

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **READING AND BEYOND, INC.**, a non-profit organization, whose address is 4670 E. Butler Avenue Fresno, CA 93702, hereinafter referred to as "CONTRACTOR" (collectively as the "parties").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Community Services and Supports (CSS) component, and through input from the MHSA community stakeholder process, is in need of a qualified provider of Family Advocacy Services for the provision of advocacy, support, and other services to family members and support systems of individuals currently receiving, or in need of, COUNTY mental health services; and to act as a liaison between family members, and other support systems and COUNTY professional staff and other groups or organizations in the community; and

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

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

1. COVERED SERVICES

A. CONTRACTOR shall perform all duties, including but not limited to oversight and coordination of family advocacy services and activities, as identified and set forth in Exhibit A, "Scope of Work", attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 20-023 dated October 24, 2019 and Addendum No. One (1) dated November 7, 2019, hereinafter collectively referred to as COUNTY's Revised RFP No. 20-023, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits; (2) to

1 COUNTY's Revised RFP No. 20-023; and (3) to CONTRACTOR's Response to COUNTY's Revised
2 RFP No. 20-023. A copy of the COUNTY's Revised RFP No. 20-023 and CONTRACTOR's Response
3 to COUNTY's Revised RFP No. 20-023 shall be retained and made available during the term of this
4 Agreement by COUNTY's Internal Services Department – Purchasing Division.

5 C. CONTRACTOR shall align programs, services, and practices with the vision,
6 mission, and guiding principles of the DBH, as further described in Exhibit B, "Fresno County
7 Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this
8 reference incorporated herein and made part of this Agreement.

9 D. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a
10 detailed plan ensuring appropriate leadership and supervision of their program. Recruitment and
11 retaining leadership with the competencies to oversee services based on the level of care and program
12 design presented herein shall be included in this plan. A description and monitoring of this plan shall
13 be provided.

14 E. It is acknowledged that upon execution of this Agreement, CONTRACTOR's
15 service site for the delivery of Family Advocacy Services program will be located as stated in Exhibit A.

16 F. CONTRACTOR agrees that prior to providing services under the terms and
17 conditions of this Agreement beginning on July 1, 2020, it shall have appropriate staff hired and in place
18 for program services and operations, or COUNTY may, in addition to other remedies it may have may
19 terminate this Agreement, in accordance with Paragraph Three (3) of this Agreement.

20 G. CONTRACTOR shall participate in periodic workgroup meetings consisting of
21 staff from COUNTY's DBH. The meetings shall be held monthly, or as needed, to discuss
22 requirements, data reporting, training, policies and procedures, overall program operations and any
23 problems or foreseeable problems that may arise.

24 H. CONTRACTOR shall attend bimonthly DBH meetings for all contracted mental
25 health providers in the DBH system of care, as required by the COUNTY. Schedule for these meetings
26 may change based on the needs of the COUNTY.

27 I. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division
28 shall monitor said Family Advocacy Services activities in accordance with Paragraph Fourteen (14) of

1 this Agreement.

2 **2. TERM**

3 The term of this Agreement shall become effective upon execution through and including
4 June 30, 2023.

5 This Agreement, subject to State of California funding each year, may be extended for
6 two (2) additional consecutive (12) month periods upon written approval of both parties no later than
7 thirty (30) days prior to the first day of the next twelve (12) month extension. The COUNTY's DBH
8 Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on
9 the CONTRACTOR's satisfactory performance.

10 **3. TERMINATION**

11 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
12 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
13 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
14 terminated at any time by giving the CONTRACTOR sixty (60) days advance written notice.

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

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

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

1 Agreement.

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

5 **4. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agree to receive
7 compensation for actual expenditures incurred in accordance with the CONTRACTOR's budget
8 documents, attached hereto as Exhibit C and incorporated herein by this reference.

9 A. Ramp Up Compensation Amount

10 Effective upon execution through June 30, 2020, in no event shall the maximum
11 compensation amount under this Agreement exceed Forty-Four Thousand, Six Hundred Ninety-Five
12 and No/100 Dollars (\$44,695.00).

13 B. Annual Compensation Amounts

14 For July 1, 2020 through June 30, 2021, in no event shall the maximum
15 compensation amount under this Agreement exceed Two Hundred Fifty Thousand and No/100 Dollars
16 (\$250,000.00).

17 For July 1, 2021 through June 30, 2022, in no event shall the maximum
18 compensation amount under this Agreement exceed Two Hundred Fifty Thousand and No/100 Dollars
19 (\$250,000.00).

20 For July 1, 2022 through June 30, 2023, in no event shall the maximum
21 compensation amount under this Agreement exceed Two Hundred Fifty Thousand and No/100 Dollars
22 (\$250,000.00).

23 If performance standards are met and this Agreement is extended for additional
24 twelve (12) month renewal periods pursuant to Paragraph Two (2), TERM, herein, then in no event
25 shall the maximum compensation amount under this Agreement for each subsequent twelve (12)
26 month period exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

27 C. Total Maximum Compensation Amount

28 In no event shall the total maximum compensation amount under this Agreement

1 effective upon execution through and including June 30, 2023 exceed Seven Hundred Ninety-Four
2 Thousand, Six Hundred Ninety-Five and No/100 Dollars (\$794,695.00).

3 If performance standards are met and this Agreement is extended for an
4 additional twelve (12) month term, July 1, 2023 to June 30, 2024, pursuant to Paragraph Two (2)
5 herein, then in no event shall the total maximum compensation amount under this Agreement exceed
6 One Million, Forty-Four Thousand, Six Hundred Ninety-Five and No/100 Dollars (\$1,044,695.00).

7 If performance standards are met and this Agreement is extended for an
8 additional twelve (12) month term, July 1, 2024 to June 30, 2025, pursuant to Paragraph Two (2)
9 herein, then in no event shall the total maximum compensation amount under this Agreement exceed
10 One Million, Two Hundred Ninety-Four Thousand, Six Hundred Ninety-Five and No/100 Dollars
11 (\$1,294,695.00).

12 D. Travel shall be reimbursed based on actual expenditures and mileage
13 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal
14 Revenue Services (IRS) current published rate.

15 E. It is understood that all expenses incidental to CONTRACTOR's performance of
16 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
17 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
18 compensation. It is understood that COUNTY shall not be obligated to compensate CONTRACTOR for
19 any work, services, or functions performed by CONTRACTOR: (1) in seeking to obtain COUNTY's
20 business or negotiating with the COUNTY to enter into this Agreement, or, (2) in providing COUNTY
21 with documentation, explanations, or justifications concerning the adequacy or accuracy of invoices for
22 the performance of services under this Agreement and resolving same to the reasonable satisfaction of
23 COUNTY.

24 F. Payments shall be made by COUNTY to CONTRACTOR in arrears for services
25 provided during the preceding month, within forty-five (45) days after the date of receipt and approval
26 by COUNTY of the monthly invoicing as described in Paragraph Five (5) herein. Payments shall be
27 made after receipt and verification of services provided in the performance of this Agreement, in
28 accordance with Exhibit C, and shall be documented to COUNTY on a monthly basis by the tenth

1 (10th) of the month following the month of said service provision.

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

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

10 I. The services provided by CONTRACTOR under this Agreement are funded in
11 whole or in part by the State of California. In the event that funding for these services is delayed by the
12 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred
13 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The
14 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's
15 delay of payment to COUNTY plus forty-five (45) days.

16 **5. INVOICING**

17 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each
18 month for actual services provided during the prior month to DBHInvoices@fresnocountyca.gov and
19 DBHInvoiceReview@fresnocountyca.gov, as well as a carbon copy to the assigned DBH Mental Health
20 Contracts Staff Analyst.

21 B. CONTRACTOR agrees to submit detailed invoices and general ledgers that
22 itemize the line item charges for monthly program costs, with the following information included: date of
23 service; number of hours or fraction thereof of service provided; and name or case or issue for which
24 services were provided.

25 C. At the discretion of COUNTY's DBH Director, or designee, if an invoice is
26 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall
27 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper
28 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide

1 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the
2 ninety (90) day period, the invoice is still not corrected to COUNTY DBH's satisfaction, COUNTY's DBH
3 Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions
4 stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days
5 after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of
6 COUNTY's DBH Director, or his or her designee, COUNTY's DBH shall have the right to deny payment
7 of any additional invoices received.

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

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

14 **6. INDEPENDENT CONTRACTOR**

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

26 Because of its status as an independent contractor, CONTRACTOR shall have
27 absolutely no right to employment rights and benefits available to COUNTY employees. Each
28 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all

1 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save
2 COUNTY harmless from all matters relating to payment of CONTRACTOR' employees, including
3 compliance with Social Security, withholding, and all other regulations governing such matters. It is
4 acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to
5 others unrelated to COUNTY or to this Agreement.

6 **7. MODIFICATION**

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

9 Notwithstanding the above, changes to services, staffing, and responsibilities of the
10 CONTRACTOR, as set forth in Exhibit A, as needed to accommodate changes in the law relating to
11 mental health, may be made with the signed written approval of COUNTY's DBH Director, or designee,
12 and CONTRACTOR through an amendment approved by COUNTY's Counsel and the COUNTY's
13 Auditor-Controller/Treasurer-Tax Collector's Office.

14 Changes to expense category (i.e., Personnel Expenses, Operating Expenses, Financial
15 Services Expenses, etc.) subtotals in the budget set forth in Exhibit C that do not exceed ten percent
16 (10%) of the maximum compensation payable to CONTRACTOR may be made with the written
17 approval of COUNTY's DBH Director, or designee.

18 Said modifications to scope of services and expense category subtotals shall not result
19 in any change to the maximum compensation amount payable to CONTRACTOR under this
20 Agreement.

21 **8. NON-ASSIGNMENT**

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

25 **9. HOLD-HARMLESS**

26 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
27 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
28 including attorney fees and CONTRACTOR costs, damages, liabilities, claims and losses occurring or

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

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

8 **10. INSURANCE**

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

12 A. Commercial General Liability

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

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits no less than One
20 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
21 Coverage should include any automobile used in connection with this
22 Agreement. If CONTRACTOR's employees are not covered by
23 CONTRACTOR's automobile liability insurance policy, CONTRACTOR shall
24 ensure that each employee as part of this Agreement procures and maintains
25 their own private automobile coverage in force during the term of this Agreement,
26 at the employee's sole cost and expense.

24 C. Professional Liability

25 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
26 L.C.S.W., L.M.F.T., etc.) in providing services, Professional Liability Insurance
27 with limits of not less than One Million Dollars (\$1,000,000) per occurrence,
28 Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees
that it shall maintain, at its sole expense, in full force and effect for a period of
five (5) years following the termination of this Agreement, one or more policies of
professional liability insurance with limits of coverage as specified herein.

1 D. Real and Property Insurance

2 CONTRACTOR shall maintain a policy of insurance for all risk personal property
3 coverage which shall be endorsed naming the County of Fresno as an additional
4 loss payee. The personal property coverage shall be in an amount that will cover
5 the total of the COUNTY purchased and owned property, at a minimum, as
6 discussed in Paragraph Twenty-One (21) of this Agreement.

7 All Risk Property Insurance

8 As applicable, CONTRACTOR will provide property coverage for the full
9 replacement value of the COUNTY's personal property in possession of
10 CONTRACTOR and/or used in the execution of this Agreement. COUNTY will
11 be identified on an appropriate certificate of insurance as the certificate holder
12 and will be named as an Additional Loss Payee on the Property Insurance Policy.

13 E. Worker's Compensation

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

16 F. Child Abuse/Molestation and Social Services Coverage

17 CONTRACTOR shall have either separate policies or an umbrella policy with
18 endorsements covering Child Abuse/Molestation and Social Services Liability
19 coverage or have a specific endorsement on their General Commercial liability
20 policy covering Child Abuse/Molestation and Social Services Liability. The policy
21 limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence
22 with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be
23 on a per occurrence basis.

24 G. Cyber Liability

25 Cyber Liability Insurance, with limits not less than Two Million Dollars
26 (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
27 aggregate. Coverage shall be sufficiently broad to respond to the duties and
28 obligations as is undertaken by CONTRACTOR in this Agreement and shall
include, but not be limited to, claims involving infringement of intellectual
property, including but not limited to infringement of copyright, trademark, trade
dress, invasion of privacy violations, information theft, damage to or destruction
of electronic information, release of private information, alteration of electronic
information, extortion and network security. The policy shall provide coverage for
breach response costs as well as regulatory fines and penalties as well as credit
monitoring expenses with limits sufficient to respond to these obligations.

H. Waiver of Subrogation

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation
which any insurer of said CONTRACTOR may acquire against the COUNTY by
virtue of the payment of any loss under such insurance. CONTRACTOR agrees
to obtain any endorsement that may be necessary to affect this waiver of

1 subrogation, but this provision applies regardless of whether or not the COUNTY
2 has received a waiver of subrogation endorsement from the insurer.

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

11 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said
12 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
14 Contract Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Mental Health
15 Contract Staff Analyst, stating that such insurance coverages have been obtained and are in full force;
16 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums
17 on the policies; that such Commercial General Liability insurance names the County of Fresno, its
18 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
19 the operations under this Agreement are concerned; that such coverage for additional insured shall
20 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
21 officers, agents and employees, shall be excess only and not contributing with insurance provided
22 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
23 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

27 All policies shall be with admitted insurers licensed to do business in the State of
28 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of

1 A FSC VII or better.

2 **12. LICENSES/CERTIFICATES**

3 Throughout the term of this Agreement, CONTRACTOR and CONTRACTOR staff shall
4 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions, if necessary
5 for the provision of the services hereunder, and required by the laws and regulations of the United
6 States of America, State of California, the County of Fresno, and any other applicable governmental
7 agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or
8 maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the
9 pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall
10 comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

11 **13. REPORTS**

12 A. Outcome Reports

13 CONTRACTOR shall submit to COUNTY's DBH service outcome reports, as
14 requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at
15 COUNTY's DBH discretion.

16 B. Additional Reports

17 CONTRACTOR shall submit to COUNTY's DBH by the tenth (10th) of each
18 month all monthly activity and budget reports for the preceding month. CONTRACTOR shall also
19 furnish to COUNTY such statements, records, reports, data, and other information as COUNTY may
20 request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to
21 provide such reports or other information required hereunder, it shall be deemed sufficient cause for
22 COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall
23 provide written notification and explanation to COUNTY within five (5) days of any funds received from
24 another source to conduct the same services covered by this Agreement.

25 **14. MONITORING**

26 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, or
27 designee, and State Department of Health Care Services (DHCS), or their designees, the right to
28 review and monitor records, program or procedures, at any time, as well as the overall operation of

1 CONTRACTOR's program, in order to ensure compliance with the terms and conditions of this
2 Agreement.

3 **15. REFERENCES TO LAWS AND RULES**

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

7 **16. COMPLIANCE WITH STATE REQUIREMENTS**

8 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
9 agreement with DHCS, and that under said agreement the State imposes certain requirements on
10 COUNTY and its subcontractors. CONTRACTOR shall adhere to all State Requirements, including
11 those identified in Exhibit D, "State Mental Health Requirements", attached hereto and by this reference
12 incorporated herein and made part of this Agreement.

13 **17. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict
15 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
16 confidentiality.

17 **18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

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

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

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

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

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

27 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
28 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section

1 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
2 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided
3 within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access
4 and provides individual with the reasons for the delay and the date when access may be granted. PHI
5 shall be provided in the form and format requested by the individual or COUNTY.

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

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

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

28 ///

1 County of Fresno
2 Dept. of Behavioral Health
3 HIPAA Representative
4 (559) 600-6798
5 3147 N. Millbrook Ave
6 Fresno, CA 93703

1 County of Fresno
2 Dept. of Public Health
3 Privacy Officer
4 (559) 600-6405
5 P.O. Box 11867
6 Fresno, CA 93775

1 County of Fresno
2 Information Technology Services
3 Information Security Officer
4 (559) 600-5800
5 2048 N. Fine Street
6 Fresno, CA 93727

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

12 CONTRACTOR shall cooperate with the compliance and investigation reviews
13 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's
14 normal business hours, however, upon exigent circumstances access at any time must be granted. Upon
15 the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in
16 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

17 I. Safeguards

18 CONTRACTOR shall implement administrative, physical, and technical safeguards
19 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately
20 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives,
21 maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,
22 disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct
23 an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity
24 and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy
25 and security program that includes administrative, technical and physical safeguards appropriate to the
26 size and complexity of CONTRACTOR's operations and the nature and scope of its activities. Upon
27 COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.
28

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

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

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

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

28 CONTRACTOR shall utilize a commercial encryption solution that has received

1 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
2 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
3 computing devices (including, but not limited to, laptop and notebook computers).

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

10 J. Mitigation of Harmful Effects

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

15 K. CONTRACTOR's Subcontractors

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

21 L. Employee Training and Discipline

22 CONTRACTOR shall train and use reasonable measures to ensure compliance
23 with the requirements of these provisions by employees who assist in the performance of functions or
24 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
25 employees who intentionally violate any provisions of these provisions, including termination of
26 employment.

27 M. Termination for Cause

28 Upon COUNTY's knowledge of a material breach of these provisions by

1 CONTRACTOR, COUNTY shall either:

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

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

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

9 N. Judicial or Administrative Proceedings

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

16 O. Effect of Termination

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

25 P. Disclaimer

26 COUNTY makes no warranty or representation that compliance by
27 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
28 adequate or satisfactory for CONTRACTOR's own purposes or that any information in

1 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
2 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
3 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

4 Q. Amendment

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

14 R. No Third-Party Beneficiaries

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

19 S. Interpretation

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

24 T. Regulatory References

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

27 U. Survival

28 The respective rights and obligations of CONTRACTOR as stated in this

1 Paragraph shall survive the termination or expiration of this Agreement.

2 V. No Waiver of Obligations

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

6 **19. DATA SECURITY**

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

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

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

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

21 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

28 C. COUNTY-Owned Computer Equipment

1 CONTRACTOR may not use COUNTY computers or computer peripherals on
2 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
3 and/or his or her designee(s).

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

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

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

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

18 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
19 arising from a possible breach of security related to COUNTY's confidential client information provided
20 to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals
21 as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
22 responsible for all costs incurred as a result of providing the required notification.

23 **20. PROPERTY OF COUNTY**

24 A. COUNTY and CONTRACTOR recognizes that fixed assets are tangible and
25 intangible property obtained or controlled under COUNTY's DBH for use in operational capacity and will
26 benefit COUNTY for a period more than one (1) year. Depreciation of the qualified items will be on a
27 straight-line basis.

28 For COUNTY purposes, fixed assets must fulfill three (3) qualifications:

1. Asset must have life span of over one (1) year.
2. The asset is not a repair part.
3. The asset must be valued at or greater than the capitalization thresholds for the asset type.

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• tangible	\$5,000
o equipment	
o vehicles	
• intangible asset	\$100,000
o internally generated software	
o purchased software	
o easements	
o patents	
• and capital lease	\$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A "Fixed Asset Log", attached hereto as Exhibit E and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

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

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this

1 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned
2 to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned
3 undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce
4 the assets at the expiration or termination of this Agreement.

5 CONTRACTOR further agrees to the following:

- 6 1. To maintain all items of equipment in good working order and condition,
7 normal wear and tear is expected;
- 8 2. To label all items of equipment with COUNTY assigned program number,
9 to perform periodic inventories as required by COUNTY and to maintain an inventory list showing
10 where and how the equipment is being used, in accordance with procedures developed by COUNTY.
11 All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and
- 12 3. To report in writing to COUNTY immediately after discovery, the loss or
13 theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted
14 and a copy of the police report submitted to COUNTY.

15 D. The purchase of any equipment by CONTRACTOR with funds provided
16 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this
17 Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under
18 the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from
19 equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
20 obtained from COUNTY.

21 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH
22 whenever there is any modification or change in the use of any property acquired or improved, in whole
23 or in part, using funds under this Agreement. If any real or personal property acquired or improved with
24 said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify
25 under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair
26 market value of the property, less any portion thereof attributable to expenditures of funds not provided
27 under this Agreement. These requirements shall continue in effect for the life of the property. In the
28 event this Agreement expires, or terminates, the requirements for this Paragraph shall remain in effect

1 for activities or property funded with said funds, unless action is taken by the State government to
2 relieve COUNTY of these obligations.

3 **21. NON-DISCRIMINATION**

4 During the performance of this Agreement, CONTRACTOR and its subcontractors shall
5 not deny the contract's benefits to any person on the basis of race, religious creed, color, national
6 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital
7 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran
8 status, nor shall they discriminate unlawfully against any employee or applicant for employment
9 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
10 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
11 age, sexual orientation, or military or veteran status. CONTRACTOR shall insure that the evaluation
12 and treatment of employees and applicants for employment are free of such discrimination.

13 CONTRACTOR and subcontractors shall comply with the provisions of the Fair
14 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder
15 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title
16 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by
17 the awarding state agency to implement such article. CONTRACTOR shall permit access by
18 representatives of the Department of Fair Employment and Housing and the awarding state agency
19 upon reasonable notice at any time during the normal business hours, but in no case less than twenty-
20 four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and
21 its facilities as said Department or Agency shall require to ascertain compliance with this clause.

22 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to
23 labor organizations with which they have a collective bargaining or other agreement (See Cal. Code
24 Regs., tit. 2, §11105). CONTRACTOR shall include the Non-Discrimination and compliance provisions
25 of this clause in all subcontracts to perform work under this Agreement.

26 **22. CULTURAL COMPETENCY**

27 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

28 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Paragraph 2000d, and 45 C.F.R

1 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
2 from discriminating against persons based on race, color, national origin, sex, disability or religion.
3 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access
4 and participation in federally funded programs through the provision of comprehensive and quality
5 bilingual services.

6 B. Policies and procedures for ensuring access and appropriate use of trained
7 interpreters and material translation services for all LEP individuals, including, but not limited to,
8 assessing the cultural and linguistic needs of said individuals, training of staff on the policies and
9 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must
10 include ensuring compliance of any subcontracted providers with these requirements.

11 C. CONTRACTOR shall not use minors as interpreters.

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

24 E. In compliance with the State mandated Culturally and Linguistically Appropriate
25 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
26 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to
27 address all fifteen (15) national cultural competency standards as set forth in Exhibit F-1 "National
28 Standards on Culturally and Linguistically Appropriate Services (CLAS)"

1 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport/pdf>) and Exhibit F-2, "Cultural Competence
2 Form", attached hereto and by this reference incorporated herein and made a part of this Agreement.
3 COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure
4 all national standards are implemented. As the national competency standards are updated,
5 CONTRACTOR's plan must be updated accordingly.

6 F. CONTRACTOR shall be responsible for conducting an annual cultural
7 competency self-assessment and provide the results of said self-assessment to the COUNTY's DBH.
8 The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY and
9 revised as necessary to meet the approval of the COUNTY.

10 G. Cultural competency training for CONTRACTOR staff should be substantively
11 integrated into health professions education and training at all levels, both academic and
12 functional, including core curriculum, professional licensure, and continuing professional development
13 programs. On an annual basis, CONTRACTOR's direct service providers shall complete eight (8)
14 hours of cultural competency training. CONTRACTOR on a monthly basis shall provide COUNTY's
15 DBH a monthly monitoring tool/report that shows cultural competency trainings completed.

16 H. CONTRACTOR shall attend the COUNTY's Cultural Competency Committee
17 monthly meetings, maintain its own cultural competence oversight committee, and develop a cultural
18 competency plan to address and evaluate cultural competency issues.

19 **23. AMERICANS WITH DISABILITIES ACT**

20 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
21 this Agreement shall comply with the accessibility requirements of Paragraph 508 of the Rehabilitation
22 Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. §794 (d)), and regulations
23 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
24 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic
25 and information technology (EIT) accessible to people with disabilities. California Government Code
26 Paragraph 11135 codifies Paragraph 508 of the Act requiring accessibility of electronic and information
27 technology.

28 **24. CONFLICT OF INTEREST**

1 No officer, agent, or employee of COUNTY who exercises any function or responsibility
2 for planning and carrying out the services provided under this Agreement shall have any direct or
3 indirect personal financial interest in this Agreement. In addition, no employee of COUNTY shall be
4 employed by CONTRACTOR to fulfill any contractual obligations with COUNTY.

5 CONTRACTOR shall also comply with all Federal, State of California, and local conflict
6 of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries
7 under this Agreement and any officer, agent, or employee of COUNTY.

8 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

26 **26. SINGLE AUDIT CLAUSE**

27 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars and No/100
28 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to

1 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
2 in Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and
3 management letter to COUNTY. The audit must include a statement of findings or a statement that
4 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
5 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
6 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
7 COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal year in which
8 funds were expended and/or received for the program. Failure to perform the requisite audit functions
9 as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at
10 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the
11 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this
12 Agreement are the sole responsibility of CONTRACTOR.

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

26 C. CONTRACTOR shall make available all records and accounts for inspection by
27 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the
28 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a

1 period of at least three (3) years following final payment under this Agreement or the closure of all other
2 pending matters, whichever is later.

3 **27. COMPLIANCE**

4 CONTRACTOR agrees to comply with the COUNTY's "Contractor Code of Conduct and
5 Ethics" and the COUNTY's Compliance Program in accordance with Exhibit G, attached hereto and by
6 this reference incorporated herein and made a part of this Agreement. Within thirty (30) days of
7 entering into this Agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's
8 employees, agents and subcontractors providing services under this Agreement certify in writing, that
9 he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and
10 Ethics. CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents and
11 subcontractors providing services under this Agreement shall certify in writing that he or she has
12 received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.

13 CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an
14 element in evaluating the performance of CONTRACTOR and its employees, agents and
15 subcontractors.

16 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
17 employees, agents and subcontractors providing services under this Agreement shall complete general
18 compliance training, and appropriate employees, agents and subcontractors shall complete
19 documentation and billing or billing/reimbursement training. All new employees, agents and
20 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who
21 is required to attend training shall certify in writing that he or she has received the required training.
22 The certification shall specify the type of training received and the date received. The certification shall
23 be provided to the COUNTY's Compliance Officer at 1925 E. Dakota Ave, Fresno, California 93726.

24 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
25 COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this
26 Agreement.

27 **28. ASSURANCES**

28 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,

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

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

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

25 1) In the event the potential employee or subcontractor informs
26 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
27 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR
28 hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said

1 employee or subcontractor does no work, either directly or indirectly relating to services provided to
2 COUNTY.

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

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

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

25 2) Notwithstanding the above, COUNTY at its discretion may terminate this
26 Agreement in accordance with Paragraph Three (3) of this Agreement, or require adequate assurance
27 (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
28 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services

1 provided to COUNTY. Such demand for adequate assurance shall be effective upon a timeframe to be
2 determined by COUNTY to protect the interests of COUNTY clients.

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

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

9 **29. PUBLICITY PROHIBITION**

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

18 **30. CHILD ABUSE REPORTING ACT**

19 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director,
20 or designee, to ensure that all of the CONTRACTOR's employees, consultants, subcontractors or
21 agents described in the Child Abuse Reporting Act, Paragraph 1116 et seq. of the Penal Code, and
22 performing services under this Agreement shall report all known or suspected child abuse or neglect to
23 a child protective agency as defined in Penal Code Paragraph 11165.9. This procedure shall include:

24 A. A requirement that all CONTRACTOR's employees, consultants, subcontractors
25 or agents performing services shall sign a statement that he or she knows of and will comply with the
26 reporting requirements as defined in Penal Code Paragraph 11166(a).

27 B. Establishing procedures to ensure reporting even when employees, consultants,
28 subcontractors, or agents who are not required to report child abuse under Penal Code Paragraph

1 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

2 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

6 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),
7 (2), the following information must be disclosed by CONTRACTOR by completing Exhibit H, "Disclosure
8 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated
9 herein and made part of this Agreement. CONTRACTOR shall submit this form to COUNTY's DBH
10 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report
11 any changes to this information within thirty-five (35) days of occurrence by completing Exhibit H.
12 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5) percent or
13 greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this
14 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
15 the CONTRACTOR did not submit timely and accurate information and cooperate with any screening
16 method required in CFR, Title 42, Paragraph 455.416. Submissions shall be scanned portable
17 document format (pdf) copies and are to be sent via email to DBHAdministration@fresnocountyca.gov,
18 Attention: Mental Health Contracts Division. COUNTY may deny enrollment or terminate this
19 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
20 CONTRACTOR has been convicted of a criminal offense related to that person's involvement with the
21 Medicare, Medicaid, or Title XXI program in the last ten (10) years.

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

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

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

- 28 1) Fraud or a criminal offense in connection with obtaining, attempting to

1 obtain, or performing a public (federal, state, or local) transaction or
2 contract under a public transaction;

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

4 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
5 records; or

6 4) False statements or receipt of stolen property.

7 B. Within a three (3) year period preceding their Agreement award, they have had
8 a public transaction (federal, state, or local) terminated for cause or default.

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

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

26 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

27 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
28 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes

1 its status to operate as a corporation.

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

10 **34. AUDITS AND INSPECTIONS**

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

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

19 **35. NOTICES**

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

22 COUNTY
23 Director,
24 Fresno County Department
25 of Behavioral Health
26 1925 E. Dakota Ave.
27 Fresno, CA 93726

22 CONTRACTOR
23 Executive Director,
24 Reading and Beyond, Inc.
25 4670 E. Butler Avenue
26 Fresno, CA 93702

26 All notices between the COUNTY and CONTRACTOR provided for or permitted under
27 this Agreement must be in writing and delivered either by personal service, by first-class United States
28 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
delivered by personal service is effective upon service to the recipient. A notice delivered by first-class

1 United States mail is effective three (3) COUNTY business days after deposit in the United States mail,
2 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
3 service is effective one (1) COUNTY business day after deposit with the overnight commercial courier
4 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
5 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
6 completed (but, if such transmission is completed outside of COUNTY business hours, then such
7 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
8 that the sender maintains a machine record of the completed transmission. For all claims arising out of
9 or related to this Agreement, nothing in this Paragraph establishes, waives, or modifies any claims
10 presentation requirements or procedures provided by law, including but not limited to the Government
11 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

12 **36. SEVERABILITY**

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

16 **37. GOVERNING LAW**

17 The parties agree that for the purpose of venue, performance under this Agreement is in
18 Fresno County, California.

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

21 **38. ENTIRE AGREEMENT**

22 This Agreement, including all Exhibits (listed herein), COUNTY's Revised RFP No. 20-
23 023, and CONTRACTOR's Response to COUNTY's Revised RFP No. 20-023 constitutes the entire
24 agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and
25 supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements,
26 publications, and understandings of any nature whatsoever unless expressly included in this
27 Agreement.

28 Exhibit A Scope of Work

1	Exhibit B	Fresno County Department of Behavioral Health Guiding
2		Principles of Care Delivery
3	Exhibit C	Budget
4	Exhibit D	State Mental Health Requirements
5	Exhibit E	Fixed Asset Log
6	Exhibit F-1	CLAS Standards
7	Exhibit F-2	Cultural Competence Form
8	Exhibit G	Contractor Code of Conduct and Ethics
9	Exhibit H	Disclosure of Ownership and Control Interest Statement
10	Exhibit I	Certification Regarding Debarment, Suspension, and Other
11		Responsibility Matters- Primary Covered Transactions
12	Exhibit J	Self-Dealing Transaction Disclosure Form
13	Exhibit K	Guide (PPG) 1.2.7 Performance Outcomes Measures

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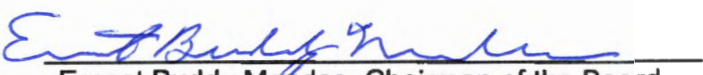
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **CONTRACTOR**

COUNTY OF FRESNO

5 Reading and Beyond, Inc.

6 
7 (Authorized Signature)



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

8 Luis Santana
9 Print Name

10 Exec Director
11 Title (Chairman of Board, or President,
Executive Director, or CEO)

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

12 
13 (Authorized Signature)

By: Susan Bishop, Deputy

14 Lesley Fairburn
15 Print Name

Date: 3-24-2020

16 Controller
17 Title (Secretary of Corporation, or Chief
Financial Officer/Treasurer, or any
Assistant Secretary or Treasurer)

21 **MAILING ADDRESS:**
22 Reading and Beyond
23 4670 E. Butler Ave.
24 Fresno, CA 93702
25 Contact: Luis Santana, Executive Director
26 Phone No.: 559-342-8625

27 **FOR ACCOUNTING USE ONLY:**
28 Fund/Subclass: 0001/10000
Org No.: 56304710
Account No.: 7295