

AGREEMENT

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THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Beacon Health Options of California, Inc , a private California Corporation , whose address is 12898 Towne Center Drive, Cerritos CA 90703, hereinafter referred to as "CONTRACTOR". Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and CONTRACTOR, unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY is authorized through its Intergovernmental Agreement with the California Department of Health Care Services, hereinafter referred to as State or DHCS, to subcontract for Drug Medi-Cal services in Fresno County; and

WHEREAS, COUNTY is authorized to contract with privately operated agencies for the provision of alcohol and SUD treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code; and

WHEREAS, the Department of Behavioral Health would like to continue substance use disorder residential treatment authorization services; and

WHEREAS, CONTRACTOR(S) is licensed by the State of California Department of Managed Health Care to provide services required by the County, pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as 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 comply with the Fresno County Substance Use Disorder (FCSUD) Provider Manual, hereinafter referred to as the "Provider Manual" and by this reference incorporated herein and made part of this Agreement. The Provider Manual may be accessed at the DBH website at the following address: <https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract->

1 [providers/substance-use-disorder-providers](#). Amendments to the Provider Manual made in the future shall
2 automatically be incorporated into and made part of this Agreement.

3 C. CONTRACTOR shall align program, services, and practices with the vision and mission
4 within Exhibit B, "DBH Guiding Principles of Care Delivery," attached hereto and by this reference incorporated
5 herein and made part of this Agreement. CONTRACTOR may be required to utilize and integrate clinical tools
6 such as Reaching Recovery at DBH's discretion.

7 Employees involved in a crisis incident should be offered appropriate Employee
8 Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the County
9 DBH's Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align its practices around this
10 vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees
11 shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate
12 follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to the
13 County's DBH.

14 D. It is acknowledged by all parties hereto that COUNTY's DBH Contracted Services Division
15 shall monitor the services operated by CONTRACTOR, in accordance with Section Nineteen (19), EVALUATION -
16 MONITORING, of this Agreement.

17 E. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting
18 of staff from COUNTY's DBH to discuss program requirements, data reporting, training, policies, procedures,
19 overall program operations and any problems or foreseeable problems that may arise.

20 F. CONTRACTOR shall maintain requirements as a Drug Medi-Cal Organized Delivery System
21 contractor to the extent applicable for the services described herein throughout the term of this Agreement. If
22 for any reason this status is not maintained, COUNTY may terminate this Agreement pursuant to Section Three
23 (3) - TERMINATION, of this Agreement.

24 G. CONTRACTOR agrees that prior to providing services under the terms and conditions of
25 this Agreement, CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY
26 may, in addition to other remedies, terminate this Agreement, in accordance with Section Three (3) -
27 TERMINATION, of this Agreement.

1 H. CONTRACTOR will promptly provide copies of policies and procedures for Administrative
2 Services as reasonably requested by COUNTY. During normal business hours, as reasonably required, upon
3 reasonable prior notice and with all confidentiality/privacy protections in place, CONTRACTOR shall provide
4 COUNTY, its duly authorized representatives or applicable governmental agencies, access to inspect facilities,
5 equipment, documents, and records reasonably relating to Administrative Services provided by CONTRACTOR
6 hereunder. CONTRACTOR shall cooperate with collecting and sharing with COUNTY data pursuant to those
7 reports listed in this Agreement and its Exhibits and shall cooperate with such additional reporting that COUNTY
8 is required to submit to regulators or accreditation entities. COUNTY possesses and retains all right, title, and
9 interest in and to COUNTY data. COUNTY may access and copy any COUNTY data in CONTRACTOR's possession as
10 reasonably requested. Promptly after COUNTY'S request or at such regular intervals as reasonably requested by
11 COUNTY, CONTRACTOR shall facilitate access and copying of COUNTY data in a format that is usable by COUNTY
12 in its day-to-day operations so that COUNTY can back-up the data as needed and resume performance of critical
13 functions in the case of termination of this Agreement or disaster.

14 I. CONTRACTOR may maintain records and data related to the operation of the services
15 described within this agreement in COUNTY's electronic health record (EHR) system. COUNTY shall be allowed to
16 review such records and data in the performance and monitoring of this agreement. If CONTRACTOR elects to
17 maintain its records in COUNTY's EHR system, it shall provide COUNTY's DBH Director, or designee, with 30-days
18 prior written notice. If CONTRACTOR elects to maintain its records in COUNTY's EHR system it shall compensate
19 COUNTY for its use of COUNTY's EHR system according to the rates set forth in Exhibit D, attached hereto and by
20 this reference incorporated herein and made part of this Agreement. If thereafter, CONTRACTOR chooses not to
21 maintain its records in COUNTY's EHR system it shall provide COUNTY's DBH Director, or designee, with 30-days
22 prior written notice and CONTRACTOR will be responsible for obtaining its own system, at its own cost.

23 1)Disclaimer

24 COUNTY makes no warranty or representation that information entered into the COUNTY's EHR system
25 by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own purposes or that any
26 information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
27 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for
28 client information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all

1 Protected Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in
2 conformance with all HIPAA laws, as stated in Section Twenty-Nine (29), "Health Insurance Portability and
3 Accountability Act."

4 **2. TERM**

5 The term of this Agreement shall be for a period of three (3) years, commencing on July 1st, 2022 through
6 and including June 30th, 2025. This Agreement may be extended for two (2) additional consecutive twelve (12) month
7 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve
8 (12) month extension period. The Director of Behavioral Health or their designee is authorized to execute such
9 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

10 **3. TERMINATION**

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

15 B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in
16 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;
- 20 4) Improperly performed service.

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

27 C. Without Cause - Under circumstances other than those set forth above, this Agreement may
28 be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to

1 CONTRACTOR.

2 **4. COMPENSATION**

3 A. Contingent upon confirmation of funding by the California Department of Health Care
4 Services, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with
5 Exhibit C, "Budget" attached hereto and by this reference incorporated herein and made part of this agreement.
6 Monthly invoices shall be submitted in accordance with Section Five (5), INVOICING, of this Agreement.

7 The maximum compensation payable to CONTRACTOR under this Agreement for the period July 1,
8 2022 through June 30, 2023 shall not exceed One Million Eighty Nine Thousand Four Hundred Fifty Six and No/100
9 Dollars (\$1,089,456.00).

10 The maximum compensation payable to CONTRACTOR under this Agreement for the period July 1,
11 2023 through June 30, 2024 shall not exceed One Million One Hundred Twenty Seven Thousand Five Hundred Ninety
12 Two and No/100 Dollars (\$1,127,592.00).

13 The maximum compensation payable to CONTRACTOR under this Agreement for the period July 1,
14 2024 through June 30, 2025 shall not exceed One Million One Hundred Sixty Seven Thousand Sixty and No/100
15 Dollars (\$1,167,060.00).

16 The maximum compensation payable to CONTRACTOR under this Agreement for the period of July
17 1, 2022 through June 30, 2025 shall not exceed Three Million Three Hundred Eighty Four Thousand One Hundred
18 Eight and No/100 Dollars (\$3,384,108.00).

19 If the term of this Agreement is extended for the period July 1, 2025 through June 30, 2026, then the
20 maximum compensation payable to CONTRACTOR under this Agreement for that period shall not exceed One
21 Million Two Hundred Seven Thousand Nine Hundred Five and No/100 Dollars (\$1,207,908.00).

22 If the term of this Agreement is extended for the period July 1, 2026 through June 30, 2027, then the
23 maximum compensation payable to CONTRACTOR under this Agreement for that period shall not exceed One
24 Million Two Hundred Fifty Thousand One Hundred Eighty One and No/100 Dollars (\$1,250,184.00).

25 The maximum compensation payable to CONTRACTOR under this Agreement for the period of July
26 1, 2022 through June 30, 2027 shall not exceed Five Million Eight Hundred Forty Two Thousand Two Hundred and
27 No/100 Dollars (\$5,842,200.00).

28 B. It is understood that all expenses incidental to CONTRACTOR's performance of services

1 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply with any material provision of
2 this Agreement after written notice to CONTRACTOR of the alleged failure and CONTRACTOR's failure to cure after
3 no less than 14 days, COUNTY shall be relieved of its obligation for further compensation.

4 C. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided in the
5 preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the monthly
6 invoicing as described in Section Five (5), INVOICING, herein. Payments shall be documented to COUNTY on a
7 monthly basis by the twentieth (20th) day of the month following the month of said expenditures.

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

10 All final invoices shall be submitted by CONTRACTOR within sixty (60) days following the final month of
11 service for which payment is claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty
12 (60) day closeout period.

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

18 F. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with Drug
19 Medi-Cal Administrative and/or Realignment Funds.

20 **5. INVOICING**

21 A. CONTRACTOR shall invoice COUNTY by the twentieth (20th) of each month. Total
22 reimbursement cannot exceed the maximum annual contract amount. Invoices shall be submitted via email to the
23 assigned staff analyst and to SAS@fresnocountyca.gov.

24 B. COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day of the
25 month for the prior month's hosting fee for access to COUNTY's electronic information system in accordance with
26 the fee schedule set forth in Exhibit D, "Electronic Health Records Software Charges," attached hereto and
27 incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice CONTRACTOR(S)
28 annually for the annual maintenance and licensing fee for access to COUNTY's electronic information system in

1 accordance with the fee schedule as set forth in Exhibit D.

2 C. At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or
3 is otherwise not in proper form or substance, COUNTY's DBH Director or designee shall have the right to withhold
4 payment as to only that portion of the invoice that is incorrect or improper, with five (5) days prior notice of intent to
5 withhold funds to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90)
6 days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not
7 corrected to the satisfaction of COUNTY DBH, COUNTY's DBH Director, or designee, may elect to terminate this
8 Agreement, pursuant to the termination provisions stated in Section Three (3), TERMINATION, of this Agreement.
9 COUNTY's DBH, at the discretion of COUNTY's DBH Director or designee, shall have the right to deny payment of any
10 additional invoices received ninety (90) days after the expiration of each term of this Agreement or termination of
11 this Agreement. If invoices are not submitted within ninety (90) days after each twelve (12) month period expires or
12 this Agreement is terminated, COUNTY's DBH Director or her designee shall have the right to deny payment on such
13 invoices.

14 D. CONTRACTOR shall maintain financial records for a period of ten (10) years or until
15 any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR is responsible for any disallowances
16 related to inadequate documentation.

17 E. CONTRACTOR is responsible for collection and managing data in a manner to be
18 determined by DHCS and the Fresno County Drug Medi-Cal Organized Delivery System in accordance with applicable
19 rules and regulations.

20 **6. LICENSING-CERTIFICATES**

21 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all
22 necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the
23 services hereunder and required by the laws and regulations of the United States of America, State of California,
24 the County of Fresno, and any other applicable governmental agencies.

25 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits,
26 approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto.
27 Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as
28 may now exist or be hereafter changed.

1 **7. PROHIBITION ON PUBLICITY**

2 None of the funds, materials, property or services provided directly or indirectly under this Agreement shall
3 be used for CONTRACTOR’s advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction
4 donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in
5 Section One (1), SERVICES, of this Agreement shall be allowed as necessary to raise public awareness about the
6 availability of such specific services when approved in advance by the DBH Director, or his or her designee, and at a
7 cost to be provided for such items as written/printed materials, the use of media (i.e., radio, television, newspapers)
8 and any other related expense(s). Communication products must follow DBH graphic standards, including
9 typefaces and colors, to communicate our authority and project a unified brand. This includes all media types and
10 channels and all materials on and offline that are created as part of DBH’s efforts to provide information to the
11 public.

12 **8. NO THIRD-PARTY BENEFICIARIES**

13 It is understood and agreed by and between the parties that the services provided by CONTRACTOR for
14 COUNTY herein are solely for the benefit of the COUNTY, and that nothing in this Agreement is intended to confer on
15 any person other than the parties hereto any right under or by reason of this Agreement.

16 **9. INDEPENDENT CONTRACTOR**

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

25 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if
26 any, of governmental authorities having jurisdiction over matters the subject thereof.

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to
28 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible

1 for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall
2 be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
3 including 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 others unrelated
5 to the COUNTY or to this Agreement.

6 **10. NON-ASSIGNMENTS/SUBCONTRACTS**

7 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this
8 Agreement without the prior written consent of the other party.

9 CONTRACTOR shall be required to assume full responsibility for all services and activities covered by this
10 Agreement, whether or not CONTRACTOR is providing services directly. Further, CONTRACTOR shall be the sole
11 point of contact with regard to contractual matters, including payment of any and all charges resulting from this
12 Agreement.

13 If CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of
14 services covered by this Agreement, any such subcontract shall be in writing and approved as to form and content by
15 COUNTY's DBH Director, or his or her designee, prior to execution and implementation. COUNTY's DBH Director, or
16 his or her designee, shall have the right to reject any such proposed subcontract. Any such subcontract together with
17 all activities by or caused by CONTRACTOR shall not require compensation greater than the total budget contained
18 herein. An executed copy of any such subcontract shall be received by COUNTY before any implementation and shall
19 be retained by COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper performance of any
20 subcontract. Any subcontractor shall be subject to the same terms and conditions that CONTRACTOR is subject to
21 under this Agreement.

22 **11. CONFLICT OF INTEREST**

23 No officer, agent, or employee of COUNTY who exercises any function or responsibility for planning and
24 carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in
25 this Agreement. CONTRACTOR shall comply with all Federal, State of California, and local conflict of interest laws,
26 statutes, and regulations, which shall be applicable to all parties and persons served under this Agreement and any
27 officer, agent, or employee of COUNTY.

28 **12. DISCLOSURE OF SELF-DEALING TRANSACTION**

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

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

11 **13. ASSURANCES**

12 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,
13 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; that it has not
14 been convicted of a criminal offense related to the provision of health care items or services; nor has it been
15 reinstated to participation in the Federal Health Care Programs after a period of exclusion, suspension,
16 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is
17 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with,
18 COUNTY's business operations related to the Federal Health Care Programs and shall remove such CONTRACTOR
19 from any position in which CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed
20 by CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise
21 with Federal Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health Care
22 Programs. Further the CONTRACTOR agrees to the Disclosure of Criminal History and Civil Actions and Certification
23 regarding debarment suspension and other responsibility matters primary covered transactions; CONTRACTOR must
24 sign an appropriate "Certification Regarding Debarment, Suspension, and Other Responsibility Matters," attached
25 hereto as Exhibit F, and by this reference incorporated herein and made part of this Agreement.

26 A. If COUNTY has notice that CONTRACTOR has been charged with a criminal
27 offense related to any Federal Health Care Program or is proposed for exclusion during the term on any contract,
28 CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any claims submitted to any

1 Federal Health Care Program. At its discretion given such circumstances, COUNTY may request that CONTRACTOR
2 cease providing services until resolution of the charges or

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

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

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

20 C. CONTRACTOR shall verify (by asking the applicable employees and
21 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform
22 professional services under this Agreement (1) are not currently excluded, suspended, debarred, or otherwise
23 ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense
24 related to the provision of health care items or services; and (3) have not been reinstated to participation in the
25 Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any
26 existing employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred or
27 otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense
28 relating to the provision of health care services, CONTRACTOR will ensure that said employee or subcontractor does

1 no work, either direct or indirect, relating to services provided to COUNTY.

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

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

13 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
14 information from COUNTY which may be necessary to complete any internal or external audits relating to this
15 Agreement.

16 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any
17 penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of
18 this Agreement.

19 **14. MODIFICATION**

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

22 **15. INSURANCE**

23 **1. Required Policies**

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

27 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two
28 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).

1 This policy must be issued on a per occurrence basis. Coverage must include products, completed
2 operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall
3 obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and
4 volunteers, individually and collectively, as additional insureds, but only insofar as the operations under
5 this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and
6 any other insurance, or self-insurance, maintained by the COUNTY is excess only and not contributing
7 with insurance provided under the CONTRACTOR's policy.

8 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars
9 (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto
10 used in connection with this Agreement.

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

13 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars
14 (\$1,000,000) per occurrence for bodily injury and for disease.

15 (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars
16 (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a
17 claims-made policy, then (1) the retroactive date must be prior to the date on which services began
18 under this Agreement; (2) the CONTRACTOR shall maintain the policy and provide to the COUNTY annual
19 evidence of insurance for not less than five years after completion of services under this Agreement; and
20 (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a
21 retroactive date prior to the date on which services begin under this Agreement, then the CONTRACTOR
22 shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after
23 completion of services under this Agreement.

24 (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and
25 omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in
26 the aggregate. Coverage must encompass all of the CONTRACTOR's obligations under this Agreement,
27 including but not limited to claims involving Cyber Risks.

28

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

6 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may
7 include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of
8 any of the CONTRACTOR's obligations under section 23 of this Agreement; (iv) system failure; (v) data
9 recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy
10 policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not
11 limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release
12 of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic
13 information; (xiii) cyber extortion; (xiv) extortion related to the CONTRACTOR's obligations under this
14 Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction;
15 (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs,
16 including Security Breach response costs; (xx) regulatory fines and penalties related to the
17 CONTRACTOR's obligations under this Agreement regarding electronic information, including Personal
18 Information; and (xxi) credit monitoring expenses.

19 **2. Additional Requirements**

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

- 27 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in
28 full force; (2) the COUNTY, its officers, agents, employees, and volunteers are not responsible for

1 any premiums on the policy; and (3) the CONTRACTOR has waived its right to recover from the
2 COUNTY, its officers, agents, employees, and volunteers any amounts paid under any insurance
3 policy required by this Agreement and that waiver does not invalidate the insurance policy.

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

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

13
14 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the
15 retroactive date of the policy, which must be prior to the date on which services began under
16 this Agreement.

17 (v) The technology professional liability insurance certificate must also state that coverage
18 encompasses all of the CONTRACTOR's obligations under this Agreement, including but not
19 limited to claims involving Cyber Risks, as that term is defined in this Agreement.

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

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

27 (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the
28 CONTRACTOR shall provide to the County, or ensure that the policy requires the insurer to provide to the

1 COUNTY, written notice of any cancellation or change in the policy as required in this paragraph. For
2 cancellation of the policy for nonpayment of premium, the CONTRACTOR shall, or shall cause the insurer
3 to, provide written notice to the COUNTY not less than 10 days in advance of cancellation. For
4 cancellation of the policy for any other reason, and for any other change to the policy, the CONTRACTOR
5 shall, or shall cause the insurer to, provide written notice to the COUNTY not less than 30 days in advance
6 of cancellation or change. The COUNTY in its sole discretion may determine that the failure of the
7 CONTRACTOR or its insurer to timely provide a written notice required by this paragraph is a breach of
8 this Agreement.

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

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

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

27 (G) **Subcontractors.** The CONTRACTOR shall require and verify that all subcontractors used by the
28 CONTRACTOR to provide services under this Agreement maintain insurance meeting all insurance

1 requirements provided in this Agreement. This paragraph does not authorize the CONTRACTOR to
2 provide services under this Agreement using subcontractors.

3 **16. HOLD HARMLESS**

4 CONTRACTOR shall indemnify and hold harmless and defend COUNTY (including its officers, agents,
5 employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees
6 and costs), fines, penalties, and liabilities of any kind to COUNTY, CONTRACTOR, or any third party that arise from or
7 relate to the performance or failure to perform by the CONTRACTOR (or any of its officers, agents, subcontractors,
8 or employees) under this Agreement. COUNTY may conduct or participate in its own defense without affecting the
9 CONTRACTOR's obligation to indemnify and hold harmless or defend the COUNTY. CONTRACTOR agrees to
10 indemnify COUNTY for Federal, State of California audit exceptions resulting from noncompliance herein on the
11 part of the CONTRACTOR.

12 The provisions of this Section Sixteen (16), HOLD HARMLESS, shall survive termination of this Agreement.

13 **17. SINGLE AUDIT**

14 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in
15 Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the
16 requirements of the Single Audit Standards as set forth in 2 Code of Federal Regulations (CFR) Part 200.
17 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of
18 findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a
19 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any material
20 non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's Department
21 of Behavioral Health, Business Office for review within nine (9) months of the end of any fiscal year in which funds
22 were expended and/or received for the program. Failure to perform the requisite audit functions as required by this
23 Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a
24 public accountant to perform said audit, or may result in the inability of COUNTY to enter into future agreements
25 with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

26 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not exceed the
27 Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's only funding is through Drug
28 Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with

1 management letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to
2 CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's Department of Behavioral Health,
3 Business Office for review, no later than nine (9) months after the close of the fiscal year in which the funds supplied
4 through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the
5 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this
6 Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
7 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this section
8 shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax
9 Collector.

10 C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the
11 State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of
12 their duly authorized representatives, at all reasonable times for a minimum of ten (10) years, in accordance with 42
13 CFR Part 438.3(h), from the finalized cost settlement process or, if an audit by the Federal government or DHCS has
14 been started before the expiration of the ten (10) year period, records shall be maintained until completion of the
15 audit and final resolution of all findings.

16 **18. AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during business hours, and as often
17 as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with
18 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the
19 COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the
20 terms of this Agreement.

21 The right to audit under this section exists for ten (10) years from the final date of the agreement period
22 or from the date of completion of any audit, whichever is later.

23 Notwithstanding the provisions stated in Section Two (2), TERM, of this Agreement, it is acknowledged by
24 the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and
25 requirements as stated in this Agreement have been completed to the review and satisfaction of COUNTY.
26 CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including, but not
27 limited to, actual costs incurred and the payment of any
28 expenditures disallowed by either COUNTY, State, or Federal governmental entities, including any assessed interest

1 and penalties.

2 CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the
3 State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any
4 of their duly authorized representatives, at all reasonable times for a minimum of ten (10) years, in accordance
5 with 42 CFR Part 438.3(h), from the finalized cost settlement process or, if an audit by the Federal government or
6 DHCS has been started before the expiration of the ten (10) year period, records shall be maintained until
7 completion of the audit and final resolution of all findings.

8 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the
9 examination and audit of the California State Auditor for a period of three (3) years after final payment under
10 contract (Government Code Section 8546.7).

11 **19. EVALUATION - MONITORING**

12 CONTRACTOR shall participate in a review of the program at least yearly or more frequently, or
13 as needed, at the discretion of COUNTY. The CONTRACTOR agrees to supply all information reasonably requested by
14 the COUNTY, DHCS, and/or the subcontractor during the program evaluation, monitoring, and/or review.

15 COUNTY's DBH Director, or her designee, and DHCS or their designees shall monitor and evaluate the
16 performance of CONTRACTOR under this Agreement to determine to the best possible degree the success or failure
17 of the services provided under this Agreement. At the discretion of the COUNTY, a subcontractor may be obtained
18 by the COUNTY to independently evaluate and monitor the performance of the CONTRACTOR. CONTRACTOR shall
19 participate in the evaluation of the program as needed, at the discretion of COUNTY.

20 COUNTY shall recapture from CONTRACTOR the value of any services or other expenditures determined
21 to be ineligible based on the COUNTY or State monitoring results. At the discretion of the COUNTY, recoupment
22 can be made through a future invoice reduction or reimbursement by the CONTRACTOR.

23 **20. REPORTS – SUBSTANCE USE DISORDER SERVICES**

24 CONTRACTOR(S) shall submit all information and data required by State, including, but not limited
25 to the following:

26 A. Logic Manager Incident Reporting – as needed, when incidents occur and as instructed
27 in Exhibit G, Protocol for Completion of Incident Report.

28 B. Cultural Competency Survey – completed annually in a format to be determined by

1 DBH;

2 C. Americans with Disabilities (ADA) – Annually, upon request by COUNTY DBH,
3 CONTRACTOR(S) shall complete a system-wide accessibility survey in a format determined by DBH for each service
4 location and modality and shall submit an ADA Accessibility Certification and Self-Assessment, Including an
5 Implementation Plan, for each services location;

6 D. Culturally and Linguistically Appropriate Services (CLAS) – Annually, upon request by
7 DBH, CONTRACTOR(S) shall complete and agency CLAS survey in a format determined by COUNTY DBH and shall
8 submit a CLAS Self-Assessment, including an Implementation Plan; and

9 E. Network Adequacy Certification Tool (NACT) Annually, upon request, CONTRACTOR
10 shall submit NACT data as request by COUNTY DBH;

11 F. Cost Reports – On an annual basis for each fiscal year ending June 30th
12 CONTRACTOR(S) shall submit NACT data as requested by COUNTY DBH;

13 G. Outcome Reports – CONTRACTOR and COUNTY shall agree to standard reports
14 within 30 days of the execution of this agreement. CONTRACTOR shall deliver the reports set forth in the “Standard
15 Reporting Package” according to the timeframes agreed to by CONTRACTOR and COUNTY. Non-standard reports
16 shall be delivered according to a mutually agreed-to timeline after full specifications are received and confirmed by
17 CONTRACTOR and approved by COUNTY. In addition to the Standard Reporting Package, CONTRACTOR will provide a
18 maximum of eight (8) hours of time per month to include design, development and production work for
19 modifications to any report in the Standard Reporting Package or any non-standard additional reports requested by
20 COUNTY that are not included in the Standard Reporting Package (the “Reporting Customization Work”); provided,
21 however, that any unused hours in any month shall not be carried into the next month. The Standard Reporting
22 Package shall be reviewed by both Parties at least annually for revision to the reports included in the package and
23 content and format of included reports. Mutually agreed to changes to the Standard Reporting Package will be made
24 at no additional charge to COUNTY provided the number of reports and production time for reports does not
25 increase materially. In addition to the reports defined within the Standard Reporting Package, COUNTY can
26 request/receive four (4) ad-hoc reports, per contract year, under the existing contract pricing. Additional ad-hoc
27 report requests will be charged back to the COUNTY at a mutually agreed upon baseline charge depending on report
28 complexity and level of effort in development. Non-standard reports shall be delivered according to a mutually

1 agreed upon timeline after full specifications are received and confirmed by the CONTRACTOR. Prior written
2 approval by COUNTY is required before the requested ad-hoc report is developed. For any changes to the Standard
3 Reporting Package or any agreed upon modifications to the same that materially increase the number of reports or
4 production time for reports, such mutually-agreed upon changes shall be added to this Agreement by an amendment
5 signed by both parties.

6 ///

7 **21. PROPERTY OF COUNTY**

8 A. CONTRACTOR shall submit purchase invoices for the purchase of any fixed assets with their monthly invoices. All
9 purchases over Five Thousand and No/100 Dollars (\$5,000.00), and certain purchases under Five Thousand and
10 No/100 Dollars (\$5,000.00) such as fans, calculators, cameras, VCRs, DVDs and other sensitive items as determined
11 by COUNTY's DBH Director, or his or her designee, made during the life of this Agreement shall be identified as assets
12 that can be inventoried and maintained in COUNTY's DBH Asset Inventory System. These assets shall be retained
13 by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.

14 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present
15 when fixed assets are returned to COUNTY's possession at the termination or expiration of this Agreement.

16 CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said
17 fixed assets if unable to produce the fixed assets at the expiration or termination of this Agreement.

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

24 C. The terms and conditions described in this Section are not applicable to the leasing of vehicles by
25 CONTRACTOR with the funds provided under this Agreement.

26 **22. RECORDS**

27 A. RECORDS ESTABLISHMENT AND MAINTENANCE – CONTRACTOR shall
28

1 establish and maintain records in accordance with State and Federal rules and regulations in addition to those
2 requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Except as otherwise
3 authorized by COUNTY, CONTRACTOR shall retain all other records for a period of ten (10) years from the finalized
4 cost settlement process, or from the date of completion of any audit, whichever is later.

5 B. DOCUMENTATION – CONTRACTOR shall maintain adequate records in sufficient detail to
6 make possible an evaluation of services, and contain all the data necessary in
7 reporting to the State of California and/or Federal agency. All client records shall be maintained pursuant to
8 applicable State of California and Federal requirements concerning confidentiality.

9 C. REPORTS – CONTRACTOR shall submit to COUNTY periodic fiscal and all program reports as
10 further described in Section Twenty (20) REPORTS – Substance Use Disorder Services. CONTRACTOR shall submit a
11 complete and accurate year-end cost report for each fiscal year affected by this Agreement, following the end of
12 each fiscal year affected by this Agreement. CONTRACTOR shall also furnish to COUNTY such statements, records,
13 reports, data, and information as COUNTY may request pertaining to matters covered by this Agreement. All reports
14 submitted by CONTRACTOR to COUNTY must be typewritten.

15 D. SUSPENSION OF COMPENSATION – In the event that CONTRACTOR fails to provide reports
16 specified in this Agreement, it shall be deemed sufficient cause for COUNTY to withhold payments until there is
17 compliance.

18 E. CLIENT CONFIDENTIALITY – CONTRACTOR shall conform to and COUNTY shall monitor
19 compliance with all State and Federal statutes and regulations regarding confidentiality, including but not limited to
20 confidentiality of information requirements of 42 CFR § 2.1 et seq., Welfare and Institutions Code §§ 5328, 10850
21 and 14100.2, Health and Safety Code §§ 11977 and 11812, Civil Code, Division 1, Part 2.6, and CCR Title 22 § 51009.

22 **23. DATA SECURITY**

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

1 A. CONTRACTOR-OWNED MOBILE, WIRELESS, OR HANDHELD DEVICES

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

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

8 B. CONTRACTOR-OWNED COMPUTERS OR COMPUTER PERIPHERALS

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

14 C. COUNTY-OWNED COMPUTER EQUIPMENT

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

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

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

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

27 G. CONTRACTOR is responsible to immediately notify COUNTY upon being
28 made aware of any violations, breaches or potential breaches of security related to COUNTY's confidential

1 information, data maintained in computer files, program documentation, data processing systems, data files and
2 data processing equipment which stores or processes COUNTY data internally or externally.

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

8 **24. COMPLIANCE WITH LAWS, POLICIES, AND RULES**

9 CONTRACTOR shall comply with all applicable rules and regulations set forth in CCR Titles 9 and
10 22, and California Health and Safety Code § 11750 et seq., with the exception of regulations waived by the Centers
11 for Medicare and Medicaid Services and DHCS, as stated within the DMC-Organized Delivery Service Special Terms
12 and Conditions and the DMC Intergovernmental Agreement. CONTRACTOR shall comply with any other Federal and
13 State laws or guidelines applicable to CONTRACTOR's performance under this Agreement or any local ordinances,
14 regulations, or policies applicable. Such provisions include, but are not restricted to:

15 A. CONTRACTOR shall comply with 42 CFR Part 438;

16 B. CONTRACTOR shall furnish beneficiary records in accordance with the applicable Federal,
17 State and local regulations and requirements, including in such records a treatment plan for each beneficiary, and
18 evidence of each service rendered;

19 C. CONTRACTOR shall comply with statistical reporting and program evaluation systems as
20 provided in State of California regulations and in this Agreement.

21 D. CONTRACTOR shall comply with requirements contained in the Intergovernmental
22 Agreement with DHCS by this reference incorporated herein, until such time that a new Intergovernmental
23 Agreement is established. Upon amendment of the Intergovernmental Agreement, the terms of the amended
24 Intergovernmental Agreement shall automatically be incorporated into this Agreement.

25 E. CONTRACTOR shall inform every beneficiary of their rights regarding Grievance and Appeals
26 according to state and federal law.

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

1 amendment. Exhibits will be updated as needed and no formal amendment of this contract is required for new rules
2 to apply.

3 **25. NON-DISCRIMINATION PROVISION**

4 ELIGIBILITY FOR SERVICES – CONTRACTOR shall not unlawfully discriminate in the provision of
5 services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
6 medical condition, genetic information, marital status, sex, gender, gender identity, gender
7 expression, age, sexual orientation, or military or veteran status as provided by State of California and Federal law in
8 accordance with Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)); Age Discrimination Act of 1975 (42 USC §
9 1681); Rehabilitation Act of 1973 (29 USC § 794); Education
10 Amendments of 1972 (20 USC § 1681); Americans with Disabilities Act of 1990 (42 USC § 12132); 45 CFR, Part 84;
11 provisions of the Fair Employment and Housing Act (California Government Code § 12900); and regulations
12 promulgated thereunder (CCR Title 2, § 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code
13 commencing with section 11135; and CCR Title 9, Division 4,
14 Chapter 6 commencing with section 10800.

15 A. EQUAL OPPORTUNITY – CONTRACTOR shall comply with California
16 Government Code, § 2990 and CCR Title 2, Division 4, Chapter 5, in matters related to the development,
17 implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall not discriminate against any
18 employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical
19 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
20 gender expression, age, sexual orientation, or military or veteran status. Such practices include retirement,
21 recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of
22 compensation, use of facilities, and other terms and conditions of employment. CONTRACTOR agrees to post in
23 conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of
24 the Equal Opportunity Act (42 USC § 2000(e)) in conformance with Federal Executive Order No. 11246. CONTRACTOR
25 agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC § 794).

26 B. SUSPENSION OF COMPENSATION – If an allegation of discrimination occurs, DBH may
27 withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to the satisfaction of DBH
28 that funds provided under this Agreement were not used in connection with the alleges discrimination.

1 C. NEPOTISM – Except by consent of the DBH Director, or his or her designee, no person shall
2 be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of Directors
3 or an officer of CONTRACTOR.

4 D. NEW FACILITIES AND DISABILITY ACCESS – New facilities shall be wheelchair accessible and
5 provide access to the disabled, consistent with CCR Title 9, Section 10820. If a new facility will be utilized, a plan
6 ensuring accessibility to the disabled must be developed. DBH shall assess, monitor, and document CONTRACTOR's
7 compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that
8 recipients/persons served and intended recipients/beneficiaries of services are provided without regard to physical
9 or mental disability and that CONTRACTOR has provided a facility accessible to the physically disabled.

10 **26. COMPLIANCE**

11 CONTRACTOR(S) shall comply with all requirements of the “Fresno County Behavioral Health Compliance
12 Program Contractor Code of Conduct and Ethics” as set forth in Exhibit H. Within thirty (30) days of entering into
13 this Agreement with the COUNTY, new CONTRACTOR(S) shall have all of CONTRACTOR(S) employees, agents and
14 subcontractors providing services under this Agreement complete General Compliance training and certify in
15 writing, that they have received, read, understood, and shall abide by the requirements set forth in Exhibit H,
16 attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR(S)
17 shall ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing services
18 under this Agreement complete General Compliance training and certify in writing that they have received, read,
19 understood, and shall abide by the requirements set forth in Exhibit H.

20 CONTRACTOR(S) will require all employees, agents and subcontractors providing services under this
21 Agreement to complete General Compliance training annually thereafter and appropriate employees, agents and
22 subcontractors shall complete Substance Use Disorder Documentation Billing or billing/reimbursement training.
23 CONTRACTOR(S) understands that the promotion of and adherence to such requirements is an element in
24 evaluating the performance of CONTRACTOR(S) and its employees, agents and subcontractors.

25 CONTRACTOR(S) employees, agents and subcontractors will submit written certifications upon
26 completion of General Compliance training to the COUNTY's Compliance Officer.
27
28

1 CONTRACTOR(S) and its employees, agents and subcontractors will promptly report any suspected
2 violation(s) of the Code of Conduct and Ethics or report any activity that they believe may violate the standards
3 of the Compliance Program through the DBH Compliance Hotline: (888) 262-4174.

4 CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY
5 by the Federal Government as a result of CONTRACTOR(S) violation of the terms of this Agreement.

6 **27. COMPLAINTS**

7 CONTRACTOR shall contact DBH to log complaints and provide information in support of the disposition
8 of all complaints from a person served or a person served's family. CONTRACTOR shall provide a summary of the
9 complaint log entries concerning COUNTY-sponsored beneficiaries to COUNTY at monthly intervals by the
10 fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post
11 signs informing beneficiary of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all
12 incidents reportable to state licensing bodies that affect COUNTY beneficiaries within twenty-four (24)
13 hours of receipt of a complaint.

14 Within fifteen (15) days after each incident or complaint affecting COUNTY-sponsored persons served,
15 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the
16 complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint.

17 **28. CULTURAL COMPETENCY**

18 As related to Cultural and Linguistic Competence:

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

24 B. Policies and procedures for ensuring access and appropriate use of trained interpreters and
25 material translation services for all LEP persons served, including, but not limited to, assessing the cultural and
26 linguistic needs of its persons served, training of staff on the policies and procedures, and monitoring its language
27 assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted
28 providers with these requirements.

1 C. CONTRACTOR assurance that minors shall not be used as interpreters.

2 D. CONTRACTOR shall provide and pay for interpreting and translation services to persons
3 participating in CONTRACTOR's services who have limited or no English language proficiency, including services to
4 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such
5 participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and
6 translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain
7 information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to
8 participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or
9 partners who interpret or translate for a program participant, or who directly communicate with a program
10 participant in a language other than English, demonstrate proficiency in the participant's language and can effectively
11 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

12 E. In compliance with the State-mandated Culturally and Linguistically Appropriate Services
13 standards as published by the Office of Minority Health, new CONTRACTOR must submit to COUNTY for approval,
14 within 60 days from date of contract execution, CONTRACTOR's plan to address all fifteen national cultural
15 competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services"
16 (CLAS), attached hereto as Exhibit I, and by this reference incorporated herein and made part of this Agreement.
17 County's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national
18 standards are implemented. As the national competency standards are updated, CONTRACTOR's plan must be
19 updated accordingly.

20 F. CONTRACTOR shall complete and submit County-issued CLAS self-assessment annually.
21 CONTRACTOR shall update CLAS plan as necessary.

22 CONTRACTOR shall ensure staff complete a CLAS training annually. CONTRACTOR shall update CLAS program
23 description as necessary.

24 **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

25 COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the
26 U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104- 191(HIPAA) and agree to use
27 and disclose protected health information as required by law.

28 COUNTY and CONTRACTOR acknowledge that the exchange of protected health information

1 between them is only for treatment, payment, and health care operations.

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

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

10 CONTRACTOR is required to follow the standards set forth in the HIPAA Business Associate Provision,
11 attached hereto as Exhibit J, and by this reference incorporated herein and made part of this Agreement.

12 **30. CHILD ABUSE REPORTING**

13 CONTRACTOR shall utilize a procedure acceptable to the COUNTY to ensure that all of CONTRACTOR's
14 employees, volunteers, consultants, subcontractors or agents performing services under this Agreement shall
15 report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code §
16 11165.9. This procedure shall include having all of CONTRACTOR's employees, volunteers, consultants,
17 subcontractors or agents performing services under this Agreement sign a statement that he or she knows of and will
18 comply with the reporting requirements set forth in Penal Code § 11166. The statement to be utilized by
19 CONTRACTOR for reporting is set forth in Exhibit K, "Notice of Child Abuse Reporting," attached hereto and by this
20 reference incorporated herein.

21 **31. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

22 CONTRACTOR shall adhere to the requirement that no funds shall be used to carry out any
23 program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the DHCS
24 chooses to implement a demonstration syringe services program for intravenous drug users.

25 **32. DISCLOSURE OF OWNERSHIP AND/OR CONTROL OF INTEREST INFORMATION**

26 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
27 managed care entity as defined in 42 CFR § 455.101 455.104, and 455.106(a)(1),(2).

28 In accordance with 42 CFR §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following

1 information must be disclosed by CONTRACTOR by completing Exhibit L “Disclosure of Ownership and Control
2 Interest Statement,” attached hereto and by this reference incorporated herein. CONTRACTOR shall submit this
3 form to the Department of Behavioral Health within thirty (30) days of the effective date of this Agreement.
4 Submissions shall be scanned pdf copies and are to be sent via email to SAS@fresnocountyca.gov and the
5 assigned analyst at the County of Fresno, Department of Behavioral Health, Contracts Division.

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

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

10 2) Date of birth and Social Security Number for individuals.

11 3) Tax identification number for other corporations or entities with
12 ownership or controlling interest in the disclosing entity.

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

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

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

21 E. The ownership of any subcontractor with whom CONTRACTOR has had business
22 transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month period ending on
23 the date of the request; and

24 F. Any significant business transactions between CONTRACTOR and any wholly owned
25 supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of
26 the request.

27 G. Any person(s) with an ownership or control interest in CONTRACTOR, or agent or
28 managing employee of CONTRACTOR; and

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

4 H. The ownership of any subcontractor with whom CONTRACTOR has had business
5 transactions totaling more than twenty-five thousand dollars (\$25,000) during the 12-month period ending on
6 the date of the request; and

7 I. Any significant business transactions between CONTRACTOR and any wholly owned
8 supplier, or between CONTRACTOR and any subcontractor, during the five (5) year period ending on the date of
9 the request.

10 **33. CHANGE OF LEADERSHIP/MANAGEMENT**

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

15 In the event of any change in the status of CONTRACTOR's senior executive leadership, CONTRACTOR
16 shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall
17 include any new leader or manager's name, address and qualifications.

18 "Leadership or management" shall include any senior executive.

19 **34. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Beacon Health Options of California
Director, Fresno County	Chief Executive Officer
Department of Behavioral Health	12898 Towne Center Drive
1925 E. Dakota Ave	
Fresno CA, 93726	Cerritos, CA 90703

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

12 **35. GOVERNING LAW**

13 Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

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

16 **36. SEVERABILITY**

17 The provisions of this agreement are severable. The invalidity or unenforceability of any one
18 provision in the agreement shall not affect the other provisions.

19 **37. ELECTRONIC SIGNATURE:** The parties agree that this Agreement may be executed by electronic
20 signature as provided in this section. An “electronic signature” means any symbol or process intended by an
21 individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a
22 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by
23 PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is
24 deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes,
25 including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force
26 and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the
27 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
28 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has

1 undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through
2 (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the
3 parties conducting the transactions under it by electronic means and either party may sign this Agreement with an
4 original handwritten signature.

5 **38. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CONTRACTOR
6 and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
7 proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
8 expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which
9 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority:
10 (1) the text of this Agreement including all Exhibits thereto; (2) the COUNTY'S Request for Quotation/Proposal No.
11 22-032; and (3) the CONTRACTOR'S Quote/Proposal in response to the COUNTY'S Request for Proposal No. 22-032).

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

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BEACON HEALTH OPTIONS OF CALIFORNIA, INC.

 6/5/22

(Authorized Signature)

Glenn MacFarlane, President & CEO

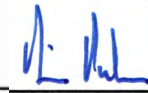
Print Name & Title

200 State Street, Suite 302

Boston, MA 02109

Mailing Address

COUNTY OF FRESNO



Brian Pacheco, 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:

Fund:0001

Subclass:10000

ORG:56302081

Account:7295

**Administrative Services Organization
Substance Use Disorder Residential Service Authorizations
Scope of Work**

Organization: Beacon Health Options of California, Inc.
Service Address: 12898 Towne Center Drive, Cerritos, CA 90730
Program Director: Neil Collins, Account Partnerships Director
Contract Period: July 1, 2022 through June 30, 2027

1.0 BACKGROUND:

The DMC – ODS Waiver requires that counties provide prior authorization for residential services within 24 hours of the prior authorization request being submitted by providers. Beacon Health Options of California, Inc. (Beacon of California) will provide this service on behalf of Fresno County. Beacon will review the Diagnostic and Statistical Manual of Mental Disorders (DSM -5) and American Society of Addiction Medicine (ASAM) criteria to ensure that the beneficiary meets the requirements for service. Beacon shall have written policies and procedures for processing requests for initial and continuing authorization of services.

Beacon of California must have a mechanism in place to ensure that there is consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. Beacon of California is to meet the established timelines for decisions for service authorizations to be made within 24 hours of facility request. Written notices will be provided to the SUD residential treatment provider for documentation purposes with a copy provided to the person served seeking treatment within 24 hours of the determination being made. Counties are required to track the number, percentage of denied, and timeliness of requests for authorization for all DMC-ODS services that are submitted, processed, approved, and denied. This prior authorization for residential services is compliant with the Medicaid-applicable parity requirements established by the Mental Health Parity and Addiction Equity Act. Non-residential services shall not require prior authorization.

2.0 TARGET POPULATION:

Service authorizations will be made for Fresno County SUD clients seeking treatment at a Fresno County DBH – contracted SUD residential treatment program. Beacon of California will receive necessary information from the residential treatment program including but not limited to ASAM level of care assessment and DSM 5 diagnosis. Upon receipt of all necessary information, Beacon of California will make a decision as to authorization for residential treatment services based on ASAM level of care, DSM 5 diagnosis, and other criteria as specified by Fresno County

DBH, DHCS, or CMS. An approval or denial of the request will be provided to the SUD contracted provider and the beneficiary as required by DHCS.

3.0 LOCATION OF SERVICES:

The physical location of the service authorization offices will be in Los Angeles County, CA. Beacon of California will be allowed to utilize remote, telecommuting staff to ensure availability of California licensed practitioners of the healing arts (LPHA) for responding to provider calls for review and authorization of treatment requests twenty-four hours a day, seven days per week.

4.0 DESCRIPTION OF SERVICES:

DBH SUD – contracted providers will be required to submit service authorization requests for residential services telephonically, which may include electronic submission of appropriate documentation/information supporting medical necessity for the recommended ASAM level of care. Residential services consist of ASAM levels 3.1, 3.3, 3.5 and 3.2-WM. Should County add ASAM levels 3.7 and 4.0, Beacon of California will also process those service requests. Service authorizations for residential services will be processed within 24 hours of a complete request being submitted. A complete request will consist of a completed assessment and initial determination of diagnosis form. Beacon of California will review each service request for accuracy, client eligibility, eligible diagnosis, and ensure ASAM criteria and medical necessity is met. Beacon of California will be responsible for notifying providers and DBH of approval/denial. Beacon of California will be responsible for developing and implementing a process for peer review before denying service authorizations. The process will consist of the service request being reviewed by a licensed clinician (different from the original reviewer) or medical director who may communicate directly with the provider and/or client to gather more information if necessary.

If a service authorization request is denied, Beacon of California will be responsible for sending all required Notice of Adverse Benefit Determination (NOABD) forms to the beneficiary requesting services and to the treatment provider. The beneficiary (or treatment provider on behalf of the beneficiary) may appeal the denial. The treating provider will submit documentation for appeal review to DBH. The appeals process may be modified, by DBH, from time to time to meet local, state, or federal requirements, or for improvements. Beacon of California will provide a log of all appeal requests including provider information, beneficiary information, and disposition will be provided to DBH on a monthly basis for review.

DBH will monitor the number, percentage and time period of treatment service authorization requests approved or denied by Beacon of California.

County DBH will conduct reviews of service authorization functions, either in-person or remotely, on a quarterly basis the first fiscal year and semiannually thereafter. The reviews will encompass the following to ensure compliance with DBH, DHCS, and CMS requirements:

- Staff qualifications and trainings
- Procedures for approval/denials of service requests
- Confidentiality and privacy of beneficiary information
- Adherence to rules and regulations to DBH, DHCS, and CMS requirements
- Timeliness
- Contract compliance
- Correct placement of ASAM level of care

Data collected and maintained by Beacon of California related to the services described herein will be provided to DBH in a form approved by DBH on a monthly basis during the term of this agreement or as needed to ensure compliance with reporting requirements. The process by which data is provided will be approved by DBH to help facilitate reporting requirements.

5.0 STAFFING:

The service authorization function will be staffed by licensed practitioners of the healing arts as defined by DHCS/Special Terms and Conditions. Staff will be trained in ASAM and will review a standardized ASAM assessment and medical diagnosis form (approved by DBH) for approval/denial of service authorization requests. Non-clinical staff may be utilized to support clinical staff with administrative duties such as data entering, Medi-Cal eligibility determination, and other general administrative functions.

Job descriptions for each staff position will be provided to DBH for review prior to project implementation.

Staff will be trained with a client-centered approach. Ongoing training will include topics such as:

- Administrative, operational, human resource, and information technology areas
- Cultural competency, including cultural awareness and responsiveness
- Motivational interviewing
- Two of the following four evidence-based practices (EBP): Psycho-education, trauma informed treatment, cognitive behavioral therapy, relapse prevention
- Specialized clinical training (ASAM training must be provided)
- Health and wellness promotion, illness and harm prevention, and stigma reduction
- Staff will be trained to become familiar with County DBH's EHR

A training plan for each staff member shall be submitted to DBH quarterly listing all trainings completed and pending/planned for each fiscal year.

All clinical staff must be credentialed by DBH using DBH's established forms and process for credentialing.

6.0 HOURS OF OPERATION:

Monday – Sunday: 8:00AM – 5:30PM. Hours may change to accommodate the volume of service authorizations being requested by DBH SUD contracted providers with DBH approval.

Service authorizations will be provided on a schedule that allows Beacon of California to process all requests for SUD residential services within County, DHCS, and CMS timeliness requirements. Requests for SUD residential services must be approved/denied within 24 hours of the request being made. Additionally, Beacon of California may temporarily extend office hours in order to accommodate the volume of service authorizations received.

7.0 AVERAGE CLIENT LENGTH OF STAY:

Length of stay for residential treatment services shall be determined by a Licensed Practitioner of the Healing Arts (LPHA) based on medical necessity for the person served. Beacon will manage average length of stay (ALOS) through collaboration with the DBH and residential facilities to support appropriate application of medical necessity criteria as part of the concurrent review process. Beacon of California will continue to issue an initial authorization in increments of 30 days. Continued stay authorizations will be issued in increments of up to 30 days as long as medical necessity and ASAM criteria are met.

Providers are responsible for initiating a request for continued residential service authorization. The authorized lengths of stay for continued care may vary according to the assessed medical necessity for the individual served. A determination of approval/denial of continued authorization request will be issued within 24 hours of a completed authorization request being provided.

In accordance with Centers for Medicare & Medicaid Services (CMS) State Medicaid Director Letter #17-0003 and Behavioral Health Information Notice 21-021, the statewide goal for the average length of stay for residential treatment services provided by participating bidders is 30 days or less. In furtherance of that goal, Beacon shall adhere to the length of stay monitoring requirements set forth by DHCS and DBH; Beacon of California will also need to demonstrate in-house quality assurance reviews on a periodic basis.

8.0 COUNTY RESPONSIBILITIES:

County Shall:

1. Provide oversight (through the County Department of Behavioral Health (DBH), Adult System of Care, Division Managers or designees) of the CONTRACTOR's Administrative Services Organization. In addition to contract monitoring of services, oversight includes, but is not limited to, coordination with the California Department of

Health Care Services and the Center for Medicaid and Medicare Services in regard to program administration and outcomes.

2. Assist the CONTRACTOR in making linkages with the total behavioral health system; this will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the vendor staff and will be available to the CONTRACTOR for ongoing consultation.
4. Receive and analyze statistical data outcome information from vendor throughout the term of contract on a monthly basis. DBH will notify the vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the vendor's efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to vendor(s):
 - A. Technical assistance to vendor regarding cultural competency requirements and sexual orientation training.
 - B. Mandatory cultural competency training including sexual orientation and sensitivity training for DBH and vendor personnel, at minimum once per year. County will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
 - C. Technical assistance for vendor in translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the vendor.

9.0 PROGRAM OBJECTIVES AND OUTCOMES:

Beacon of California shall utilize a computerized tracking system with which performance and outcome measures and other relevant client data, such as demographics, will be maintained. The

data tracking system may be incorporated into Beacon of California’s electronic health records (EHR) system or be a stand-alone database. Data will be transferred to DBH on a monthly basis or as determined by DBH. DBH may adjust the outcome measurements needed under these programs periodically, to best measure the success of clients and programs as determined by the County.

The following items listed below represent program goals to be tracked and achieved by the vendor during contract terms.

Beacon of California will track all outcomes and data as required by the DMC-ODS 1115 Waiver. DBH may require additional outcomes and data to be tracked and reported. Measures are based on DBH’s three “Value Driven” philosophies: engagement, timeliness, and matching client’s needs to appropriate services. DBH reflects the Commission of Accreditation of Rehabilitation Facilities (CARF) domains comprising of *Effectiveness, Efficiency, Access, Satisfaction & Feedback of Persons Served and Stakeholders*. Beacon will record at least the following:

- Data will be provided by requested provider and residential ASAM level of care and urgent conditions
- Number of residential service authorizations received, approved, and denied
- Service authorization processing times (whether or not the request was processed within 24 hours)
- Number of appeals related to denials of service authorizations, including timeliness of responses
- Name of Licensed Practitioner of the Healing Arts who approved medical necessity for the person served

List of Reports

File Name	Frequency	Due Date	Operational Area
4365.1.H1 - Fresno County Clinical Reviews - Previous Month	Monthly	15th of Month	Clinical
91739.1.01 - Percentage of Care Requests and Adverse Determinations	Monthly	15th of Month	Clinical
4345.1.H1 - Health Plan UM Timeliness - FRC (Detail)	Monthly	15th of Month	Clinical
4345.1.H1 - Health Plan UM Timeliness - FRC (Summary)	Monthly	15th of Month	Clinical

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery

- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes

- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Beacon Health Options of California, Inc.*Budget**24/7 SUD Access Line and Prior/Concurrent Authorizations of SUD Residential Services*

July 1, 2022 - June 30, 2023

Monthly	Cost
Base Charge*	\$90,788
Prior/Concurrent Authorizations***	\$71.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

July 1, 2023 - June 30, 2024

Monthly	Cost
Base Charge*	\$93,966
Prior/Concurrent Authorizations***	\$71.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

July 1, 2024 - June 30, 2025

Monthly	Cost
Base Charge*	\$97,255
Prior/Concurrent Authorizations***	\$71.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

July 1, 2025 - June 30, 2026

Monthly	Cost
Base Charge*	\$100,659
Prior/Concurrent Authorizations***	\$71.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

July 1, 2026 - June 30, 2027

Monthly	Cost
Base Charge*	\$104,182
Prior/Concurrent Authorizations***	\$71.50/authorization
Electronic Health Record Charges****	See Exhibit D for rates

Annual maximums not to exceed

July 1, 2022 - June 30, 2023	\$1,089,456
July 1, 2023 - June 30, 2024	\$1,127,592
July 1, 2024 - June 30, 2025	\$1,167,060
July 1, 2025 - June 30, 2026	\$1,207,908
July 1, 2026 - June 30, 2027	\$1,250,184
Total Agreement Maximum	\$5,842,200

July 1, 2022 - June 30, 2027

*Includes up to 150 admissions processed.

***Per admission processed after initial 150 authorization has been reached

Exhibit C

****Electronic Health Record charges are to be charged to COUNTY according to the rates set forth in Exhibit D

*****At the discretion of COUNTY with written authorization from both parties, the cost to implement a satisfaction survey may be billed to COUNTY by CONTRACTOR without exceeding the maximum annual compensation.

CONTRACTOR is to invoice COUNTY according to the COMPENSATION and INVOICING sections of this agreement based on the monthly charges included in this Exhibit C

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

CONTRACTOR(S) understand that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records Management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below.

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
General Users					
Avatar Named User Hosting (per active user per month; every Avatar "active" log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
Avatar Named User Maintenance* (per active user per month)	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Cloud Hosting- Perceptive Disaster Recovery (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
eRx Users					
Full Suite Prescriber (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Reaching Recovery Users					
Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ProviderConnect Users					
Individual Subscription¹ (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

Should CONTRACTOR(S) choose not to utilize NetSmart's Avatar for its Electronic Health Records management, CONTRACTOR(S) will be responsible for obtaining its own system for Electronic Health Records management.

*Annual Maintenance increases by 3% each FY on July 1st.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters, pages 2 and 3 of this Exhibit. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://sam.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of clients, employees, or community members.

Yes! Incident reports will now be made through an online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, your responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is additional information you need to report that you are unable to add in Logic Manager.
- Contact DBHIncidentReporting@fresnocountyca.gov if you have any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take you to reporting screen and you may begin your incident submission:

Incident Report

Please complete this form

Client Information

Name of Facility*

Enter text

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

From text

Client Date of Birth

MM/DD/YYYY

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

Summary

Subject *

Enter text

Incident (check all that apply)*

Select options

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident*

Enter text

Similar to the paper version, you can select multiple incident categories.

Incident (check all that apply)*

Medical Emergency Death of Client

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

fresnodbh.logicmanager.com/incidents/?t=0&p=1&k=182be0c5cdcd5072bb1b64cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
24 Hr Time

Location of Incident*
Please enter

Key People Directly Involved in Incident (witnesses, staff)*
Please enter

Did the Injured Party seek Medical Attention?
Default: no/yes

Attach any additional details
Add File or Drop File Here

Reported By Name*
Please enter

Reported By Email*
Please enter

Reported On
10/30/2019

As another bonus feature, you can either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/71=98p=1&k=182b80c5c1cd5072bb1864cde4d3d6e

📎 Add File or Drop File Here

Reported By Name*
[Text Field]

Reported By Email*
[Text Field]

Reported On
10/30/2019

Follow Up

Action Taken (check all that apply)*
[Multi-select dropdown]

Please specify if other
[Text Field]

Description of Action Taken*
[Text Field]

Outcome*
[Text Field]

SUBMIT

Similar to the paper version, you can select multiple Action Taken categories.

Follow Up

Action Taken (check all that apply)*

Law Enforcement Contacted × Called 911/EMS →

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When you are done entering all information simply click submit.

Any fields that have a red asterisk require information and will prevent you from submitting the form.

Outcome*
[Text Field]

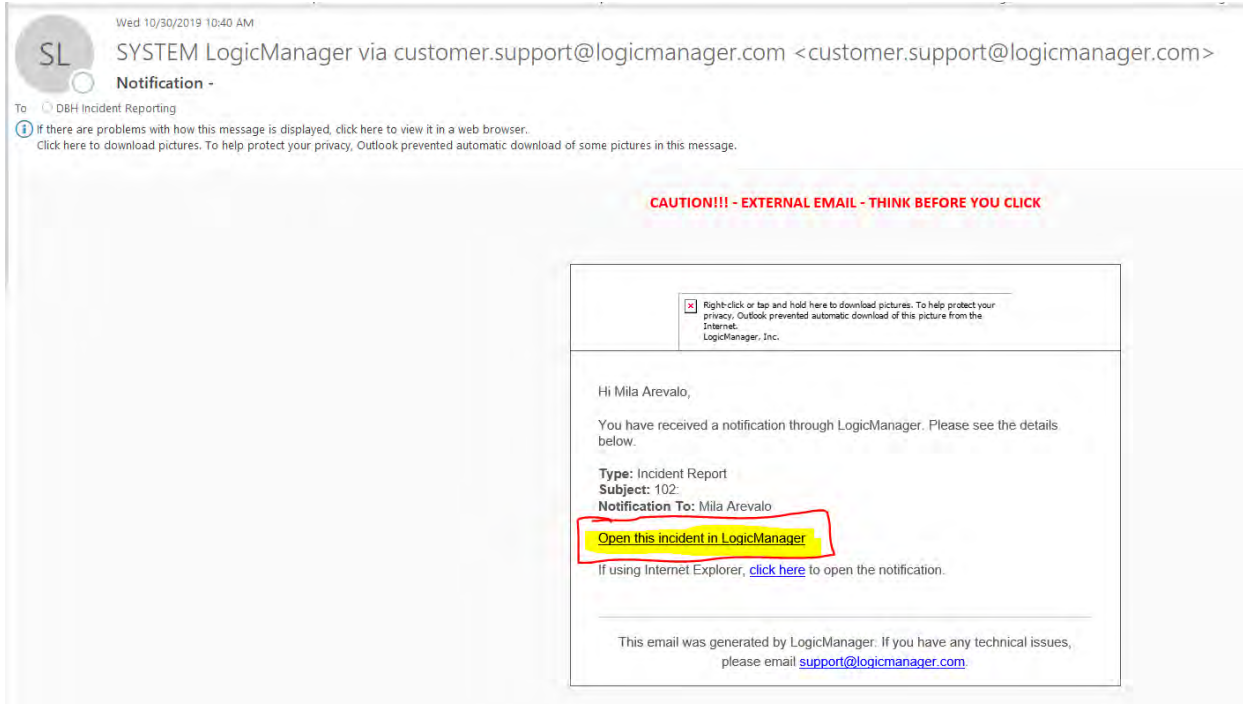
SUBMIT

A “Thank you for your submission” statement will pop up if an incident is successfully submitted. You can click “Reload the Form” to submit another incident.

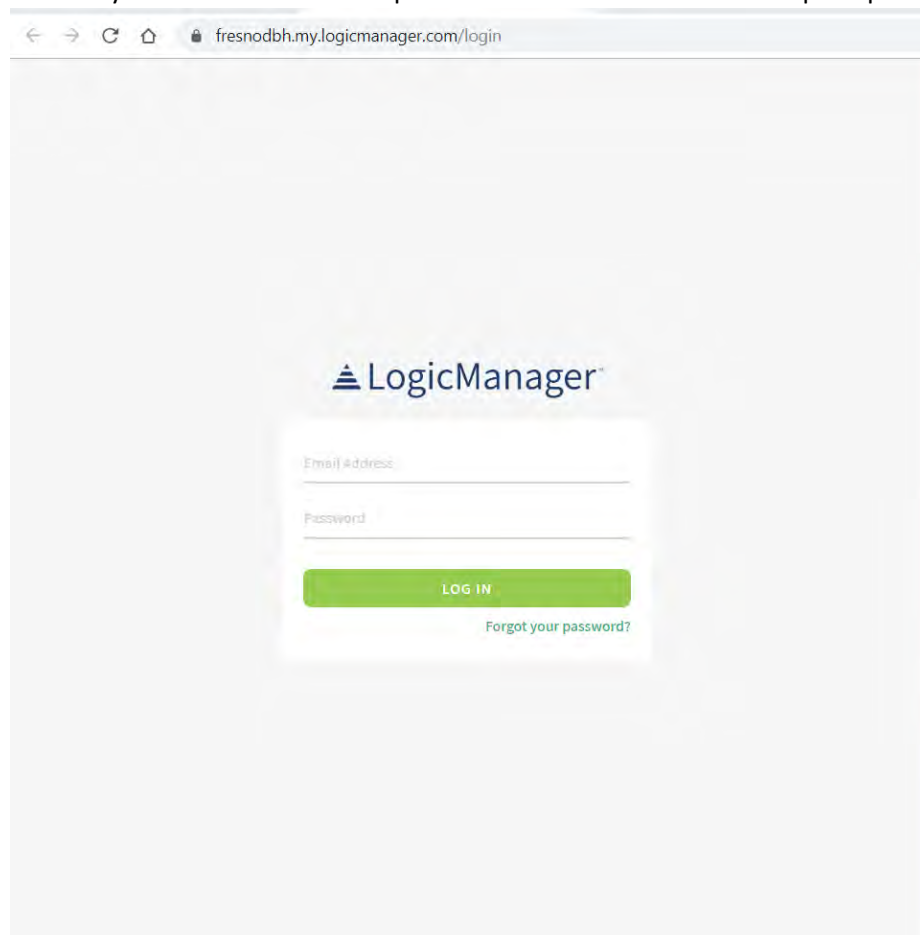
Thank you for your submission!

RELOAD THE FORM

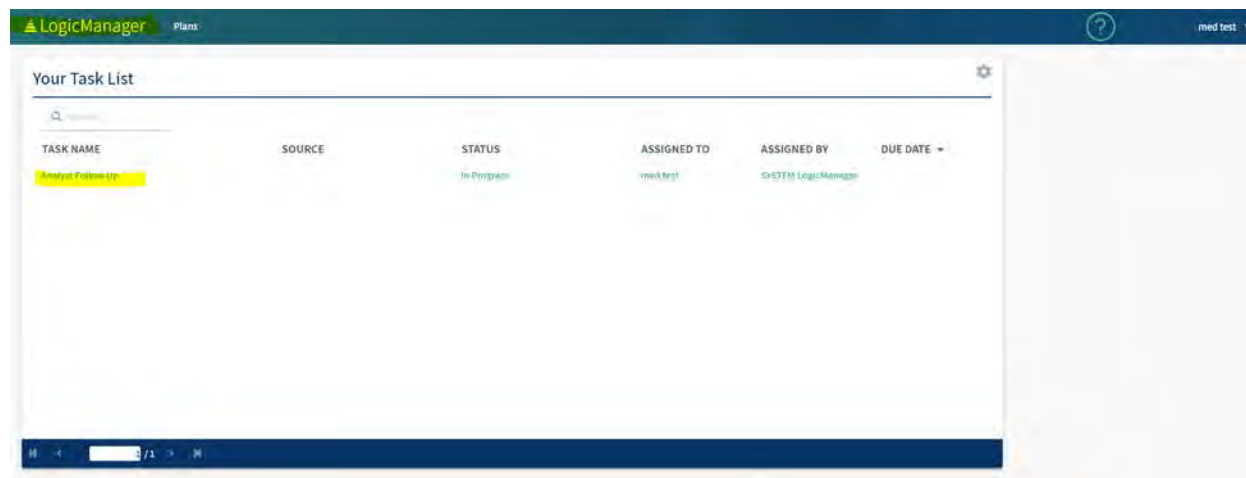
You will receive a Notification email when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and this will take you to the Logic Manager login screen.



Enter in your email address and password. First time users will be prompted to set up a password.



Once you log in, the main screen will show your task (incidents to review). Click on analyst/supervisor follow up to view the incident.



This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show you the client and facility information. No edits can be made to this section.

The screenshot shows the 'Analyst Follow Up' form with the 'Client Information' tab selected. The form contains several text input fields: 'Name of Facility' (with value 'AM TEST FACILITY/AA'), 'Name of Reporting Party', 'Facility Address', 'Facility Phone Number', 'Mental Health or Substance Use Disorder Program?', 'Client First Name', 'Client Last Name', and 'Client Middle Initial'. At the bottom, there are navigation buttons: 'CANCEL', 'SAVE', and 'SUBMIT'. The task ID is 113 and the source is 103@mail.

The next tab is **Summary**: This section can be edited. You can add on to the areas below or make corrections to these fields. Be sure to click **SAVE** when you made edits. Then **Cancel** to exit out of the incident.

The screenshot shows the 'Analyst Follow Up' form with the 'Summary' tab selected. The form includes a 'Subject' field, an 'Incident (check all that apply)' section with a checked option 'Death of Client', and a 'Description of the Incident' field with a rich text editor toolbar. Below the description field are fields for 'Date of Incident' (10/30/2019), 'Time of Incident', and 'Location of Incident'. At the bottom, there are navigation buttons: 'CANCEL', 'SAVE', and 'SUBMIT'. The task ID is 113 and the source is 103@mail.

The next tab is **Follow up**: This section can be edited. You can add on to the areas below or make corrections to these fields. Be sure to click **SAVE** when you made edits. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary **Follow Up** Documents

Action Taken (check all that apply)
Law Enforcement Contacted

Please specify if other

Description of Action Taken

Outcome

added information
cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null


CANCEL SAVE SUBMIT

The next tab is **Documents**: You can view and add attachments to the incident. Be sure to click *SAVE* when adding documents. Then *Cancel* to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up **Documents**

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
 <p>No documents yet. Drop files here or click on the Add Document dropdown.</p>				

Task ID: 313 Source: 103: null

CANCEL SAVE SUBMIT

If all tasks are followed up with and the incident no longer needs further review/information, you will click *SUBMIT*. Once you click Submit the incident will be removed from your task list and no further edits can be made. Notice the *SUBMIT* button is on every tab.

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, CONTRACTOR shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

FRESNO COUNTY BEHAVIORAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.
12. Immediately contact the DBH Business Office inbox using the DBHADPBusinessOffice@fresnocountyca.gov and your assigned DBH analyst and report any overpayment.

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that beneficiaries receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to beneficiaries with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to beneficiaries in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient beneficiaries by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the beneficiary).
7. Organizations must make available easily understood beneficiary-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, beneficiary satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual beneficiary's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and beneficiary involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by beneficiaries.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

HIPAA Business Associate provision (5/21/2018)

1. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. 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 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal responsibilities of the Business Associate.

Notwithstanding the previous paragraph, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR. Furthermore, CONTRACTOR may disclose PHI for the above purposes, provided that such disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person promptly notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

To the extent that any PHI exchanged between the parties consists of “patient identifying information” or “records” as defined in 42 C.F.R. § 2.11, originally provided to either party pursuant to a written release, the parties agree that they are both fully bound by the provisions of the federal regulations governing “Confidentiality of Substance Use Disorder Patient Records” (42 C.F.R. Part 2), with respect to such information and records, including, but not limited to, the provisions related to disclosure and re-disclosure thereof.

B. CONTRACTOR, including its subcontractors and employees, shall protect, from unauthorized access, use, or disclosure of names and other identifying information, including genetic 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. This requirement applies to electronic PHI. CONTRACTOR shall not use such identifying information or genetic information for any purpose other than carrying out CONTRACTOR’s obligations under this Agreement.

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

D. 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.

E. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual, manifestation of disease or disorder of family members of an individual, or any request for or receipt of, genetic services by

individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

F. 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 Section 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access and provide individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the request of COUNTY, or individual, 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.

G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement 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 COUNTY's DBH 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 COUNTY's DBH 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 Behavioral Health Services HIPAA Representative (559) 600-6798 3147 N. Millbrook Ave Fresno, CA 93703	County of Fresno Dept. of Public Health Privacy Officer (559) 600-6405 (559) 600-6439 P.O. Box 11867 Fresno, CA 93721	County of Fresno Information Technology Information Security Officer (559) 600-5800 2048 N. Fine Ave Fresno, CA 93727
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H. 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, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164.

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 (Secretary) upon demand.

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

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical

safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, 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 unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI. 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. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

1. Passwords must not be:
 - a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
 - b. A dictionary word; or
 - c. Stored in clear text
2. Passwords must be:
 - a. Eight (8) characters or more in length;
 - b. Changed every ninety (90) days;
 - c. Changed immediately if revealed or compromised; and
 - d. Composed of characters from at least three of the following four groups from the standard keyboard:

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

symbols).

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

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

system/software vendor security patches.

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

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

J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or 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. CONTRACTOR must document suspected or known harmful effects and the outcome.

K. CONTRACTOR's Subcontractors

CONTRACTOR shall ensure that any of its contractors, including 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, safeguards, 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 agents or subcontractors.

L. Employee Training and Discipline

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

M. Termination for Cause

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

1. Provide an opportunity for CONTRACTOR to cure the breach or end the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
2. Immediately terminate this Agreement if CONTRACTOR has breached a material term of these provisions and cure is not possible.
3. If neither cure nor termination is feasible, the COUNTY Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

N. Judicial or Administrative Proceedings

COUNTY may terminate this Agreement in accordance with the terms and conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH

Act; or (2) a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a party.

O. 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.

P. Disclaimer

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

Q. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of these provisions may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event that

CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

R. No Third-Party Beneficiaries

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

S. 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.

T. 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.

U. Survival

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

V. No Waiver of Obligations

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

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned’s child abuse reporting requirements, “child abuse or neglect” includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff’s department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services’ 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a “reasonable suspicion” means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

- | | | | |
|--|--------------------------|--------------------------|--|
| <p>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?</p> | YES | NO | |
| | <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>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?</p> | YES | NO | |
| | <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>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)</p> | YES | NO | |
| | <input type="checkbox"/> | <input type="checkbox"/> | |

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 be reported 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.