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month,
3 within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly
4 invoicing as described in Section Five (5) herein. Payments shall be made after receipt and
5 verification of actual expenditures incurred by CONTRACTOR for monthly costs, as identified in
6 Exhibit B "Crisis Intervention Team Budget", in the performance of this Agreement and shall be
7 documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of
8 said expenditures.

9 CONTRACTOR shall submit to the COUNTY by the tenth (10th) of each month
10 a detailed general ledger (GL) itemizing costs incurred in the previous month. Failure to submit GL
11 reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold
12 payments until there is compliance, as further described in Section Five (5) herein.

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

16 All final invoices, and/or any final budget modification requests, shall be
17 submitted by CONTRACTOR within sixty (60) days following the final month for which payment is
18 claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day
19 closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms
20 and conditions of this Agreement shall automatically revert to COUNTY.

21 E. The responsibilities provided by CONTRACTOR under this Agreement are
22 funded in whole or in part by the State of California. In the event that funding for these services is
23 delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the
24 deferred payment shall not exceed the amount of funding delayed by the State Controller to the
25 COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the
26 State Controller's delay of payment to COUNTY plus forty-five (45) days.

27 F. Any compensation which is not consumed by expenditures of CONTRACTOR
28 by the expiration or termination of this Agreement shall automatically revert to COUNTY.

1 **5. INVOICING**

2 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of
3 each month for the prior month's actual expenses incurred to DBHInvoices@co.fresno.ca.us. After
4 CONTRACTOR incurs expenses, CONTRACTOR shall invoice COUNTY for payment.

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

16 C. CONTRACTOR shall submit monthly invoices and general ledgers that itemize
17 the line item charges for monthly program costs (per applicable budget, as identified in Exhibit B
18 "Crisis Intervention Team Budget). The invoices and general ledgers will serve as tracking tools to
19 determine if CONTRACTOR's costs are in accordance with its budgeted cost. Failure to submit
20 general ledger reports and supporting documentation shall be deemed sufficient cause for COUNTY to
21 withhold payments until there is compliance, as further described in Section Five (5) herein.

22 D. CONTRACTOR shall submit monthly staffing reports that identify all staff and
23 full time hours worked to be used as a tracking tool to determine if CONTRACTOR is staffed
24 according to the Agreement requirements.

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

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1 F. CONTRACTOR must attend COUNTY's Business Office training on equipment
2 reporting for assets, intangible and sensitive minor assets.

3 G. Data entry shall be the responsibility of the CONTRACTOR. The data for
4 billing must be reconciled by the CONTRACTOR to the monthly invoices submitted for payment.

5 **6. INDEPENDENT CONTRACTOR**

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

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

25 **7. MODIFICATION**

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

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1 Notwithstanding the above, changes to line items in the budgets, attached hereto as
2 Exhibit B "Crisis Intervention Team Budget", which do not exceed ten percent (10%) of the total
3 maximum compensation payable to CONTRACTOR, as set forth in Exhibit B "Crisis Intervention
4 Team Budget", may be made with the written approval of the DBH Director, or designee, and
5 CONTRACTOR. Said budget line item changes shall not result in any change to the maximum
6 compensation amount payable to CONTRACTOR, as stated herein. Changes to the line items in the
7 budget attached hereto as Exhibit B, that exceed ten percent (10%) of the maximum compensation
8 payable to the CONTRACTOR may be made with the signed written approval of the DBH Director,
9 or designee, through an amendment approved by the COUNTY's County Counsel and Auditor-
10 Controller/Treasurer-Tax Collector.

11 **8. NON-ASSIGNMENT**

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

14 **9. HOLD-HARMLESS**

15 CONTRACTOR shall indemnify, hold harmless and defend COUNTY and each of its
16 officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
17 forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to
18 personal injury, death at any time and property damage) incurred by COUNTY, CONTRACTOR or
19 any other person, and from any and all claims, demands and actions in law or equity (including
20 attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the
21 negligent or intentional acts or omissions, or willful misconduct of CONTRACTOR or any of its
22 officers, officials, employees, agents or volunteers in the performance of this Agreement; provided
23 nothing herein shall constitute a waiver by CONTRACTOR of governmental immunities including
24 California Government Code section 810 et seq.

25 COUNTY shall indemnify, hold harmless and defend CONTRACTOR and each of its
26 officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
27 forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to
28 personal injury, death at any time and property damage) incurred by the CONTRACTOR, COUNTY

1 or any other person, and from any and all claims, demands and actions in law or equity (including
2 attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the
3 negligent or intentional acts or omissions, or willful misconduct of COUNTY or any of its officers,
4 officials, employees, agents or volunteers in the performance of this Agreement; provided nothing
5 herein shall constitute a waiver by COUNTY of governmental immunities including California
6 Government Code section 810 et seq..

7 In the event of concurrent negligence on the part of CONTRACTOR or any of its
8 officers, officials, employees, agents or volunteers, and COUNTY or any of its officers, officials,
9 employees, agents or volunteers, the liability for any and all such claims, demands and actions in law
10 or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under
11 the State of California's theory of comparative negligence as presently established or as may be
12 modified hereafter.

13 This section shall survive termination or expiration of this Agreement.

14 **10. INSURANCE**

15 Required Insurance: Without limiting the COUNTY's right to obtain indemnification
16 from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
17 force and effect the following insurance policies throughout the term of this Agreement:

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than One Million
20 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
21 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
22 COUNTY may require specific coverage including completed operations,
23 product liability, contractual liability, Explosion, Collapse, and Underground
24 (XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of
27 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, One
28 Million Dollars (\$1,000,000) per accident and for property damages of not less

1 than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single
2 limit of Two Million Dollars (\$2,000,000). Coverage should include owned and
3 non-owned vehicles used in connection with this Agreement.

4 C. Professional Liability

5 If CONTRACTOR employs professional law enforcement staff in providing
6 services, Law Officers Legal and Professional Liability Insurance with limits of
7 not less than One Million Dollars (\$1,000,000) per occurrence, Three Million
8 Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall
9 maintain, at its sole expense, in full force and effect for a period of three (3)
10 years following the termination of this Agreement, one or more policies of
11 professional liability insurance with limits of coverage as specified herein.

12 D. Worker's Compensation

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

15 E. Child Abuse/Molestation Liability

16 Sexual Abuse / Molestation Liability Insurance (including but not limited to
17 corporal punishment liability, sexual abuse and molestation liability, and child
18 abduction liability) with limits of not less than One Million Dollars (\$1,000,000)
19 per occurrence, Two Million Dollars (\$2,000,000) annual aggregate. This policy
20 shall be issued on a per occurrence basis.

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

Within thirty (30) days from the date CONTRACTOR signs this Agreement,

1 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
3 3133 N. Millbrook Avenue, Fresno, California, 93703, Attention: Mental Health Contracts Division,
4 stating that such insurance coverage's have been obtained and are in full force; that the County of
5 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;
6 that such Commercial General Liability insurance names the County of Fresno, its officers, agents and
7 employees, individually and collectively, as additional insured, but only insofar as the operations
8 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
9 insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents
10 and employees, shall be excess only and not contributing with insurance provided under the
11 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
12 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

19 **11. REPORTS**

20 A. CONTRACTOR shall also furnish to COUNTY such statements, records,
21 reports, data, and other information as DBH may request pertaining to matters covered by this
22 Agreement. In the event that CONTRACTOR fails to provide such reports or other information
23 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments
24 until there is compliance. In addition, CONTRACTOR shall provide written notification and
25 explanation to COUNTY within five (5) days of any funds received from another source to conduct
26 the same services covered by this Agreement.

27 CONTRACTOR shall submit to DBH by the tenth (10th) of each month all monthly
28 activity and budget reports for the preceding month. All data transmitted must be in strict

1 conformance with Section Fifteen (15) and Section Sixteen (16) of this Agreement.

2 **12. MONITORING**

3 CONTRACTOR agrees to extend to COUNTY's staff, DBH Director, and/ or their
4 designees, the right to review and monitor records, duties or procedures, at any time, in regard to the
5 overall operation of CONTRACTOR's responsibilities, in order to ensure compliance with the terms
6 and conditions of this Agreement.

7 **13. REFERENCES TO LAWS AND RULES**

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

11 **14. CONFIDENTIALITY**

12 All services performed by CONTRACTOR under this Agreement and any information
13 CONTRACTOR creates, receives, or maintains pertaining to protected health information shall be in
14 strict conformance with all applicable federal, State of California and/or local laws and regulations
15 relating to confidentiality.

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

17 A. The parties to this Agreement shall be in strict conformance with all applicable
18 Federal and State of California laws and regulations, including but not limited to Sections 5328,
19 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of
20 Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the
21 Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section
22 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but
23 not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for
24 Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient
25 information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the
26 confidentiality of genetic information.

27 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
28 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,

1 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such
2 use or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA),
3 USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable
4 to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*),
5 except as authorized for management, administrative or legal responsibilities of the Business
6 Associate.

7 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
8 unauthorized access, use, or disclosure of names and other identifying information, including genetic
9 information, concerning persons receiving services pursuant to this Agreement, except where
10 permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections
11 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons
12 receiving services pursuant to a COUNTY funded program. This requirement applies to electronic
13 PHI. CONTRACTOR shall not use such identifying information or genetic information for any
14 purpose other than carrying out CONTRACTOR’s obligations under this Agreement.

15 C. CONTRACTOR, including its subcontractors and employees, shall not disclose
16 any such identifying information or genetic information to any person or entity, except as otherwise
17 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,
18 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI
19 that is permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable
20 efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or
21 request.

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

25 E. For purposes of the above sections, genetic information shall include genetic
26 tests of family members of an individual or individual, manifestation of disease or disorder of family
27 members of an individual, or any request for or receipt of, genetic services by individual or family
28 members. Family member means a dependent or any person who is first, second, third, or fourth

1 degree relative.

2 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the
3 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
4 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
5 Section 164.524 regarding access by individuals to their PHI. With respect to individual requests,
6 access shall be provided within thirty (30) days from request. Access may be extended if
7 CONTRACTOR cannot provide access and provides individual with the reasons for the delay and the
8 date when access may be granted. PHI shall be provided in the form and format requested by the
9 individual or COUNTY.

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

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

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

1 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer
2 and COUNTY's DPH HIPAA Representative. This written investigation and description of any
3 reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the
4 breach to the addresses below:

5 County of Fresno	County of Fresno	County of Fresno
6 Dept. of Behavioral Health	Dept. of Public Health	Information Technology Services
7 HIPAA Representative	Privacy Officer	Information Security Officer
8 (559) 600-6798	(559) 600-6405	(559) 600-5800
9 3147 N. Millbrook Ave.	(559) 600-6439	333 W. Pontiac Way
Fresno, CA 93703	P.O. Box 11867	Clovis, CA 93612
	Fresno, CA 93775	

10 H. CONTRACTOR shall make its internal practices, books, and records relating to
11 the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR
12 on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the
13 requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its
14 internal practices, books, and records relating to the use and disclosure of PHI received from
15 COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the
16 United States Department of Health and Human Services (Secretary) upon demand.

17 CONTRACTOR shall cooperate with the compliance and investigation reviews
18 conducted by the Secretary. PHI access to the Secretary must be provided during the
19 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time
20 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
21 CONTRACTOR and in possession of a subcontractor, it must certify efforts to obtain the information
22 to the Secretary.

23 I. Safeguards

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

1 CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and
2 vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall
3 develop and maintain a written information privacy and security program that includes administrative,
4 technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's
5 operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall
6 provide COUNTY with information concerning such safeguards.

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

12 1. Passwords must not be:

- 13 a. Shared or written down where they are accessible or recognizable
14 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- 15 b. A dictionary word; or
- 16 c. Stored in clear text

17 2. Passwords must be:

- 18 a. Eight (8) characters or more in length;
- 19 b. Changed every ninety (90) days;
- 20 c. Changed immediately if revealed or compromised; and
- 21 d. Composed of characters from at least three (3) of the following
22 four (4) groups from the standard keyboard:

- 23 1) Upper case letters (A-Z);
- 24 2) Lowercase letters (a-z);
- 25 3) Arabic numerals (0 through 9); and
- 26 4) Non-alphanumeric characters (punctuation symbols).

27 CONTRACTOR shall implement the following security controls on each
28 workstation or portable computing device (e.g., laptop computer) containing confidential,

1 personal, or sensitive data:

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

5 system/software vendor security patches.

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

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

16 J. Mitigation of Harmful Effects

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

21 K. CONTRACTOR's Subcontractors

22 CONTRACTOR shall ensure that any of its CONTRACTORS, including subcontractors, if applicable,
23 to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR on
24 behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that apply to
25 CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant provisions
26 of these provisions into each subcontract or sub-award to such agents or subcontractors..

27 L. Employee Training and Discipline

28 CONTRACTOR shall train and use reasonable measures to ensure compliance

1 with the requirements of these provisions by employees who assist in the performance of functions or
2 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
3 employees who intentionally violate any provisions of these provisions, including termination of
4 employment.

5 M. Termination for Cause

6 Upon COUNTY's knowledge of a material breach of these provisions by
7 CONTRACTOR, COUNTY shall either:

8 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
9 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the
10 violation within the time specified by COUNTY; or

11 2. Immediately terminate this Agreement if CONTRACTOR has breached a
12 material term of these provisions and cure is not possible.

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

16 N. Judicial or Administrative Proceedings

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

23 O. Effect of Termination

24 Upon termination or expiration of this Agreement for any reason,
25 CONTRACTOR shall return or destroy all PHI received from COUNTY (or created or received by
26 CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall
27 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend
28 the protections of these provisions to such information, and limit further use of such PHI to those

1 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI
2 that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If
3 CONTRACTOR destroys the PHI data, a certification of date and time of destruction shall be
4 provided to the COUNTY by CONTRACTOR.

5 P. Disclaimer

6 COUNTY makes no warranty or representation that compliance by
7 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
8 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
9 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
10 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
11 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

12 Q. Amendment

13 The parties acknowledge that federal and state laws relating to electronic data
14 security and privacy are rapidly evolving and that amendment of these provisions may be required to
15 provide for procedures to ensure compliance with such developments. The parties specifically agree
16 to take such action as is necessary to amend this agreement in order to implement the standards and
17 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating
18 to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days
19 written notice in the event that CONTRACTOR does not enter into an amendment providing
20 assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to
21 satisfy the standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

22 R. No Third-Party Beneficiaries

23 Nothing express or implied in the terms and conditions of these provisions is
24 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
25 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
26 liabilities whatsoever.

27 S. Interpretation

28 The terms and conditions in these provisions shall be interpreted as broadly as

1 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws.
2 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved
3 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

4 T. Regulatory References

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

7 U. Survival

8 The respective rights and obligations of CONTRACTOR as stated in this Section
9 shall survive the termination or expiration of this Agreement.

10 V. No Waiver of Obligations

11 No change, waiver or discharge of any liability or obligation hereunder on any
12 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
13 or shall prohibit enforcement of any obligation on any other occasion.

14 **16. DATA SECURITY**

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

21 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

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

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

1 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

8 C. COUNTY-Owned Computer Equipment

9 CONTRACTOR, including its subcontractors and employees, may not use
10 COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization
11 from the COUNTY's Chief Information Officer, and/or designee(s).

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

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

19 F. Confidential client information transmitted to one party by the other by means of
20 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
23 violations, breaches or potential breaches of security related to COUNTY's confidential information,
24 data maintained in computer files, program documentation, data processing systems, data files and
25 data processing equipment which stores or processes COUNTY data internally or externally.

26 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
27 arising from a possible breach of security related to COUNTY's confidential client information
28 provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to

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

4 **17. NON-DISCRIMINATION**

5 During the performance of this Agreement CONTRACTOR shall not unlawfully
6 discriminate against any employee or applicant for employment, or recipient of services, because of
7 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,
8 age or gender, pursuant to all applicable State of California and federal statutes and regulations.

9 **18. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

27 **19. PROHIBITION ON PUBLICITY**

28 None of the funds, materials, property or services provided directly or indirectly under

1 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,
 2 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
 3 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement
 4 shall be allowed as necessary to raise public awareness about the availability of such specific services
 5 when approved in advance by the DBH Director or designee and at a cost to be provided in Section
 6 Four (4) of this Agreement for such items as written/printed materials, the use of media (i.e., radio,
 7 television, newspapers) and any other related expense(s).

8 **20. PROPERTY OF COUNTY**

9 A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and
 10 intangible property obtained or controlled under COUNTY's Mental Health Plan for use in operational
 11 capacity and will benefit COUNTY for a period more than one (1) year. Depreciation of the qualified
 12 items will be on a straight-lien basis.

13 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 14 1. Asset must have life span of over one year.
- 15 2. The asset is not a repair part.
- 16 3. The asset must be valued at or greater than the capitalization thresholds

17 for the asset type:

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
○ equipment	
○ vehicles	
• or intangible asset	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• and capital lease	\$5,000

23 Qualified fixed asset equipment is to be reported and approved by COUNTY. If
 24 it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed
 25
 26
 27
 28

1 Asset Log, (**Exhibit C**, and **Exhibit Ca** – Fixed Asset Log Instructions) will be maintained by
2 COUNTY’s Asset Management System and inventoried annually until the asset is fully depreciated.
3 During the terms of this Agreement, CONTRACTOR’s fixed assets may be inventoried in comparison
4 to COUNTY’s DBH Asset Inventory System.

5 B. Certain purchases under Five Thousand and No/100 Dollars (\$5,000.00) but
6 more than One Thousand and No/100 Dollars (\$1,000.00) with over one (1) year life span, and are
7 mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to
8 computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY’s DBH
9 Director or designee. CONTRACTOR maintains a tracking system on the items and are not required
10 to be capitalized or depreciated. The items are subject to annual inventory for compliance.

11 C. Assets shall be retained by COUNTY, as COUNTY property, in the event this
12 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate
13 in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination of this
14 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are
15 returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all
16 COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if
17 unable to produce the assets at the expiration or termination of this Agreement.

18 CONTRACTOR further agrees to the following:

19 1. To maintain all items of equipment in good working order and condition,
20 normal wear and tear excepted;

21 2. To label all items of equipment with COUNTY assigned number, to
22 perform periodic inventories as required by COUNTY and to maintain an inventory list showing where
23 and how the equipment is being used in accordance with procedures developed by COUNTY. All such
24 lists shall be submitted to COUNTY within ten (10) days of any request therefore;

25 3. To report in writing to COUNTY immediately after discovery, the loss or
26 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
27 and a copy of the police report submitted to COUNTY

28 D. The purchase of any equipment by CONTRACTOR with funds provided

1 hereunder shall require the prior written approval of the DBH Director or designee, shall fulfill the
2 provisions of this Agreement as appropriate, and must be directly related to CONTRACTOR's duties or
3 activity under the terms of this Agreement. The DBH may refuse reimbursement for any costs resulting
4 from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not
5 been obtained from the DBH Director or designee.

6 E. CONTRACTOR must obtain prior written approval from the DBH whenever there
7 is any modification or change in the use of any property acquired or improved, in whole or in part, using
8 funds under this Agreement. If any real or personal property acquired or improved with said funds
9 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this
10 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market
11 value of the property, less any portion thereof attributable to expenditures of non-budgeted funds. These
12 requirements shall continue in effect for the life of the property. In the event the Agreement is closed
13 out, the requirements for this Section shall remain in effect for activities or property funded with said
14 funds.

15 F. Notwithstanding the above, CONTRACTOR shall maintain possession of law
16 enforcement items, which shall include items that would solely be utilized by law enforcement
17 personnel.

18 **21. AUDITS AND INSPECTIONS**

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

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

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

28 CONTRACTOR is required to disclose if any of the following conditions apply to them,

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

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

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

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

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

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

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

3 **23. NOTICES**

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

6 COUNTY

7 Director, Fresno County
8 Department of Behavioral Health
9 3133 N. Millbrook Avenue
Fresno, CA 93703

CONTRACTOR

Lieutenant Joe Alvarez
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

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

14 **24. GOVERNING LAW**

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

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

19 **25. ENTIRE AGREEMENT**

20 This Agreement, including all Exhibits between the CONTRACTOR and COUNTY
21 with respect to the subject matter hereof and supersedes all previous agreement negotiations,
22 proposals, commitments, writings, advertisements, publications, and understandings of any nature
23 whatsoever unless expressly included in this Agreement.

24
25 [Signatures follow on the next page]
26
27
28

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

3 CONTRACTOR

COUNTY OF FRESNO

4 CITY OF FRESNO,
5 FRESNO POLICE DEPARTMENT

6 By: [Signature]
7 Jerry P. Dyer,
Chief of Police

By: [Signature]
Sal Quintero, CHAIRMAN
Board of Supervisors of the County of
Fresno

8 Date: 2/21/18

Date: March 6, 2018

9 APPROVED AS TO FORM:
10 DOUGLAS T. SLOAN
11 City Attorney

12 By: [Signature]
13 Brandon M. Collet
14 Deputy City Attorney

ATTEST:
BERNICE E. SEIDEL
Clerk to the Board of Supervisors
County of Fresno, State of California

By: [Signature]
Deputy

Date: 2/22/18

Date: March 6, 2018

15 ATTEST:
16 YVONNE SPENCE, MMC
17 City Clerk

18 By: [Signature]
19 Deputy Marco Martire z

20 Date: 2/22/18

- 21
22
23 Attachments:
24 Exhibit A
25 Exhibit B
26 Exhibit C
27 Exhibit Ca
28 Exhibit D

1 **FOR ACCOUNTING USE ONLY:**

2 Fund/Subclass: 0001/10000

3 Organization: 56304769

4 Account/Program: 7295

5 FY 2017-18 \$462,925

6 FY 2018-19 \$218,915

7 FY 2019-20 \$218,915

8 FY 2020-21 \$218,915

9 FY 2021-22 \$218,915

10 TOTAL: \$1,338,585

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E.G.

FRESNO METRO CRISIS INTERVENTION TEAM SERVICES

SCOPE OF WORK

CONTRACTOR: Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CONTRACT: Fresno Metro Crisis Intervention Team

CONTRACT TERM: 9/1/2017 to 6/30/2022

CONTRACT MAXIMUM: \$1,338,585.00

<u>Fiscal Year</u>	<u>Contract Max</u>
2017 - 18	\$462,925.00
2018 - 19	\$218,915.00
2019 - 20	\$218,915.00
2020 - 21	\$218,915.00
2021 - 22	<u>\$218,915.00</u>
	\$1,338,585.00

PROJECT DESCRIPTION

The County of Fresno, on behalf of the Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), initiated a partnership with the Fresno Police Department (Fresno PD) in providing behavioral health Crisis Intervention Team (CIT) Services within the Fresno metropolitan (Metro) area. The Crisis Intervention Team is a co-located, co-response unit consisting of dual response by law enforcement, Fresno PD, and County DBH clinical and program staff. This collaboration will allow the Crisis Intervention Team to respond to calls in which there is a behavioral health need to provide compassionate, client/family centered crisis interventions to persons and support systems that are experiencing behavioral health signs and symptoms. The Crisis Intervention Team based in the Fresno Metro area will assist in 911 calls from the public and will be dispatched jointly to the scene, which will allow Fresno PD patrol officers to continue on to new incoming 911 calls. The Crisis Intervention Team will jointly provide the behavioral health interventions within a secure scene. The Crisis Intervention Team will be able to respond to and handle the initial crisis, but will be able provide post-crisis contacts, referrals, and linkages. The Crisis Intervention Team services are fully-funded by the Mental Health Services Act, Prevention and Early Intervention funds.

Behavioral health services provided by County's DBH may include, but are not limited to: screening, triage, assessment, crisis intervention, community referrals and linkages, and short-term/brief case management. Services shall also include community outreach, engagement, education, and prevention to those potentially in need of

services for mental illness and/or co-occurring substance use disorders, the general public, emergency first responders, and other community agencies.

PROGRAM GOALS AND OBJECTIVES

The goals and objectives of this project include, but are not limited to:

- Response to 911 dispatched calls to ultimately be able to release the Fresno PD patrol officer on scene;
- Provision of team-based crisis intervention triage services which include evaluation of the need for a possible 5150 involuntary hold, the completion of the hold, and/or assessment and interventions that will deescalate and/or resolve the crisis, hopefully to avoid unnecessary crisis stabilization services, hospitalization or jail admission;
- Crisis interventions which may include, but are not limited to:
 - o Linkages and referrals to services, including making appointments for those in need while in the field;
 - o Communication with a current treatment provider (if applicable) and assist in safety planning and wellness plan;
 - o Engagement with client/support system resulting in resolution of the crisis, and/or the agreement for next day/short term follow up with the individual.
- “The right help the first time”: these services shall be conducted by mutual interagency coordination between mental health and law enforcement to identify, triage, assess, and connect or reconnect clients to treatment and support, and to mitigate unnecessary expenditures of law enforcement.
- Collaboration with other entities (e.g., Emergency Medical Services, Board and Care Operators) that may identify individuals that are experiencing a crisis in the community and impacting the service or agency and the individuals well-being. This collaboration could result in proactive contact being made with the individual for purposes of engagement and linkages.

Program Methods:

- 1) With the placement of behavioral health staff and law enforcement within a co-location, staff will establish data that identifies behavioral health clients who repeatedly use 911 emergency/crisis resources as well as develop crisis intervention strategies for the identified clients;
 - a. Clinical staff will be available to engage and work with clients/families on a local prevention plan using tools such as Motivational Interviewing, Wellness Recovery Action Plan, etc.
- 2) County DBH staff co-located with law enforcement will increase justice system resources for response to safety and criminal behavior calls/needs.
- 3) The Crisis Intervention Team staff will be on-site for rapid response and behavioral health triage, screening and assessment as the subject matter expert and will provide appropriate interventions and or linkages with follow up.

- 4) Individuals with mental illness who engage with law enforcement will have more efficient access to crisis services, receive treatment more sensitive to their mental condition, experience fewer legal concerns and costs related to the encounter with law enforcement, have improved safety and experience less discrimination.

CONTRACTOR RESPONSIBILITIES:

FRESNO PD SHALL:

- 1) Co-respond in the same vehicle with behavioral health clinical staff to potential mental health related calls and assist in providing Crisis Intervention Team services as indicated herein.
- 2) Be flexible and adaptable to meet the evolving needs of the community, in particular the increased volume of mental health related calls received and services required.
- 3) Assist in providing culturally, ethnically, and linguistically relevant mental health triage services.
- 4) Collect data regarding call volume, which may include, but not be limited to: demographics/outcome of call(er), date/time of call, recidivism of calls/access to justice system and other parts of the crisis system, hours saved for patrol, homelessness and prevention/outreach activities.
- 5) Dress in appropriate specialized Fresno PD Crisis Intervention Team “casual wear” (i.e., polo shirt) to minimize the intimidation factor felt by clients when approached by fully uniformed PD officers.
- 6) Lease and utilize specialized, non-standard PD patrol vehicles that are less intimidating to clients than typical fully outfitted, standard, patrol vehicles.
- 7) Attend annual and other on-going trainings, as necessary, related to crisis intervention and de-escalation tactics.

STAFFING REQUIREMENTS:

Fresno PD initial staffing shall include:

- 1) One (1) Fresno PD Sergeant to provide oversight over four (4) PD Officers.
 - a. If/when funding allows for and data indicates need for project expansion, expansions could include (1) Fresno PD Sergeant to provide oversight over eight (8) PD Officers and/or other supports [e.g., Detective(s)].

- 2) Adequate shift schedules of PD Officers to cover Crisis Intervention Team services provided five (5) days a week, fourteen (14) hours a day (6:30 am - 10:00 pm).

COUNTY RESPONSIBILITIES:

COUNTY shall:

- 1) Provide behavioral health staff that is available to co-locate and co-respond with the Crisis Intervention Team.
- 2) Work with Fresno PD to create linkages within the County's DBH system.
- 2) Provide oversight, support, coordination, and ongoing monitoring of the Crisis Intervention Team services through the County's DBH Contracted Services Division. Oversight shall include, but not be limited to, coordination with the State Department of Health Care Services as it may pertain to program administration and outcomes.
- 3) Notify Fresno PD staff of their responsibilities through letters and other written communications, conferences, formal and informal trainings and individual consultation.
- 4) Provide consultation on a regular basis by facilitating monthly meetings to include the County DBH Staff Analyst, DBH's clinical staff, and Fresno PD's staff.
- 5) Receive and analyze statistical performance data throughout the term of the contract on a monthly basis.
- 6) Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the vendor efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to contractor(s):
 - A. Technical assistance to Fresno PD regarding cultural competency requirements and sexual orientation training; and
 - B. Mandatory cultural competency training including sexual orientation and sensitivity training for DBH and Fresno PD staff, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay,

bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.

- 7) Assist Fresno PD in establishing and maintaining working relationships with emergency first responders, including co-location and co-response needs that may arise.

Vendor:		Contract#		Contact Person		Contact#						
Fixed Asset and Sensitive Item Tracking												
Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
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Example Example

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item.	Required
b	Make/Brand	Identify the company that manufactured the item.	Required
c	Model	Identify the model number for the item, if applicable.	Conditional
d	Serial #	Identify the serial number for the item, if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item.	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item.	Required
i	Purchase Date	Indicate the date the agency purchased the item.	Required
j	Location	Indicate the physical location of the item	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item.	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

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)"

		Crisis Intervention Team Budget										Exhibit B	
		FY 17/18					FY 17/18						
QTY	Acct.	Name	Price per item	1 Sgt 8 Officers	One-time costs	FY 18/19	FY 19/20	FY 20/21	FY 21/22				
9	1069	Ford Explorers (white) Lease		92,829.00		92,829.00	92,829.00	92,829.00	92,829.00				
9	1072	Vehicle Maintenance	10,000	90,000.00		90,000.00	90,000.00	90,000.00	90,000.00				
	1010	Radios: Motorola 8000	7000	70,000.00	70,000.00								
9		Monthly Service	54	486.00									
		Yearly		5,832.00		5,832.00	5,832.00	5,832.00	5,832.00		5,832.00		
9	1011	Dell Computers	3095	27,855.00	27,855.00								
	1012	Verizon Service	40	360.00									
		Monthly		4,320.00		4,320.00	4,320.00	4,320.00	4,320.00		4,320.00		
		Yearly											
1	1063	Printer	250	250.00	250.00								
1	1066	Office Supplies	500	500.00	500.00		500.00	500.00	500.00		500.00		
1078		Uniforms											
		5.11 Polo Shirt	49 (196)	1,764.00									
		5.11 TDU Pants	54 (216)	1,944.00									
		Total		3,708.00	3,708.00								
		Training											
9	1074	(1) 3-day class with Tuition avg	1200	10,800.00		10,800.00	10,800.00	10,800.00	10,800.00		10,800.00		
9	1077	Axon Package	2329 (1626)	20,961.00	6,327.00	14,634.00	14,634.00	14,634.00	14,634.00		14,634.00		
1	1078	Rehinge Seminar	5000	5,000.00	5,000.00								
		Total		332,055.00									
		Equipment											
2		AWASP	14000	28,000.00	28,000.00								
9		Fire extinguisher	150	1,350.00	1,350.00								
2		Pepperball	350	3,150.00	3,150.00								
9		Ammunition	430	3,870.00	3,870.00								
5		New Officer Package	10,500	94,500.00	94,500.00								
		Total		\$462,925.00	\$244,010.00	\$218,915.00	\$218,915.00	\$218,915.00	\$218,915.00	\$218,915.00	\$218,915.00		

*Note: The yearly cost for the Axon Package is \$1,626 (which equates to \$14,634 for 9 officers) as shown for FY 18/19-21/22. The first year is \$2,329 (which equates to the \$20,961 for 9 officers) as shown for FY 17/18. This note is intended to illustrate that there is a "One-time" difference between FY 17/18 and the following 4 years (\$20,961 - \$14,634 = \$6,327).