SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated June 24, 2025 and is between UHS of Madera, Inc. dba River Vista Behavioral Health, a Corporation hereinafter referred to as Contractor and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County has an Agreement with the California State Department of Health Care Services (DHCS) to operate the Fresno County Behavioral Health Plan in accordance with Welfare and Institutions Code Section 5000 et seq. which sets forth County's requirements to provide, to the extent available, public mental health services; and

B. County is authorized to contract for the provision of inpatient psychiatric hospital services to Fresno County persons served eligible for such services under the Medi-Cal program, pursuant to Sections 14700 et seq. and 14712 et seq. of the California Welfare and Institutions Code and County may also determine the need to refer persons not eligible for Medi-Cal; and

C. Contractor is willing and able to provide such services to eligible Fresno County persons served, pursuant to the terms and conditions of this Agreement; and

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Fresno County Department of Behavioral Health Scope of Work".

1.2 **Representation.** Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations, and requirements in Exhibit B to this Agreement, titled "Fresno County Behavioral Health Requirements".

Article 2

County's Responsibilities

2.1 The County shall provide oversight and collaborate with Contractor, other County Departments and community agencies to help achieve program goals and outcomes. In addition to contractor monitoring of program, oversight includes, but not limited to, coordination with Department of Health Care Services (DHCS) in regard to program administration and outcomes.

2.2 County shall participate in evaluating the progress of the overall program, levels of care components, and the efficiency of collaboration with the Contractor staff and will be available to Contractor for ongoing consultation.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and Contractor agrees to receive compensation for the performance of its services under this Agreement as described in Exhibit C to this Agreement, titled "Fresno County Department of Behavioral Health Financial Terms and Conditions".

3.2 **Additional Fiscal Requirements.** Contractor shall comply with all additional requirements in Exhibit C to this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2028 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least thirty (30) days before the first day of the next one-year extension period. The County's DBH Director or his or her designee is authorized to sign the written approval on behalf of the County based on Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Director, Department of Behavioral Health
County of Fresno
1925 E Dakota Avenue
Fresno, CA 93726

For the Contractor:
Director of Business Management
UHS of Madera, Inc dba River Vista Behavioral Health
40886 Goodwin Way
Madera, CA 93636

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is

deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least thirty (30) days' advance written notice to Contractor, may:

(A) Modify the services provided by Contractor under this Agreement; or

(B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to Contractor. The written notice may suspend performance under this Agreement, and must provide at least thirty (30) days for Contractor to cure the breach.

(B) If Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, either party may terminate this Agreement by giving at least thirty (30) days advance written notice to the other party.

6.4 **Economic Sanctions.** In accordance with Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals, the County may terminate this Agreement if Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities. The County shall provide at least thirty (30) days advance written notice to Contractor.

6.5 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.6 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that Contractor are performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, Contractor have no right to employment rights or benefits available to County employees. Contractor are solely responsible for providing to its own employees all employee benefits required by law. Contractor

shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, Contractor, or any third party that arise from or relate to the performance or failure to perform by Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds $10,000, Contractor are subject to the examination and audit of the

California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that Contractor may provide to the County shall be

disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of Contractor. Within five business days after the County's demand, Contractor shall (a) deliver to the County all of the requested records that are in Contractor's possession or control, together with a written statement that Contractor, after conducting a diligent search, has produced all requested records that are in Contractor's possession or control, or (b) provide to the County a written statement that Contractor, after conducting a diligent search, does not possess or control any of the requested records. Contractor shall cooperate with the County with respect to any County demand for such records. If Contractor wish to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least ten (10) days' advance written notice to Contractor before disclosing any record subject to Contractor's assertion of exemption from disclosure. Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Data Security

11.1 Contractor shall comply with data security requirements in Exhibit E to this Agreement.

Article 12

Disclosure of Ownership and/or Control Interest Information

12.1 **Applicability.** This provision is only applicable if Contractor are disclosing entities, fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.), Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

12.2 **Duty to Disclose**. Contractor must disclose the following information as requested in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement, Exhibit F:

(A) Disclosure of Five Percent (5%) or More Ownership Interest:

(1) In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

(2) In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

(3) For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

(4) For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

(B) Disclosures Related to Business Transactions:

(1) The ownership of any subcontractor with whom Contractor have had business transactions totaling more than $25,000 during the twelve (12) month period ending on the date of the request.

(2) Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the five (5) year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

(C) Disclosures Related to Persons Convicted of Crimes:

(1) The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

(2) County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last ten (10) years.

12.3 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within thirty-five (35) days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

12.4 Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

12.5 **Reporting**. Submissions shall be scanned pdf copies and are to be sent via email to DBHPlanAdministration@fresnocountyca.gov with a copy sent via email to the assigned DBH Contract Analyst. County may deny enrollment or terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in Contractor has been

convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in Contractor did not submit timely and accurate information and cooperate with any screening method required in C.F,R, Title 42, Section 455.416

Article 13

General Terms

13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of Contractor, as needed, to accommodate changes in the laws relating to service requirements, may be made with the signed written approval of County's DBH Director, or designee, and Contractor through an amendment approved by County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the maximum compensation amount payable to Contractor, as stated herein.

13.2 Rate Modification. In addition, changes to service rates in Exhibit C, that do not exceed five percent (5%) of the approved rate, or that are needed to accommodate state-mandated rate changes, may be made with the written approval of the DBH Director, or designee. These rate changes may not add or alter any other terms or conditions of the Agreement. Said modifications shall not result in any change to the annual maximum compensation amount payable to Contractor, as stated herein.

13.3 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

13.4 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

13.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

13.6 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

13.7 **Days.** Unless otherwise specified, "days" means calendar days.

13.8 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

13.9 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

13.10 **Nondiscrimination.** 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 regulation.

13.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

13.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between Contractor and the County with respect to the subject matter of this Agreement, and it

supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

13.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

13.14 **Authorized Signature.** Contractor represents and warrants to the County that:

(A) Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of Contractor is duly authorized to do so and his or her signature on this Agreement legally binds Contractor to the terms of this Agreement.

13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Agreement on the date stated in the introductory clause.

UHS of Madera, Inc. dba River Vista Behavioral Health Jamie Schlundt, Chief Finance Officer 40886 Goodwin Way Madera, CA 93636	COUNTY OF FRESNO Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno **Attest:** Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California By: _____ Deputy

For accounting use only:

Org No.: 56302666
Account No.:7223/0
Fund No.:0001
Subclass No.: 10000

Exhibit A

Scope of Services

I. Definitions

The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage under Medi-Cal and Department of Health Care Service regulations.

a. **Administrative Day**: "Administrative Day" means those days authorized by the County or delegated contractor in an acute inpatient facility when, due to the lack of a residential placement option at non-acute residential treatment facility that meet the needs of the Beneficiary or Recipient and therefore the stay at an acute inpatient facility must be continued beyond the Beneficiary's or Recipient's need for acute care.

In accordance with CCR Title 9, § 1810.202, hospitals will need to ensure administrative day services meet the following criteria: (1) beneficiary/recipient no longer needs inpatient care, but has previously met medical necessity criteria for reimbursement of acute psychiatric inpatient hospital services, (2) there is no appropriate, non-acute treatment facility within a reasonable geographic area and (3) the hospital demonstrates attempts to transfer to a lower level of care by documenting contacts with a minimum of five appropriate, non-acute treatment facilities per week.

b. **Beneficiary**: "Beneficiary" means a person certified as eligible for services under the Medi-Cal program pursuant to Title 22, Division 3, Subdivision 1, Chapter 2 CCR and their designated county is Fresno (County Code 10).

c. **Recipients:** "Recipients" refers to all persons including, without limitation, low income, uninsured and under-insured persons who qualify for mandated health services under the Uniform Method for Determining

Ability to Pay (UMDAP) under California Welfare and Institutions Code (WIC) Sections 5709 and 5710 as determined by County.

d. Delegate: "Delegate" means any natural or corporate person to whom the Contractor transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by Contractor in this Agreement.

e. **Fiscal Intermediary:** "Fiscal Intermediary" means that person or entity that has contracted, as specified in Section 14104.3 of the WIC, with the Department to perform fiscal intermediary services related to this Agreement.

f. **Psychiatric Inpatient Hospital Services:** "Psychiatric Inpatient Hospital Services" means services, to include but not limited to, facilities, professional, allied and supportive medical and paramedical personnel as provided either in an acute care hospital or a free-standing psychiatric hospital to Beneficiaries and Recipients referred by County, for the care and treatment of an acute episode of mental illness.

g. **Medically Necessary Services:** "Medically Necessary Services" are as defined by California Code of Regulations, Title 9, Chapter 11, Section 1820.205.

h. **Physician and Transportation Services:** "Physician Services" are those services provided by physician or Psychologist during an acute inpatient stay. "Transportation Services" means those services provided for transport to or from an acute inpatient facility or to or from an appropriate facility including but not limited to the Beneficiary's or Recipient's residence.

i. **Day of Discharge:** "Day of Discharge" means the day from 12:00 midnight to 11:59 P.M. where the Beneficiary or Recipient is discharged from Contractor's facility.

Exhibit A

II. Psychiatric Services

a. Contractor agrees to render Inpatient Psychiatric Hospital services to any Beneficiary or Recipient in need of such services in accordance with regulations adopted pursuant to Sections 14700 et seq., 14712 et seq., and 14680 et seq. of the WIC, and to Recipients referred by County or by an acute inpatient facility following medical clearance of a beneficiary or recipient placed on an involuntary psychiatric hold pursuant to WIC 5150 when Contractor has the facilities available.

b. County and Contractor mutually recognize that services under this Agreement will be rendered by Contractor to persons who meet medical necessity criteria for inpatient psychiatric hospitalization and it is not the intention of either County or Contractor that such individuals occupy the position of third-party beneficiaries of the obligations assumed by either party to this Agreement.

c. Contractor shall provide or arrange for the provision and compensation of Physician services for beneficiaries and recipients as it relates to physical health issues, with the exception of the initial physical and health (P&H) examination at admission which is included in the day rate as provided in Exhibit C.

d. Contractor shall, at its own expense, provide and maintain facilities and professional, allied and supportive medical and paramedical personnel to provide all necessary and appropriate Psychiatric Inpatient Hospital Services and shall ensure that family members/support persons are involved in treatment when appropriate and family/support persons are willing to participate.

e. Contractor shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and

responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal contractors.

f. Quality of Care: As express conditions precedent to any authorization by County or delegated contractor for payment under the terms of this Agreement, whether services are performed directly or through the instrumentality of a Delegate as permitted under this Agreement, Contractor shall:

g. Contractor shall provide Inpatient Psychiatric Hospital Services in the same manner to persons referred by County as it provides to all persons served to whom it renders Inpatient Psychiatric Hospital Services.

h. Contractor shall not discriminate in any manner, including admission practices, placement in special or separate wings or rooms, nor make any provision for special or separate means.

i. Contractor shall take such action as required by Contractor's Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be amended from time to time.

j. Contractor shall assure that any and all eligible persons served receive care as required by Sections 14700 et seq. and 14712 et seq. of the WIC and assure that the same quality of care is rendered to all persons served referred by County independent of funding source. Payment may be denied by County when requirements are not met.

III. Contractor's Professional and Administrative Responsibilities

To the extent required by Title 22, Division 5, Chapter 1 and Chapter 2, of the California Code of Regulations, Contractor retains professional and administrative responsibility for the services rendered pursuant to this Agreement. Contractor's retention of these responsibilities shall not alter or modify, in any way, the hold harmless, indemnification, insurance or independent contractor provisions set forth in this Agreement.

Exhibit A

IV. Licensure and Certification Conditions:

a. Contractor hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified by the Joint Commission and licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.

b. Contractor hereby represents and warrants that it is currently, and for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security Act (42 U.S.C. Sections 1395 et seq.).

V. Delegation of Contractor's Duties.

a. When Permitted:

i. Contractor and County recognize that the Adult Psychiatric Inpatient Hospital Services to be rendered under this Agreement are personal and non-delegable, except as provided in this Agreement. Any attempt by Contractor to delegate or otherwise vest responsibility for performance of its duties in any manner other than those expressly permitted in this article shall constitute a present material breach of this Agreement.

ii. Except as limited by section V(a)(v), delegation of duties by Contractor shall not constitute a present material breach only if such delegation is in conformity with one of the following:

1. The Delegate renders the Psychiatric Inpatient Hospital Services at Contractor's facility or location.

2. For services to Medi-Cal Beneficiaries only, if the total of all payments by Contractor for all delegated services not covered under this section by V(a)(ii)(1) nor specially authorized under V(a)(ii)(3) will not exceed five percent

(5%) of the total Medi-Cal inpatient psychiatric billing by Contractor in any consecutive three (3) month period, Contractor may delegate duties to any qualified delegate section V(a)(iii) without written approval of County.

3. Any delegation not authorized under this V(a)(ii) by (1) or by (2) shall require the prior written approval of County. Such prior written approval must be requested in a written application which identifies the proposed Delegate or Delegates, warrants their qualification to render services required by and in conformity with the terms of this Agreement, and identifies the categories of services to be delegated along with an estimate of the percentage of services in those categories which Contractor anticipates will be rendered by the Delegate or Delegates.

iii. When authorization is given pursuant to section V(a)(ii)(3), Contractor shall be responsible for all aspects of performance by its Delegate or Delegates. Contractor hereby agrees that any default, refusal to perform or defective performance of any delegated duty or service shall constitute a breach of this Agreement on the part of Contractor to the same extent as if such default, refusal to perform or defective performance had been directly committed or incurred by Contractor.

iv. All costs for services rendered by a Delegate or Delegates are included in the all–inclusive rates paid to Contractor pursuant to Exhibit C.

v. As a limitation upon the authorizations set forth in this section V(a), no delegation shall be attempted or entered if:

1. The Delegate is not licensed and certified to the same extent as that required of Contractor under section 12.1 of the agreement; or
2. The location at which the Delegate is to perform the delegated services is at such a distance from Contractor's location that it is beyond the range considered acceptable in the opinion of County for provision of the delegated services as it could unnecessarily or unduly burden affected Beneficiaries or Recipients; or
3. The services are available at Contractor's location. Contractor shall not discriminate against Beneficiaries in making a determination of availability of facilities at its own location.

b. How Accomplished:

In any delegation pursuant to authorization contained in Exhibit E, Contractor shall contract in writing with a Delegate or Delegates for the assumption of the primary duty of performance of the duties assumed by Contractor under the terms of this Agreement. Any written contract of delegation shall include the following:

i. Covenants on the part of Contractor and the Delegate that the contract of delegation shall be governed by and construed in accordance with all applicable laws and regulations and this Agreement.

ii. Specification of the services to be provided by the Delegate.

iii. Specification of the term of the contract of delegation including the beginning and ending dates, as well as methods of extension, renegotiation and termination.

iv. A warranty by the Delegate that it presently conforms, and during the life of the delegation shall continue to conform, to the licensure and certification requirements exacted from Contractor under section 12.1 and that its failure to abide by the terms of this warranty shall be an express condition subsequently discharging Contractor from all obligations under the terms of the contract of delegation.

v. A covenant running to County as an intended third-party beneficiary of the contract of delegation whereby the Delegate promises:

1. To maintain, for at least six (6) years after the close of the fiscal year (FY) in which the contract of delegation was in effect, full books and records pertaining to the goods and services furnished under the terms of the delegation in accordance with general standards applicable to such book and record keeping.
2. To make the books and records maintained per subsection V(B)(v)(1), above, available for inspection, examination or copying by agents of County, DHCS, and the United States Department of Health and Human Services at all reasonable times at the Delegate's place of business, or at such other location in California approved in writing by County.
3. To make full disclosure of the method and amount of compensation or other direct or indirect consideration received by the Delegate from Contractor.
4. That no services rendered on behalf of Contractor by the Delegate pursuant to the contract of delegation will be

billed to County or the fiscal intermediary by the Delegate; the Delegate will look exclusively to Contractor for compensation under the terms of the contract of delegation.

5. To hold harmless County, the California State Department of Health Care Services, the State of California and Beneficiaries in the event that Contractor cannot or will not pay for services performed by the Delegate pursuant to the terms of the contract of delegation.

VI. Notification of Admission

Contractor will provide admission data for beneficiaries and recipients including but not limited to name, date of birth, insurance information, admission date, and potential discharge date within 24 hours or next business day. Contractor shall submit admission data daily to dbhhospitalinvoices@fresnocountyca.gov, with the subject of line of "Admission".

VII. Care Coordination and Discharge Planning

Contractor is required to provide care coordination and discharge planning to all beneficiaries and recipients to ensure that each person hospitalized is supported through the transition process with necessary outpatient mental health and other necessary services once the person served is discharged. Contractor is to provide services in accordance with Assembly Bill (AB) 2242 (Santiago, Chapter 867, Statutes of 2022 and WIC § 5402.5, which requires Contractor to work with DBH on discharge planning and obtain a follow up appointment prior to discharge. Upon discharge, a copy of care coordination plan and discharge medical records to DBH.

VIII. UMDAP Application

Contractor shall inform low income, uninsured and under-insured persons admitted to facility of the County's UMDAP program. County authorizes

Exhibit A

Contractor to initiate the UMDAP application process using a County-approved form (Exhibit D of this Agreement) and may transcribe information as stated by person or family onto said form. The application form must have the original signature of the person admitted to facility or his/her authorized representative. The completed application shall be submitted to County within one (1) business day of admission for inpatient psychiatric services. County reserves the right to determine UMDAP eligibility and will notify Contractor of the person's eligibility within five (5) working days.

Fresno County Behavioral Health Requirements

I. General Requirements

a. **Reports**. Contractor shall submit the following reports and data, if requested:

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

b. **Compliance with Behavioral Health Specific Laws.**

i. Contractor recognizes that County operates its behavioral health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors. Contractor shall adhere to all State requirements, including those identified in Exhibit B – Attachment A to this Agreement, titled "State Behavioral Health Requirements".

c. **Confidentiality.** All services performed by Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

d. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

e. **Publicity Prohibition.**

i. **Self-Promotion.** 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.

ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit A 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. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.

II. Inspection and Audit Requirements

a. **Access to Records.** Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by Contractor pertaining to such services at any time and as otherwise required under this Agreement.

III. Right to Monitor

a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records pertaining to services rendered under this agreement to ensure compliance with the terms and conditions of this Agreement, state and federal regulations.

IV. Compliance Requirements

a. **Internal Monitoring and Auditing**

i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.

1. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

2. Contractor shall bill only for those eligible services actually rendered which are also fully documented.
3. Contractor shall ensure all employees/service providers maintain current licensure/certification/registration/waiver status as required by the respective licensing/certification Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

ii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue, Contractor shall take prompt steps to correct said problem. Contractor shall report to the Department any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractor at its request.

b. Compliance Program

i. The County DBH has established a Compliance Office for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to County DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

ii. Contractor's Compliance Program must include the following elements:

1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to Contractor's Board of Directors.

iii. Policies and Procedures

1. Contractor shall have written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards.

iv. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.

v. Contractor shall implement and maintain written policies for all County DBH-funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.

vi. Contractor shall maintain documentation, verification or acknowledgement that Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and Contractor's Compliance Program.

vii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan.

c. Program Integrity Requirements

i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

ii. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify County DBH; conduct an internal investigation to determine

the validity of the issue/complaint; and develop and implement corrective action if needed.

iii. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of Contractor's ability to pursue, Contractor shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.

iv. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

v. Contractor shall immediately report any information about changes in the circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.

vi. Contractor shall immediately report any information about a change in Contractor's or Contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.

vii. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.

d. Code of Conduct

i. Contractor shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.

ii. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.

iii. Contractor shall bill only for eligible services actually rendered and fully documented.

iv. Contractor shall act promptly to investigate and correct problems if errors in claims or billing are discovered.

V. Federal and State Laws.

a. The Contractor shall follow all federal and state laws and regulations relating to the services described in this Agreement.

b. **Health Insurance Portability and Accountability Act.** County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

County and Contractor acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

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

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

Contractor and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information Act (CMIA), and California Welfare and Institutions Code section 5328. The Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.

The County is a "Covered Entity," and the Contractor is a "Business Associate," as these terms are defined by 45 CFR 160.103. As a Business Associate, Contractor agrees to comply with the terms of Exhibit B – Attachment B to this Agreement, titled "Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement".

c. Governing Authorities.

i. This Agreement shall be governed and construed in accordance with: 1) Part 2.5, Division 5 of the California Welfare and Institutions Code and regulations adopted pursuant thereto and all other applicable State of California laws and regulations according to their content on the effective date stipulated in Section 12; and 2) Titles 42 and 45 of the Code of Federal Regulations and all other applicable Federal laws and regulations according to their content on and after

the Agreement's effective date stipulated in Section 4 "Term of Agreement", except those provisions or applications of those provisions waived by the Secretary of the United States Department of Health and Human Services; and 3) The laws of the State of California.

ii. Any provision of this Agreement in conflict with the laws or regulations stipulated in "i" of this Section is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Agreement shall be effective on the effective date of the statute or regulation necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties as provided in Assumption of Risk by Contractor of this Exhibit.

VI. Cultural and Linguistic Competency

a. **General.** All services, policies and procedures shall be culturally and linguistically appropriate. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

b. **Policies and Procedures.** Contractor shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient persons served, including, but not limited to, assessing the cultural and linguistic needs of the person served, training of staff on the policies and procedures, and monitoring its language assistance program. Contractor's policies and procedures shall ensure compliance of any subcontracted providers with these requirements.

c. **Interpreter Services.** Contractor shall notify its persons served that oral interpretation is available for any language and written translation is available in prevalent languages and that auxiliary aids and services are available upon request, at no cost and in a timely manner for limited and/or no English proficient persons served and/or persons with disabilities. Contractor shall avoid relying on an adult or minor child accompanying the person served to interpret or facilitate communication; however, if the person refuses language assistance services, Contractor must document the offer, refusal, and justification in the file of the person served.

d. **Interpreter Qualifications.** Contractor shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a person served or who directly communicate with a person served in a language other than English (1) have completed annual training; (2) have demonstrated proficiency in the language of the person served; (3) can effectively communicate any specialized terms and concepts specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic principles. As requested by County, Contractor shall identify all who interpret for or provide direct communication to any program person served in a language other than English and identify when Contractor last monitored the interpreter for language competence.

e. **Training Requirements.** Cultural responsiveness training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.

f. **Continuing Cultural Responsiveness.** Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness.

STATE BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

Contractor shall conform to and County shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. NON-DISCRIMINATION

A. Eligibility for Services

Contractor shall prepare and make available to County and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

Contractor shall comply with County policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, County may withhold all further funds, until Contractor can show clear and convincing evidence to the satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractor who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of Contractor.

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on this Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

8. **GENDER IDENTITY:** For contracts of $100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency shall be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

a). For the two (2) year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve (12) month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to them leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) shall be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A County, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form shall be completed by all Contractors that are not another state agency or other governmental entity.

9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractor or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State shall confirm the identity and determine the exclusion status of Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases shall be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with § 438.610(c).

The State shall ensure that Contractor with which the State contracts under this part is not located outside of the United States and that no claims paid by a Contractor to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM) REQUIREMENTS

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY
   i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of an individual's eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES
   i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in Behavioral Health Information Notice (BHIN) 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

   ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
      1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
         OR
      2. The individual has at least one of the following:
         a. A significant impairment
         b. A reasonable probability of significant deterioration in an important area of life functioning
         c. A reasonable probability of not progressing developmentally as appropriate.
         d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

      AND the individual's condition as described in subparagraph (II a-d) above is due to one of the following:

a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
b. A suspected mental health disorder that has not yet been diagnosed.
c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for persons served who meet both of the following criteria, (a) and (b) below:
1. The individual has one or both of the following:
a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
b. A reasonable probability of significant deterioration in an important area of life functioning.
2. The individual's condition as described in paragraph (a) is due to either of the following:
a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
b. A suspected mental disorder that has not yet been diagnosed.

c. ADDITIONAL CLARIFICATIONS
i. Criteria
1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
b. The service was not included in an individual treatment plan; or
c. The individual had a co-occurring substance use disorder.
ii. Diagnosis Not a Prerequisite
1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

Medicare & Medicaid Services (CMS) approved ICD diagnosis code

d. MEDICAL NECESSITY
    i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a person served shall be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the age of the individual at the time of service provision.
    ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
    iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

e. COORDINATION OF CARE
    i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the individual, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a person served-centered and whole-person approach to services.
    ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
    iii. Contractor shall include in care coordination activities efforts to connect, refer and link individual s to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
    iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
    v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant person served authorization to share the individual's information with and among all other providers involved in the individual's care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a person served meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.

ii. Under this Agreement, Contractor will ensure that individual s receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:

1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.

ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.

iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.

iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual s life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.

ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face

time and provide this information to County upon request. Services shall be identified as provided in-person, by telephone, or by telehealth.

iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT
   i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
   ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
   iii. For individual s aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for individual s aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
   iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10
   i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
   ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code to submit a claim for SMHS to receive reimbursement from County.
   iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS

e. PROBLEM LIST
   i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

ii. Contractor shall document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the person served, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

f. TREATMENT AND CARE PLANS
i. Contractor is not required to complete treatment or care plans for persons served under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

g. PROGRESS NOTES
i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

h. TRANSITION OF CARE TOOL
i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.

iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH
   i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.
   ii. All telehealth equipment and service locations shall ensure that person served confidentiality is maintained.
   iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
   iv. Medical records for individuals served by Contractor under this Agreement shall include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent shall be obtained at least once prior to initiating applicable health care services and consent shall include all elements as specified in BHIN 22-019.
   v. County may at any time audit Contractor's telehealth practices, and Contractor shall allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. PROTECTIONS FOR PERSONS SERVED

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION
   i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor shall be immediately forwarded to the County's DBH Plan Administration Division or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the DBH Plan Administration staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

ii. Contractor shall not discourage the filing of grievances and individual s do not need to use the term “grievance” for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) shall be issued by Contractor within the specified timeframes using the template provided by the County.
iv. NOABDs shall be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason for the decision as established by DHCS and the County. The Contractor shall inform the County immediately after issuing a NOABD.
v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings shall be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
vi. Contractor shall provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
vii. Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures. The record shall be accurately maintained in a manner accessible to the County and available upon request to DHCS.

b. Advanced Directives
    i. Contractor shall comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

c. Continuity of Care
    i. Contractor shall follow the County’s continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
    i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County’s guidance. The Contractor shall assess individual/family satisfaction by:
        1. Surveying person served/family satisfaction with the Contractor’s services at least annually.

2. Evaluating person served's grievances, appeals and State Hearings at least annually.
3. Evaluating requests to change persons providing services at least annually.
4. Informing the County and individuals of the results of persons served/family satisfaction activities.

ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.

iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

v. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS

i. Timely access standards include:

1. Contractor shall have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individual s. If the Contractor's provider only serves Medi-Cal beneficiaries, the provider shall provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
2. Appointments data, including wait times for requested services, shall be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format

specified by the County. Appointments' data should be submitted to the County's Planning and Quality Management Division or other designated persons.

3. Urgent care appointments for services that do not require prior authorization shall be provided to individual s within 48 hours of a request. Urgent appointments for services that do require prior authorization shall be provided to persons served within 96 hours of request.
4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) shall be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) shall be made available to Medi-Cal individual s within 15 business days from the date the person served or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
    i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
    ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner,

Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

d. PHYSICIAN INCENTIVE PLAN
    i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. ELECTRONIC PRIVACY AND SECURITY
    i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
    ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
    iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of person served signed documents: discharge plans, informing materials, and health questionnaire.
    iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

a. Credentialing and Re-credentialing of Providers
    i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
        1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
        2. A history of loss of license or felony convictions;
        3. A history of loss or limitation of privileges or disciplinary activity;

4. A lack of present illegal drug use; and
5. The application's accuracy and completeness

ii. Contractor shall file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and shall make those available to the County upon request at any time.

iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

1. The County is a "Covered Entity," and the Contractor is a "Business Associate," as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the Contractor will create and/or receive Protected Health Information ("PHI") from or on behalf of the County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.; 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including, but not limited to, 45 CFR Parts160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act ("HITECH") regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act ("GINA") of 2008 regarding the confidentiality of genetic information.

3. Except as otherwise provided in this Agreement, the Contractor, as a business associate of the County, may use or disclose Protected Health Information ("PHI") to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County, as the "Covered Entity" under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the Contractor.

4. Contractor shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health

care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a County funded program. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

5. Contractor shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

6. For purposes of the above sections, 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.

7. Contractor shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County in order to meet the requirements of 45 CFR Section164.524 regarding access by individuals to their PHI.

Contractor shall make any amendment to PHI in a designated record set at the request of County, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.

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

8. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose

unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno Department of Public Health HIPAA Representative (559) 600-6439 P.O. Box 11867 Fresno, California 93775	County of Fresno Department of Public Health Privacy Officer (559) 600-6405 P.O. Box 11867 Fresno, California 93775	County of Fresno Department of Internal Services Information Security Officer (559) 600-5800 2048 North Fine Street Fresno, California 93727

9. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by the Contractor on behalf of County, available to the United States Department of Health and Human Services upon demand.

10. Safeguards

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

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

11. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor or its subcontractors in violation of the requirements of these provisions.

12. Contractor's Subcontractors

Contractor shall ensure that any of its subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to the same restrictions and conditions that apply to Contractor with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

13. Effect of Termination

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

14. Interpretation

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

regulations.

15. Regulatory References

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

16. Survival

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

Fresno County Department of Behavioral Health Financial Terms and Conditions

Fresno County Department of Behavioral Health is committed to ensuring timely and accurate compensation for the delivery of services in our communities and fulfilling all associated responsibilities of the funding sources related to this Agreement. This document provides guidance on this Agreement's financial terms and conditions, responsibilities of each party, which includes but not limited to, maximum compensation, compensation structure, invoicing, payments, billing, recoupments, audits, reviews, examinations, and other fiscal related requirements.

Compensation

The County agrees to pay, and Contractor agrees to receive, compensation for the performance of its services as described below.

1. Maximum Compensation.

The maximum compensation payable to Contractor under this Agreement for the period of July 1, 2025 through June 30, 2026 is Seventeen Million and No/100 Dollars ($17,000,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 is Seventeen Million and No/100 Dollars ($17,000,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to Contractor under this Agreement for the period of July 1, 2027 through June 30, 2028 is Seventeen Million and No/100 Dollars ($17,000,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 is Seventeen Million and No/100 Dollars ($17,000,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

The maximum compensation payable to Contractor under this Agreement for the period of July 1, 2029 through June 30, 2030 is Seventeen Million and No/100 Dollars ($17,000,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received.

1.1 **Total Maximum Compensation.**

In no event shall the maximum contract amount for all the services provided by Contractor to County under the terms and conditions of this Agreement be in excess of Eighty Five Million and No/100 Dollars ($85,000,000.00) during the entire term of this Agreement.

In the event the maximum compensation amount in any individual fiscal year as noted is not fully expended, said remaining unspent funding amounts shall rollover to each subsequent fiscal year's established maximum compensation.

Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section.

Contractor further acknowledges that County employees have no authority to pay Contractor except as expressly provided in this Agreement.

3. Rates

Rates will be in accordance with Cal. Code Regs. tit. 9 § 1820.110, Cal. Code Regs. tit. 9 § 1810.430 and DHCS requirements. Negotiated Inpatient mental health service rates shall not, whenever possible, exceed DHCS annual published rate for Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates, excluding professional (Physician and Psychiatrist) fees. Negotiated service rates that are greater than the published rate must be clearly validated and, at the discretion of County, approved prior to implementation.

A. Rate Structure:

1. UMDAP or Medi-Cal Persons Served ages 21-64: Only for persons subject to the Institution of Mental Disease (IMD) Exclusion or for those persons with UMDAP eligibility or retroactive eligibility for the period of hospitalization and where County received notification within twenty-four (24) hours of admission specifically referred by County to Contractor, and for which there shall first have been a submission of claims in accordance with this Agreement and for each approved day as determined by utilization review performed by County, Contractor shall be paid by County at the all-inclusive rate as identified in Exhibit C – Attachment A per person served per day for Acute Psychiatric Inpatient Hospital Services, excluding Physician and Psychiatrist fees, based on the following accommodation codes:

Description	**Accommodation**	**Code Rate**
Administrative Day	169	$817.64
Room & Board, Semi-Private 2-Bed, Psychiatric	124	See Exhibit C - Attachment A

B. It is understood by County and Contractor that the DBH Director or designee and the Contractor's Director of designee are responsible for negotiating and establishing the Inpatient Psychiatric Day Rate (Room and Board, Semi-Private, 2-bed, Psychiatric) during each fiscal year, which may supersede the rate identified in this Exhibit C – Attachment A. Said rate adjustments shall be approved by County and Contractor and become part of this Agreement. Any rate adjustment shall not result in an increase to the maximum compensation of the Agreement stated herein. Rate adjustments shall occur on an annual basis in a format provided by, and a deadline set by County.

C. **Physician Services.** Non-psychiatric Physician services and medically necessary physical health services provided post admittance of a County person served covered under this Agreement, are not covered under this Agreement and shall not be paid by the County.
D. Psychiatrist Services. UMDAP or Medi-Cal Persons Served ages 21-64: Psychiatrist/Professional Fees (Professional Services) shall be identified in Exhibit C – Attachment A and may be included in the Inpatient Day Rate.
E. Adolescent Eating Disorder Program (AEDP) service fees. If applicable, are determined by County and Contractor and shall be identified in Exhibit C – Attachment A.
F. **Transportation Services.** In the event transportation services are required by those persons receiving Inpatient Psychiatric Hospital Services, facilitation of such transportation services shall be the responsibility of Contractor. When persons served are eligible, Contractor must utilize the Medi-Cal transportation benefit through Managed Care Plans.

Invoices

Contractor shall submit monthly invoices, in arrears within sixty (60) days after the month in which Contractor performs services, in the format directed by the County. Contractor shall submit invoices electronically to:

1) dbhhospitalinvoices@fresnocountyca.gov
2) dbh-invoices@fresnocountyca.gov; and
3) the assigned County's DBH Staff Analyst.

At the discretion of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or designee, shall have the right to withhold payment as to only the portion of the invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected to County's satisfaction, County's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Article 6 of this Agreement.

If County's DBH does not provide notice of incorrect or otherwise improper invoices and causes delay in the reimbursement process, Contractor will follow the escalation process through the County's DBH Crisis Care Continuum (CCC) Division, up to the DBH CCC Division Manager, and including the County's DBH Director and/or designee for the timely reimbursement of payment to Contractor.

Withholdings to an invoice by County's DBH shall be addressed by Contractor and/or Contractor shall communicate any delays in resolving the incorrect or improper form with County's DBH within ninety (90) days of receiving notice or the withholdings will stand in perpetuity, or subject to County's discretion.

All final invoices for any fiscal year shall be submitted by Contractor within one hundred and twenty (120) days following the final month for which payment is claimed in that fiscal year. No action may be taken by County on any invoices submitted after one hundred and twenty (120) days of the end of the fiscal year where services are performed.

Payment

Payments shall be made by County to Contractor in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Contractor within one hundred and twenty (120) days following the final month of service for which payment is claimed for each fiscal year. No action shall be taken by County on claims submitted beyond the one hundred and twenty (120) day closeout period of each fiscal year. Any compensation which is not expended by Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to County.

Payments shall be made upon certification or other proof satisfactory to the County that services have been performed or actual expenditures incurred by Contractor, as specified in this Agreement.

1. **Inpatient Psychiatric Hospital Specific Requirements.**
   - **a.** For those persons served determined by County staff or delegated contractor to meet medical necessity criteria for acute inpatient hospitalization and referred by an emergency department or other hospital and admitted to the facility; and should retrospective review of the person served fail to meet Medi-Cal medical necessity criteria, County will compensate Contractor at the rate as identified in Exhibit C – Attachment A per day of admission in these instances.
   - b. If the person served is Medi-Cal eligible, County or delegated contractor will adjust the Treatment Authorization Request (TAR) in accordance with Medi-Cal medical necessity criteria to prevent and incorrect claim to the State. If Medi-Cal funding is subsequently secured, Contractor shall credit County the appropriate amount.
   - c. Billing Procedures as Express Conditions Precedent to County's Authorization for Payment:
     - i. As an express condition precedent to County's authorization for payment under Exhibit C of this Agreement, Contractor shall determine that Inpatient Psychiatric Hospital Services rendered are not covered, in whole or in part, under any State of California or Federal medical care program other than Medi-Cal, Medicare, or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or worker's compensation. To the extent that such coverage is available, the payment received by Contractor from such coverage will reduce County's payment obligation for a combined amount not to exceed the rate pursuant to those in Exhibit C – Attachment A. The person's served or individual's share of cost, i.e., payments required to be made by person's served or individuals under applicable insurance policies, etc., will also reduce the State's Medi-Cal payment obligation or County's payment obligation, by the amount of the share of cost.
     - ii. As an express condition, Contractor shall ensure to meet concurrent review requirements in accordance to DHCS requirements pursuant to Welfare & Institutions Code Sections 14197.1 subd. (b); 14184.402, subd. (i).
     - iii. As a further express condition precedent to any County authorization for payment under this Exhibit C of this Agreement, Contractor shall submit

claims via email for all services rendered to persons covered under the terms of this Agreement, in accordance with the applicable billing requirements contained in Section 14778 of the California Welfare and Institutions Code and the regulations adopted thereto. At minimum frequency, monthly claims shall be emailed to the following email addresses on a monthly basis:

1) dbhhospitalinvoices@fresnocountyca.gov
2) dbh-invoices@fresnocountyca.gov; and

iv. An authorized day of service shall be billed for each person who occupies an inpatient psychiatric bed at 12:00 midnight in the facilities of either Contractor or an authorized Delegate. Day of discharge shall not be billed. However, a day of service may be billed if the person is admitted and discharged during the same day provided that such admission and discharge is not within twenty-four (24) hours of a prior discharge. For billing purposes, persons served receiving Psychiatric Inpatient Hospital Services, as described herein, must meet emergency admission criteria, documentation requirements, treatment and discharge planning requirements and have received an approved TAR for the days being billed. Said TAR and supporting documentation must be submitted by Contractor to County via a web-enabled utilization review platform prescribed by County for the purpose of carrying out psychiatric inpatient concurrent review and authorization, or by using another process adopted by County. Upon date of admission of each person served, concurrent reviews are required every three (3) days, or at a frequency prescribed by County.

v. Recovery of Overpayments to Contractor, Liability for Interest:
    1. When an audit performed by County, the California State Department of Health Care Services, the California State Controller's Office, or any other authorized agency discloses that Contractor has been overpaid under this Agreement, Contractor covenants that any such overpayment may be recouped by County by reducing future payment or invoicing the Contractor for such overpayment.
    2. Overpayments determined as a result of audits of periods prior to the effective date of this Agreement may be recouped by County withholding authorization of the amount due from what would otherwise be County liability under this Agreement, seeking recovery by payment from Contractor, or a combination of these two methods.
    3. When recoupment or recovery is sought, Contractor may appeal according to applicable procedural requirements of Sections 14700 et seq. and 14712 et seq. of the California Welfare and Institutions Code, with the following exceptions:
        a. The recovery or recoupment shall commence forty-five (45) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
        b. Contractor's liability to County for any amount recovered under this Section shall be as provided in Section 14718 of

the California Welfare and Institutions Code and regulations adopted pursuant thereto.

vi. Customary Charges Limitation.

1. Notwithstanding any other provision in this Agreement, County's authorization for payment to Contractor shall not exceed Contractor's total customary charges for like services during each hospital fiscal year, or part thereof, in which this Agreement is in effect. County may recoup any excess of total payments above such total customary charges.
2. "Customary charges" is defined as those uniform charges listed in Contractor's established fee schedule, which is in effect and applied consistently to most persons served and recognized for program reimbursement. Where Contractor does not have an established fee schedule in effect and applied to most persons served, the determined "customary charges" are the most frequent or typical charges imposed uniformly for given items or services. However, in either case, in order to be considered customary charges, they must actually be imposed uniformly on most persons served and actually be collected from a substantial percentage of persons served liable for payment on a charge basis. Such charges must also be recognized for program reimbursement (see Department of Health and Human Services, Health Care Financing Administration, Medicare Contractor Reimbursement Manual, Part 1 ("HCFA 15-1"), Chapter 26 Section 2604.3), and are defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and the regulations promulgated pursuant thereto.

2. **Incidental Expenses.**

Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement. If Contractor fails to comply with any provision of this Agreement, County shall be relieved of its obligation for further compensation.

3. Applicable Fees.

Contractor shall not charge any persons served or third-party payers any fee for service unless directed to do so by the County's DBH Director or designee at the time the individual is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

Contractor will perform eligibility and financial determinations, in accordance with DHCS' Uniform Method of Determining Ability to Pay (UMDAP), see BHIN 98-13, available at dhcs.ca.gov, for all individuals unless directed otherwise by the County's DBH Director or designee.

Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the person served or persons acting on behalf of the person served for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (California Code of Regulations, Title 9, §1810.365(c).

Contractor must not bill persons served, for covered services, any amount greater than would be owed if the County provided the services directly and otherwise not bill persons served as set forth in 42 C.F.R. § 438.106.

Recoupments, Audits, Reviews, and Examinations

County shall recapture from Contractor the value of any services or other expenditures determined to be ineligible based on the County or State monitoring results. The County reserves the right to enter into a repayment agreement with Contractor, with the term of the repayment agreement not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The County has the discretion to extend the term of repayment plan up to a total of twenty-four (24) months from the date of the repayment Agreement. The repayment agreement may be made with the signed written approval of County's DBH Director, or designee, and respective Contractor through a repayment Agreement. The monthly repayment amounts may be netted against the Contractor's monthly billing for services rendered during the month, or the County may, in its sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive, and County may seek requital from any other means, including, but not limited to, a separate contract or agreement with Contractor.

Contractor shall be held financially liable for any and all future disallowances/audit exceptions due to Contractor's deficiency discovered through the State audit process and County utilization review for services provided during the course of this Agreement. At County's election, the disallowed amount will be remitted within forty-five (45) days to County upon notification or shall be withheld from subsequent payments to Contractor. Contractor shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County BHP utilization review process or claims review process or through the State of California DHCS audit and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

1. Reasons for Recoupment.

County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, that original third-party source documents support costs invoiced, high quality service provision and compliance with applicable federal, state and county or other funding source regulations.

Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

(A) Identification of Fraud, Waste or Abuse as defined in federal regulation
  (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
  (2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals

(B) Overpayment of Contractor by County due to errors in claiming or documentation.

(C) Other reasons specified in the SHMS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to County will be due within forty-five (45) days of notification by County, or County shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to County under this or any other Agreement between the County and Contractor.

2. Internal Audits/Reviews.

Contractor is responsible for ensuring the accuracy of all claims submitted for reimbursement. This includes, but is not limited to, verifying that the services billed are properly documented, correctly coded, and align with applicable SMHS definitions and standards. Contractor must also ensure that all supporting documentation is accurate, complete, and reflects the services actually rendered.

3. Confidentiality in Audit/Review Process.

Contractor and County mutually agree to maintain the confidentiality of Contractor's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Contractor's records shall be maintained as required by DBH and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the County's DBH Director or designee shall be provided by Contractor in a complete and timely manner.

4. Cooperation with Audits/Reviews.

Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, files for persons served and personnel files.

Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event Contractor have been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230l(3)(i-iii).

5. Single Audit Clause.

If Contractor expends Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) or more in Federal and Federal flow-through monies, Contractor agree to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Contractor must include a corrective action plan signed by an authorized individual. Contractor agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at County's option, contracting with a public accountant to perform said audit, or may result in the inability of County to enter into future agreements with Contractor. All audit costs related to this Agreement are the sole responsibility of Contractor.

A single audit report is not applicable if Contractor's Federal contracts do not exceed the Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) requirement or Contractor's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit report shall be delivered to County's DBH Finance Division for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in County performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of Contractor who agree to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County under this paragraph shall be billed to Contractor at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

Contractor shall make available all records and accounts for inspection by County, the State of California, if applicable, the Controller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

6. Financial Audit Report Requirements for Pass-Through Entities

If County determines that a Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

In the event this Agreement is terminated, Contractor shall be entitled to compensation for all SMHS satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor.

Other Financial Requirements

1. **Notification of Changes.**

Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. Contractor shall notify County of a change of service location at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in no event more than fifteen (15) days of the change.

2. **Record Maintenance.**

Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for agreement performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all requirements in this Agreement. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of this Agreement.

Contractor shall maintain records of persons served and community service in compliance with all regulations set forth by local, state, and federal requirements, laws, and regulations, and provide access to clinical records by County staff.

Contractor shall comply with all local, state, and federal laws and regulations regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until audit findings are resolved, whichever is later.

3. Financial Reports.

Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.

4. Agreement Termination.

In the event this Agreement is terminated, ends its designated term, or Contractor cease operation of business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

5. Restrictions and Limitations.

This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of this Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.

Funding is provided by fiscal year. Any unspent fiscal year appropriation shall roll over and is available for services provide in subsequent years.

In the event that funding for these services is delayed by the State Controller, County may defer payments to Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the County. The period of time of the deferral by County shall not exceed the period of time of the State Controller's delay of payment to County plus forty-five (45) days.

6. Additional Financial Requirements

County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

Contractor must maintain financial records for a minimum period of ten (10) years or until any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for any disallowances related to inadequate documentation.

7. Contractor Prohibited from Redirection of Contracted Funds

Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

Contractor may not charge services delivered to an eligible person served under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES

Contractor Name:	UHS of Madera, Inc. dba River Vista Behavioral Health
Contract Term:	July 1, 2025 through June 30, 2030
Contract Contact:	Sierra Scott, Director of Business Development Office: 559-603-6136. Sierra.scott@uhsinc.com
Billing Contact:	Angelina Cruz, Business Office Director Office: 559-603-6122; Fax: 559-603-6121; Angelina.Cruz@uhsinc.com
Intake Contact:	Arveen Sandhu, RN, Director of Intake , Office: 559-603-6000, Fax: 559-697-6562, Arveen.sandhu@uhsinc.com
Service Address:	40886 Goodwin Way Madera, CA 93636
Services:	Acute Inpatient Psychiatric Services. Mental Health and Dual Diagnosis for Children, Adolescent, and Adults; Adolescent Eating Disorders Program (AEDP): and Voluntary or Involuntary (5150s) Admits
Ages Served:	Adolescents Ages 13 - 17; Adults Ages 18+, Children 5 - 12
Capacity:	128 beds total. 64 Adult beds, 32 Adolescent beds, 32 Children
Service Rates:	Contract Inpatient Day Rate is Inclusive of Physician/Professional Fees

Short Doyle:

Inpatient Day Rate:	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Youth	$1,888/day	$	$	$	$
Adult	$1,888/day	$	$	$	$

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

(F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

(G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

Contractor may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

(v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Data Security

1. Definitions

Capitalized terms used in this Exhibit have the meanings set forth in this section 1.

(A) "**Authorized Employees**" means the Contractor's employees who have access to Personal Information.

(B) "**Authorized Persons**" means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.

(C) "**Director**" means the County's Director of the Department of Behavioral Health or his or her designee.

(D) "**Disclose**" or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(E) "**Person**" means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) "**Personal Information**" means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(G) "**Privacy Practices Complaint**" means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit.

(H) "**Security Safeguards**" means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit.

(I) "**Security Breach**" means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

(J) "**Use**" or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

(A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.

(C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

(ii) use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit;

(iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and

(iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

(D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

(E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

(i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

(ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

(iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

(iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);

(v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;

(vi) having a patch management process including installation of all operating system and software vendor security patches;

(vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and

(viii) providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

(G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

(A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:

(i) assisting the County in conducting any investigation;

(ii) providing the County with physical access to the facilities and operations affected;

(iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and

(iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

(C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

(D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit.

(E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

(A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit.

(C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a **"County Indemnitee"**) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity	D/B/A			
Address (number, street)		City	State	ZIP Code
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number	Telephone Number ( )		

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

		YES	NO
A.	Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?	❒	❒
B.	Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?	❒	❒
C.	Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only).....	❒	❒

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

NAME	DOB	ADDRESS	EIN

B. Type of entity: ❒ Sole proprietorship ❒ Partnership ❒ Corporation
❒ Unincorporated Associations ❒ Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ..... ❒ ❒

NAME	DOB	ADDRESS	PROVIDER

	YES	NO
IV. A. Has there been a change in ownership or control within the last year? ..... If yes, give date. _____	❒	❒
B. Do you anticipate any change of ownership or control within the year?..... If yes, when? _____	❒	❒
C. Do you anticipate filing for bankruptcy within the year?..... If yes, when? _____	❒	❒
V. Is the facility operated by a management company or leased in whole or part by another organization?..... If yes, give date of change in operations. _____	❒	❒
VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....	❒	❒
VII. A. Is this facility chain affiliated? ..... (If yes, list name, address of corporation, and EIN.)	❒	❒

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under "Identifying Information" specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must beds in the facility now and the previous be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.