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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between COMMUNITY HEALTH IMPROVEMENT PARTNERS (“Contractor”), a California Non-Profit Organization, and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. County is in need of Contractor to expand housing options for people with serious mental illness that are homeless or at risk of homelessness.

B. The purpose of this agreement is for Contractor to target facilities for membership in the Independent Living Association, provide education and training to independent operators of privately owned or leased single family residences or multifamily complexes that operate shared living rental arrangements for extremely low-income adults living with a severe mental illness.

C. County entered into Agreement No.18-568 with Contractor on September 25, 2018.

D. Changes to the agreement are necessary due the Department of Health Care Services’ implementation of California Advancing and Innovating Medi-Cal (CalAIM), which includes a new billing structure that Contractors must utilize.

E. This Agreement shall replace, restate, and supersede Agreement No. 15-568 in its entirety.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 Contractor shall provide services in conformance with all applicable State and Federal
4 statutes, regulations and subregulatory guidance, as from time to time amended, including but
5 not limited to:

6 (A) California Code of Regulations, Title 9;

7 (B) California Code of Regulations, Title 22;

8 (C) California Welfare and Institutions Code, Division 5;

9 (D) United States Code of Federal Regulations, Title 42, including but not limited to
10 Parts 438 and 455;

11 (E) United States Code of Federal Regulations, Title 45;

12 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;

13 (G) Balanced Budget Act of 1997;

14 (H) Health Insurance Portability and Accountability Act (HIPAA); and

15 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory
16 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
17 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
18 County's, state or federal contracts governing services for persons served.

19 In the event any law, regulation, or guidance referred to in this section 1.3 is amended
20 during the term of this Agreement, the parties agree to comply with the amended authority as of
21 the effective date of such amendment without amending this Agreement.

22 Contractor recognizes that County operates its mental health programs under an
23 agreement with DHCS, and that under said agreement the State imposes certain requirements
24 on County and its subcontractors. Contractor shall adhere to all State requirements, including
25 those identified in Exhibit B, "Behavioral Health Requirements", attached hereto and by this
26 reference incorporated herein and made part of this Agreement.

27 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
28 consisting of staff from County's DBH to discuss service requirements, data reporting, training,

1 policies and procedures, overall program operations and any problems or foreseeable problems
2 that may arise. Contractor shall also participate in other County meetings, such as but not
3 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,
4 bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the
5 needs of the County.

6 1.5 **Organizational Provider.** Contractor shall maintain requirements as a Mental Health
7 Plan (MHP) organizational provider throughout the term of this Agreement, as described in
8 Article 17 of this Agreement. If for any reason, this status is not maintained, County may
9 terminate this Agreement pursuant to Article 7 of this Agreement.

10 1.6 **Staffing.** Contractor agrees that prior to providing services under the terms and
11 conditions of this Agreement, Contractor shall have staff hired and in place for program services
12 and operations or County may, in addition to other remedies it may have, suspend referrals or
13 terminate this Agreement, in accordance with Article 7 of this Agreement.

14 1.7 **Credentialing and Recredentialing.** Contractor and their respective staff must
15 follow the uniform process for credentialing and recredentialing of service providers established
16 by County, including disciplinary actions such as reducing, suspending, or terminating provider's
17 privileges. Failure to comply with specified requirements can result in suspension or termination
18 of an individual or provider.

19 Upon request, the Contractor must demonstrate to the County that each of its providers
20 are qualified in accordance with current legal, professional, and technical standards, and that
21 they are appropriately licensed, registered, waived, and/or certified.

22 Contractor must not employ or subcontract with providers debarred, suspended or
23 otherwise excluded (individually, and collectively referred to as "Excluded") from participation in
24 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set
25 forth in 42 C.F.R. §438.610. See Article 12 below.

26 Contractor is required to verify and document at a minimum every three years that each
27 network provider that delivers covered services continues to possess valid credentials, including
28 verification of each of the credentialing requirements as per the County's uniform process for

1 credentialing and recredentialing. If any of the requirements are not up-to-date, updated
2 information should be obtained from network providers to complete the re-credentialing process.

3 1.8 **Criminal Background Check.** Contractor shall ensure that all providers and/or
4 subcontracted providers consent to a criminal background check, including fingerprinting to the
5 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence
6 of completed consents when requested by the County, DHCS or the US Department of Health &
7 Human Services (US DHHS).

8 1.9 **Guiding Principles.** Contractor shall align programs, services, and practices with
9 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, “Fresno
10 County Department of Behavioral Health Guiding Principles of Care Delivery”, attached hereto
11 and by this reference incorporated herein and made part of this Agreement.

12 1.10 **Clinical Leadership.** Contractor shall send to County upon execution of this
13 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their
14 clinical program. Recruitment and retaining clinical leadership with the clinical competencies to
15 oversee services based on the level of care and program design presented herein shall be
16 included in this plan. A description and monitoring of this plan shall be provided.

17 1.11 **Timely Access.** It is the expectation of the County that Contractor provide timely
18 access to services that meet the State of California standards for care. Contractor shall track
19 timeliness of services to persons served and provide a monthly report showing the monitoring or
20 tracking tool that captures this data. County and Contractor shall meet to go over this monitoring
21 tool, as needed but at least on a monthly basis. County shall take corrective action if there is a
22 failure to comply by Contractor with timely access standards. Contractor shall also provide
23 tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction
24 as further detailed in Exhibit A.

25 1.12 **Electronic Health Record.** Contractor may maintain its records in County’s
26 electronic health record (EHR) system in accordance with Exhibit D, “Documentation Standards
27 for Persons Served Records”, as licenses become available. The person served record shall
28 begin with registration and intake, and include person served authorizations, assessments,

1 plans of care, and progress notes, as well as other documents as approved by County. County
2 shall be allowed to review records of all and any services provided. If Contractor determines to
3 maintain its records in the County's EHR, it shall provide County's DBH Director, or his or her
4 designee, with a thirty (30) day notice. If at any time Contractor chooses not to maintain its
5 records in the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30)
6 days advance written notice and Contractor will be responsible for obtaining its own system, at
7 its own cost, for electronic health records management.

8 Disclaimer

9 County makes no warranty or representation that information entered into the County's
10 DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor's own
11 purposes or that any information in Contractor's possession or control, or transmitted or
12 received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure,
13 or breach. Contractor is solely responsible for person served information entered by Contractor
14 into the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI)
15 maintained by Contractor in County's DBH EHR system will be maintained in conformance with
16 all HIPAA laws, as stated in section 18.1, "Health Insurance Portability and Accountability Act."

17 1.13 **Records.** Contractor shall maintain records in accordance with Exhibit D,
18 "Documentation Standards for Client Records", attached hereto and by this reference
19 incorporated herein and made part of this Agreement. All medical records shall be maintained
20 for a minimum of 10 years from the date of the end of this Agreement.

21 1.14 **Access to Records.** Contractor shall provide County with access to all
22 documentation of services provided under this Agreement for County's use in administering this
23 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the
24 Controller General of the United States, and any other authorized Federal and State agencies to
25 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all
26 records, documents, and the premises, equipment and facilities maintained by the Contractor
27 pertaining to such services at any time and as otherwise required under this Agreement.

1 Contractor shall submit monthly staffing reports due by the 10th of each month
2 that identify all direct service and support staff by first and last name, applicable
3 licensure/certifications, and full-time hours worked to be used as a tracking tool to
4 determine if Contractor's program is staffed according to the requirements of this
5 Agreement.

6 (C) Mental Health Services Act (MHSA) Reporting

7 Contractor shall adhere to MHSA reporting including but not limited to fiscal,
8 outcomes, and demographics as described in Exhibit A.

9 (D) Additional Reports

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

17 2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the
18 California Department of Health Care Services (DHCS), or their designees, the right to review
19 and monitor records, programs, or procedures, at any time, in regard to persons served, as well
20 as the overall operation of Contractor's programs, in order to ensure compliance with the terms
21 and conditions of this Agreement.

22
23 **Article 3**

24 **County's Responsibilities**

25 3.1 The County shall provide oversight and collaborate with Contractor, other County
26 Departments and community agencies to help achieve program goals and outcomes. In addition
27 to contractor monitoring of program, oversight includes, but not limited to, coordination with
28 Department of Health Care Services (DHCS) in regard to program administration and outcomes.

1 [Specify responsibilities of the County that are specific to the engagement, and not covered
2 elsewhere in County shall participate in evaluating the progress of the overall program, levels of
3 care components, and the efficiency of collaboration with the Contractor staff and will be
4 available to Contractor for ongoing consultation.

5 County shall receive and analyze statistical outcome data from Contractor throughout
6 the term of contract on a monthly basis. County shall notify the Contractor when additional
7 participation is required. The performance outcome measurement process will not be limited to
8 survey instruments but will also include, as appropriate, persons served and staff surveys, chart
9 reviews, and other methods of obtaining required information.

10 **Article 4**

11 **Compensation, Invoices, and Payments**

12 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
13 the performance of its services under this Agreement as described in Exhibit J to this
14 Agreement, titled "Specialty Mental Health Outpatient Rates for Contracted Providers."

15 4.2 **MHSA Community Services and Supports (CSS) Services Maximum**
16 **Compensation.** The maximum compensation payable to the Contractor under this Agreement
17 for the period of July 1, 2023 through June 30, 2024 is Four-Hundred Thousand and No/100
18 Dollars (\$400,000.00). The maximum compensation payable to the Contractor under this
19 Agreement for the period of July 1, 2024, through June 30, 2025 is Four-Hundred Thousand
20 and No/100 Dollars (\$400,000.00).

21 4.3 **Total Maximum Compensation.** In no event shall the maximum contract amount for
22 all the services provided by the Contractor to County under the terms and conditions of this
23 Agreement be in excess of One-Million, Fifty-Thousand and No/100 Dollars (\$1,050,000.00)
24 during the entire term of this Agreement.

25 The Contractor acknowledges that the County is a local government entity and does so
26 with notice that the County's powers are limited by the California Constitution and by State law,
27 and with notice that the Contractor may receive compensation under this Agreement only for
28 services performed according to the terms of this Agreement and while this Agreement is in

1 effect, and subject to the maximum amount payable under this section. The Contractor further
2 acknowledges that County employees have no authority to pay the Contractor except as
3 expressly provided in this Agreement.

4 **4.4 Applicable Fees.** Contractor shall not charge any persons served or third-party
5 payers any fee for service unless directed to do so by the County's DBH Director or designee at
6 the time the individual is referred for services. When directed to charge for services, Contractor
7 shall use the uniform billing and collection guidelines prescribed by DHCS.

8 Contractor will perform eligibility and financial determinations, in accordance with DHCS'
9 Uniform Method of Determining Ability to Pay (UMDAP), for all individuals unless directed
10 otherwise by the County's DBH Director or designee.

11 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement
12 from, the person served or persons acting on behalf of the person served for any specialty
13 mental health or related administrative services provided under this Contract, except to collect
14 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,
15 §1810.365(c).

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

19 If a person served has dual coverage, such as other health coverage (OHC) or Federal
20 Medicare, Contractor will be responsible for billing the carrier and obtaining a payment/denial or
21 have validation of claiming with no response for ninety (90) days after the claim was mailed
22 before the service can be entered into the County's electronic health record/information system.
23 Contractor must report all third-party collections for Medicare, third-party or client-pay or private-
24 pay in each month. A copy of explanation of benefits or CMS 1500 form is required as
25 documentation. Contractor must comply with all laws and regulations governing the Federal
26 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42
27 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers
28 for Medicare and Medicaid Services as they relate to participation, coverage and claiming

1 reimbursement. Contractor will be responsible for compliance as of the effective date of each
2 Federal, State or local law or regulation specified.

3 **4.5 Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth
4 (15th) day of each month, in the format directed by the County. The Contractor shall submit
5 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-
6 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
7 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director
8 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
9 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
10 invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor
11 agrees to continue to provide services for a period of ninety (90) days after notification of an
12 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
13 to County satisfaction, County's DBH Director, or designee, may elect to terminate this
14 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

15
16 **4.6 Payment.** Payments shall be made by County to Contractor in arrears, for services
17 provided during the preceding month, within forty-five (45) days after the date of receipt,
18 verification, and approval by County. All final invoices and/or any final budget modification
19 requests shall be submitted by Contractor within sixty (60) days following the final month of
20 service for which payment is claimed. No action shall be taken by County on claims submitted
21 beyond the sixty (60) day closeout period. Any compensation which is not expended by
22 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
23 County.

24 **4.7 Cost Reimbursement Payments.** Payment shall be made upon certification or other
25 proof satisfactory to County that services have actually been performed by Contractor as
26 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
27 by Contractor for monthly program costs, as identified in the budget narratives and budgets
28 identified in Exhibit F, in the performance of this Agreement. County shall not be obligated to

1 make any payments under this Agreement if the request for payment is received by County
2 more than sixty (60) days after this Agreement has terminated or expired.

3 **4.8 Recoupments and Audits.** County shall recapture from Contractor the value of any
4 services or other expenditures determined to be ineligible based on the County or State
5 monitoring results. The County reserves the right to enter into a repayment agreement with
6 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
7 repayment agreement, to recover the amount of funds to be recouped. The County has the
8 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
9 the repayment agreement. The repayment agreement may be made with the signed written
10 approval of County's DBH Director, or designee, and respective Contractor through a
11 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
12 monthly billing for services rendered during the month, or the County may, in its sole discretion,
13 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
14 and County may seek recoupment from any other means, including, but not limited to, a separate
15 contract or agreement with Contractor.

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

25 **4.9 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement. If Contractor
27 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
28 further compensation.

1 4.10 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
2 limitations, and/or conditions imposed by County or state or federal funding sources that may in
3 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
4 contingent upon sufficient funds being made available by County, state, or federal funding
5 sources for the term of the Agreement. If the federal or state governments reduce financial
6 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
7 renegotiating the services required by this Agreement.

8 Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll
9 over and is not available for services provided in subsequent years.

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

15 4.11 **Additional Financial Requirements.** County has the right to monitor the
16 performance of this Agreement to ensure the accuracy of claims for reimbursement and
17 compliance with all applicable laws and regulations.

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

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

25 Federal Financial Participation is not available for any amount furnished to an Excluded
26 individual or entity, or at the direction of a physician during the period of exclusion when the
27 person providing the service knew or had reason to know of the exclusion, or to an individual or
28

1 entity when the County failed to suspend payments during an investigation of a credible
2 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

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

6 **4.12 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
7 not redirect or transfer funds from one funded program to another funded program under which
8 Contractor provides services pursuant to this Agreement except through a duly executed
9 amendment to this Agreement.

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

13 **4.13 Financial Audit Report Requirements for Pass-Through Entities.** If County
14 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined
15 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
16 principles and administrative requirements including claims for payment or reimbursement by
17 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
18 shall observe and comply with all applicable financial audit report requirements and standards.

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

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

27 Contractor must submit any required corrective action plan to the County simultaneously
28 with the audit report or as soon thereafter as it is available. The County shall monitor

1 implementation of the corrective action plan as it pertains to services provided pursuant to this
2 Agreement.

3 **Article 5**

4 **Term of Agreement**

5 5.1 **Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2024
6 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
7 below.

8 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-
9 year period only upon written approval of both parties at least 30 days before the first day of the
10 one-year extension period. The County's DBH Director or designee is authorized to sign the
11 written approval on behalf of the County based on the Contractor's satisfactory performance.
12 The extension of this Agreement by the County is not a waiver or compromise of any default or
13 breach of this Agreement by the Contractor existing at the time of the extension whether or not
14 known to the County.

15 **Article 6**

16 **Notices**

17 6.1 **Contact Information.** The persons and their addresses having authority to give and
18 receive notices provided for or permitted under this Agreement include the following:

19 **For the County:**

20 Director
21 County of Fresno
22 1925 E. Dakota Avenue
23 Fresno, CA 93726

24 **For the Contractor:**

25 President and CEO
26 Community Health Improvement Partners
27 5095 Murphy Canyon Rd, #105
28 San Diego, California 92123

6.2 **Change of Contact Information.** Either party may change the information in section
6.1 by giving notice as provided in section 6.3.

6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
for or permitted under this Agreement must be in writing, state that it is a notice provided under

1 this Agreement, and be delivered either by personal service, by first-class United States mail, by
2 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
3 Document Format (PDF) document attached to an email.

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

5 (B) A notice delivered by first-class United States mail is effective three (3) County
6 business days after deposit in the United States mail, postage prepaid, addressed to the
7 recipient.

8 (C) A notice delivered by an overnight commercial courier service is effective one (1)
9 County business day after deposit with the overnight commercial courier service,
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
11 the recipient.

12 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,
13 nothing in this Agreement establishes, waives, or modifies any claims presentation
14 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
15 of Title 1 of the Government Code, beginning with section 810).

16 **6.5 Notification of Changes.** Contractor shall notify County in writing of any change in
17 organizational name, Head of Service or principal business at least fifteen (15) business days in
18 advance of the change. Contractor shall notify County of a change of service location at least
19 six (6) months in advance to allow County sufficient time to comply with site certification
20 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
21 by the County, and no further amendment of the Agreement shall be necessary provided that
22 such change of address does not conflict with any other provisions of this Agreement.

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

1 **Article 7**

2 **Termination and Suspension**

3 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 7.2 **Termination for Breach.**

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

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

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

18 (1) Obtained or used funds illegally or improperly;

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

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

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

22 7.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least thirty (30) days advance written notice
24 to the Contractor.

25 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 7 is without penalty to or further obligation of the County.

27 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 7, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

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

9 Article 8

10 Informing Materials for Persons Served

11 8.1 **Basic Information Requirements.** Contractor shall provide information in a manner
12 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §
13 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily
14 understood language, format, and alternative formats that take into consideration the special
15 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the
16 persons served that information is available in alternate formats and how to access those
17 formats in compliance with 42 C.F.R. § 438.10.

18 Contractor shall provide the required information in this section to each individual
19 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental
20 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §
21 1810.360(e)).

22 Contractor shall utilize the County's website that provides the content required in this
23 section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth
24 in 42 C.F.R. § 438.10.

25 Contractor shall use the DHCS/County-developed beneficiary handbook and persons
26 served notices.(42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

27 8.2 **Electronic Submission.** Persons served information required in this section may
28 only be provided electronically by the Contractor if all of the following conditions are met:

1 (A) The format is readily accessible;

2 (B) The information is placed in a location on the Contractor's website that is
3 prominent and readily accessible;

4 (C) The information is provided in an electronic form which can be electronically
5 retained and printed;

6 (D) The information is consistent with the content and language requirements of this
7 Agreement;

8 (E) The individual is informed that the information is available in paper form without
9 charge upon request and the Contractor shall provide it upon request within five (5)
10 business days (42 C.F.R. § 438.10(c)(6)).

11 **8.3 Language and Format.** Contractor shall provide all written materials for persons
12 served or potential persons served in a font size no smaller than twelve (12) point (42 C.F.R.
13 438.10(d)(6)(ii)).

14 Contractor shall ensure its written materials that are critical to obtaining services are
15 available in alternative formats, upon request of the person served or potential person served at
16 no cost.

17 Contractor shall make its written materials that are critical to obtaining services,
18 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
19 notices, denial and termination notices, and the Contractor's mental health education materials,
20 available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).

21 (A) Contractor shall notify persons served, prospective persons served, and
22 members of the public that written translation is available in prevalent languages free of
23 cost and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst.
24 Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4)).

25 Contractor shall make auxiliary aids and services available upon request and free of
26 charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

1 Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter
2 Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free
3 of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

4 Taglines for written materials critical to obtaining services must be printed in a conspicuously
5 visible font size, no smaller than twelve (12) point font.

6 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
7 access to the beneficiary informing materials upon request by the individual and when first
8 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

9 (A) Guide to Medi-Cal Mental Health Services

10 (B) County Beneficiary Handbook (BHIN 22-060)

11 (C) Provider Directory

12 (D) Advance Health Care Directive Form (required for adults only)

13 (E) Notice of Language Assistance Services available upon request at no cost

14 (F) Language Taglines

15 (G) Grievance/Appeal Process and Form

16 (H) Notice of Privacy Practices

17 (I) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
18 individuals under the age of 21)

19 **8.5 Beneficiary Handbook.** Contractor shall provide each persons served with a
20 beneficiary handbook at the time the individual first accesses services and thereafter upon
21 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
22 business days after receiving notice of enrollment.

23 Contractor shall give each individual notice of any significant change to the information
24 contained in the beneficiary handbook at least thirty (30) days before the intended effective date
25 of change as per BHIN 22-060.

26 **8.6 Accessibility.** Required informing materials must be electronically available on
27 Contractor's website and must be physically available at the Contractor's facility lobby for
28 individuals' access.

1 Informing materials must be made available upon request, at no cost, in alternate
2 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and
3 American Sign Language) and must be provided to persons served within five (5) business
4 days. Large print materials shall be in a minimum of eighteen (18) point font size.

5 Informing materials will be considered provided to the individual if Contractor does one
6 or more of the following:

7 (A) Mails a printed copy of the information to the persons served's mailing address
8 before the individual receives their first specialty mental health service;

9 (B) Mails a printed copy of the information upon the individual's request to their
10 mailing address;

11 (C) Provides the information by email after obtaining the persons served's agreement
12 to receive the information by email;

13 (D) Posts the information on the Contractor's website and advises the person served
14 in paper or electronic form that the information is available on the internet and includes
15 applicable internet addresses, provided that individuals with disabilities who cannot
16 access this information online are provided auxiliary aids and services upon request and
17 at no cost; or,

18 (E) Provides the information by any other method that can reasonably be expected
19 to result in the person served receiving that information. If Contractor provides informing
20 materials in person, when the individual first receives specialty mental health services,
21 the date and method of delivery shall be documented in the persons served's file.

22 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in
23 compliance with MHSUDS IN 18-020.

24 Contractor must make available to persons served, in paper form upon request and
25 electronic form, specified information about the County provider network as per 42 C.F.R. §
26 438.10(h). The most current provider directory is electronically available on the County website
27 and is updated by the County no later than thirty (30) calendar days after information is received
28

1 to update provider information. A paper provider directory must be updated at least monthly as
2 set forth in 42 C.F.R. § 438.10(h)(3)(i).

3 Any changes to information published in the provider directory must be reported to the
4 County within two (2) weeks of the change.

5 Contractor will only need to report changes/updates to the provider directory for
6 licensed, waived, or registered mental health providers.

7 **Article 9**

8 **Independent Contractor**

9 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
10 agents, employees, and volunteers, is at all times acting and performing as an independent
11 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
12 venturer, partner, or associate of the County.

13 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
14 manner or method of the Contractor's performance under this Agreement, but the County may
15 verify that the Contractor is performing according to the terms of this Agreement.

16 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
17 right to employment rights or benefits available to County employees. The Contractor is solely
18 responsible for providing to its own employees all employee benefits required by law. The
19 Contractor shall save the County harmless from all matters relating to the payment of
20 Contractor's employees, including compliance with Social Security withholding and all related
21 regulations.

22 9.4 **Services to Others.** The parties acknowledge that, during the term of this
23 Agreement, the Contractor may provide services to others unrelated to the County.

24 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
25 expenses of any kind required for the performance of this Agreement.

26 9.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
27 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
28

1 County will be performing additional staff credentialing to ensure compliance with State and
2 Federal regulations.

3 9.7 **Subcontracts.** Contractor shall obtain written approval from County's Department of
4 Behavioral Health Director, or designee before subcontracting any of the services delivered
5 under this Agreement. County's Department of Behavioral Health Director, or designee retains
6 the right to approve or reject any request for subcontracting services. Any transferee, assignee,
7 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
8 State and Federal regulations. Contractor shall be held primarily responsible by County for the
9 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
10 in writing by County's Department of Behavioral Health Director, or designee. The use of
11 subcontractors by Contractor shall not entitle Contractor to any additional compensation that is
12 provided for under this Agreement.

13 Contractor shall remain legally responsible for the performance of all terms and
14 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
15 under subcontracts, whether approved by the County or not.

17 **Article 10**

18 **Indemnity and Defense**

19 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
20 County (including its officers, agents, employees, and volunteers) against all claims, demands,
21 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
22 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
23 the performance or failure to perform by the Contractor (or any of its officers, agents,
24 subcontractors, or employees) under this Agreement. The County may conduct or participate in
25 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
26 defend the County.

27 10.2 **Survival.** This Article 10 survives the termination of this Agreement.
28

1 **Article 11**

2 **Insurance**

3 11.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this
4 Agreement.

5 **Article 12**

6 **Assurances**

7 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
8 **Health Care Program.**

9 (A) In entering into this Agreement, Contractor certifies that it is not excluded from
10 participation in Federal Health Care Programs under either Section 1128 or 1128A of the
11 Social Security Act. Failure to so certify will render all provisions of this Agreement null
12 and void and may result in the immediate termination of this Agreement.

13 (B) In entering into this Agreement, Contractor certifies, that the Contractor does not
14 employ or subcontract with providers or have other relationships with providers excluded
15 from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or
16 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial
17 and monthly exclusion and suspension searches of the following databases and provide
18 evidence of these completed searches when requested by County, DHCS or the US
19 Department of Health and Human Services (DHHS):

20 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
21 Individuals/Entities (LEIE) Federal Exclusions

22 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
23 Exclusions Extract www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

24 (3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
25 System (NPPES)

26 (4) any other database required by DHCS or US DHHS.

27 (C) In entering into this Agreement, Contractor certifies, that Contractor does not
28 employ staff or individual contractors/vendors that are on the Social Security

1 Administration's Death Master File. Contractor shall check the database prior to
2 employing staff or individual contractors/vendors and provide evidence of these
3 completed searches when requested by the County, DHCS or the US DHHS.

4 (D) Contractor is required to notify County immediately if Contractor becomes aware
5 of any information that may indicate their (including employees/staff and individual
6 contractors/vendors) potential placement on an exclusions list.

7 (E) Contractor shall screen and periodically revalidate all network providers in
8 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

9 (F) Contractor must confirm the identity and determine the exclusion status of all its
10 providers, as well as any person with an ownership or control interest, or who is an
11 agent or managing employee of the contracted agency through routine checks of federal
12 and state databases. This includes the Social Security Administration's Death Master
13 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
14 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
15 455.436.

16 (G) If Contractor finds a provider that is excluded, it must promptly notify the County
17 as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any
18 Excluded provider with Medi-Cal funds, must treat any payments made to an excluded
19 provider as an overpayment, and any such inappropriate payments may be subject to
20 recovery.

21 **Article 13**

22 **Inspections, Audits, and Public Records**

23 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
24 the County may examine at any time during business hours and as often as the County deems
25 necessary, all of the Contractor's records and data with respect to the matters covered by this
26 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
27 request by the County, permit the County to audit and inspect all of such records and data to
28 ensure the Contractor's compliance with the terms of this Agreement.

1 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall
7 institute and conduct a Quality Assurance Process for all services provided hereunder. Said
8 process shall include at a minimum a system for verifying that all services provided and claimed
9 for reimbursement shall meet SMHS definitions and be documented accurately.

10 In addition, Contractors with medication prescribing authority shall adhere to County's
11 medication monitoring review practices. Contractor shall provide County with notification and a
12 summary of any internal audit exceptions and the specific corrective actions taken to sufficiently
13 reduce the errors that are discovered through Contractor's internal audit process. Contractor
14 shall provide this notification and summary to County as requested by the County.

15 13.4 **Confidentiality in Audit Process.** Contractor and County mutually agree to
16 maintain the confidentiality of Contractor's records and information of persons served, in
17 compliance with all applicable State and Federal statutes and regulations, including but not
18 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall
19 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable
20 statutes.

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

24 Contractor's records shall be maintained as required by DBH and DHCS on forms
25 furnished by DHCS or the County. All statistical data or information requested by the County's
26 DBH Director or designee shall be provided by the Contractor in a complete and timely manner.
27
28

1 13.5 **Reasons for Recoupment.** County will conduct periodic audits of Contractor files to
2 ensure appropriate clinical documentation, high quality service provision and compliance with
3 applicable federal, state and county regulations.

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

6 (A) Identification of Fraud, Waste or Abuse as defined in federal regulation

7 (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code,
8 section 14107.11, subdivision (d).

9 (2) Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare
10 Managed Care Manual available at [https://www.cms.gov/Regulations-and-](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)
11 [Guidance/Guidance/Manuals](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)

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

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

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

22 13.6 **Cooperation with Audits.** Contractor shall cooperate with County in any review
23 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
24 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

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

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

4 Contractor shall allow inspection, evaluation and audit of its records, documents and
5 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor
6 has been notified that an audit or investigation of this Agreement has been commenced, until
7 such time as the matter under audit or investigation has been resolved, including the exhaustion
8 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.2301(3)(i-iii).

9 **13.7 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and
10 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor
11 agrees to conduct an annual audit in accordance with the requirements of the Single Audit
12 Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall
13 submit said audit and management letter to County. The audit must include a statement of
14 findings or a statement that there were no findings. If there were negative findings, Contractor
15 must include a corrective action plan signed by an authorized individual. Contractor agrees to
16 take action to correct any material non-compliance or weakness found as a result of such audit.
17 Such audit shall be delivered to County's DBH Finance Division for review within nine (9)
18 months of the end of any fiscal year in which funds were expended and/or received for the
19 program. Failure to perform the requisite audit functions as required by this Agreement may
20 result in County performing the necessary audit tasks, or at County's option, contracting with a
21 public accountant to perform said audit, or may result in the inability of County to enter into
22 future agreements with Contractor. All audit costs related to this Agreement are the sole
23 responsibility of Contractor.

24 A single audit report is not applicable if Contractor's Federal contracts do not exceed the
25 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractor's
26 only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit
27 must be performed and a program audit report with management letter shall be submitted by
28 Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit

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

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

14 **13.8 Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

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

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

9 (F) Any marking of confidentiality or restricted access upon or otherwise made with
10 respect to any record or data that the Contractor may provide to the County shall be
11 disregarded and have no effect on the County's right or duty to disclose to the public or
12 governmental agency any such record or data.

13 **13.9 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

1 not binding on the County, but the County will give at least 10 days' advance written notice to
2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 14**

8 **Right to Monitor**

9 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of
10 California or any subdivision or appointee thereof, including the Auditor General, shall have
11 absolute right to review and audit all records, books, papers, documents, corporate minutes,
12 financial records, staff information, records of persons served, other pertinent items as
13 requested, and shall have absolute right to monitor the performance of Contractor in the delivery
14 of services provided under this Agreement. Full cooperation shall be given by the Contractor in
15 any auditing or monitoring conducted, according to this agreement.

16 14.2 **Accessibility.** Contractor shall make all of its premises, physical facilities,
17 equipment, books, records, documents, agreements, computers, or other electronic systems
18 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished
19 under the terms of this Agreement, or determinations of amounts payable available at any time
20 for inspection, examination, or copying by County, the State of California or any subdivision or
21 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of
22 Inspector General, the United States Controller General or their designees, and other
23 authorized federal and state agencies. This audit right will exist for at least ten years from the
24 final date of the Agreement period or in the event the Contractor has been notified that an audit
25 or investigation of this Agreement has commenced, until such time as the matter under audit or
26 investigation has been resolved, including the exhaustion of all legal remedies, whichever is
27 later (42 CFR §438.230(c)(3)(I)-(ii)).
28

1 The County, DHCS, CMS, or the HHS Office of Inspector General may inspect,
2 evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or
3 similar risk. The Department's inspection shall occur at the Contractor's place of business,
4 premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

5 14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,
6 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
7 established by County. Should County identify an issue or receive notification of a complaint or
8 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
9 information from Contractor to ensure compliance with laws, regulations, and requirements, as
10 applicable.

11 14.4 **Probationary Status.** County reserves the right to place Contractor on probationary
12 status, as referenced in the Probationary Status Article, should Contractor fail to meet
13 performance requirements; including, but not limited to violations such as high disallowance
14 rates, failure to report incidents and changes as contractually required, failure to correct issues,
15 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
16 expectations, and violations issued directly from the State. Additionally, Contractor may be
17 subject to Probationary Status or termination if agreement monitoring and auditing corrective
18 actions are not resolved within specified timeframes.

19 14.5 **Record Retention.** Contractor shall retain all records and documents originated or
20 prepared pursuant to Contractor's performance under this Agreement, including grievance and
21 appeal records, and the data, information and documentation specified in 42 C.F.R. parts
22 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term
23 end date of this Agreement or until such time as the matter under audit or investigation has
24 been resolved. Records and documents include but are not limited to all physical and electronic
25 records and documents originated or prepared pursuant to Contractor's or subcontractor's
26 performance under this Agreement including working papers, reports, financial records and
27 documents of account, records of persons served, prescription files, subcontracts, and any
28

1 other documentation pertaining to covered services and other related services for persons
2 served.

3 **14.6 Record Maintenance.** Contractor shall maintain all records and management books
4 pertaining to service delivery and demonstrate accountability for agreement performance and
5 maintain all fiscal, statistical, and management books and records pertaining to the program.
6 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
7 other primary source documents. Fiscal records shall be kept in accordance with Generally
8 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
9 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
10 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
11 and Audit Requirements for Federal Awards.

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

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

18 Contractor shall comply with the Article 18 and Article 1 regarding relinquishing or
19 maintaining medical records.

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

23 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual
24 basis to the County. The audit shall be conducted in accordance with Generally Accepted
25 Accounting Principles and generally accepted auditing standards.

26 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its
27 designated term or Contractor ceases operation of its business, Contractor shall deliver or make
28 available to County all financial records that may have been accumulated by Contractor or

1 County, Contractor shall provide County with information relevant to the complaint, investigative
2 details of the complaint, the complaint and Contractor's disposition of, or corrective action taken
3 to resolve the complaint.

4 15.2 **Rights of Persons Served.** Contractor shall post signs informing persons served of
5 their right to file a complaint or grievance, appeals, and expedited appeals. In addition,
6 Contractor shall inform every person served of their rights as set forth in Exhibit H.

7 15.3 **Incident Reporting.** Contractor shall file an incident report for all incidents involving
8 persons served, following the protocol identified in Exhibit I.

9 **Article 16**

10 **Property of County**

11 16.1 **Applicability.** Article 16 shall only apply to the program components and services
12 provided under operational costs.

13 16.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
14 intangible property obtained or controlled under County for use in operational capacity and will
15 benefit County for a period more than one (1) year.

16 16.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.
17 All of these assets shall fall into the "Equipment" category unless funding source allows for
18 additional types of assets. At a minimum, the following types of items are considered to be
19 assets:

20 (A) Computers (desktops and laptops)*

21 (B) Copiers, cell phones, tablets, and other devices with any HIPAA data

22 (C) Modular furniture

23 (D) Any items over \$5,000 or more with a lifespan of at least two (2) years:

24 (1) Televisions

25 (2) Washers/Dryers

26 (3) Printers

27 (4) Digital Cameras

28 (5) Other equipment/furniture

1 (6) Items in total when purchased or used as a group fall into one or more of the
2 above categories

3 (E) Items of sensitive nature shall be purchased and allocated to a single agreement.

4 All items containing HIPAA data are considered sensitive.

5 Contractor shall ensure proper tracking for contact assets that include the following
6 asset attributes at a minimum:

7 (A) Description of the asset;

8 (B) The unique identifier of the asset if applicable, i.e., serial number;

9 (C) The acquisition date;

10 (D) The quantity of the asset;

11 (E) The location of the asset or to whom the asset is assigned;

12 (F) The cost of the asset at the time of acquisition;

13 (G) The source of grant funding if applicable;

14 (H) The disposition date, and

15 (I) The method of disposition (surplus, transferred, destroyed, lost)

16 All Contract assets shall be returned to the Department at the end of the agreement
17 period.

18 16.4 **Retention and Maintenance.** Assets shall be retained by County, as County
19 property, in the event this Agreement is terminated or upon expiration of this Agreement.
20 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
21 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
22 when fixed and inventoried assets are returned to County possession. Contractor is responsible
23 for returning to County all County owned undepreciated fixed and inventoried assets, or the
24 monetary value of said assets if unable to produce the assets at the expiration or termination of
25 this Agreement. Contractor further agrees to the following:

26 Maintain all items of equipment in good working order and condition, normal wear and
27 tear excepted;

1 Label all items of equipment with County assigned program number, to perform periodic
2 inventories as required by County and to maintain an inventory list showing where and how the
3 equipment is being used in accordance with procedures developed by County. All such lists
4 shall be submitted to County within ten (10) days of any request therefore; and

5 Report in writing to County immediately after discovery, the loss or theft of any items of
6 equipment. For stolen items, the local law enforcement agency must be contacted, and a copy
7 of the police report submitted to County.

8 **16.5 Equipment Purchase.** The purchase of any equipment by Contractor with funds
9 provided hereunder shall require the prior written approval of County's DBH Director or
10 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
11 related to Contractor's services or activity under the terms of this Agreement. County may
12 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
13 Contractor, if prior written approval has not been obtained from County.

14 **16.6 Modification.** Contractor must obtain prior written approval from County's DBH
15 whenever there is any modification or change in the use of any property acquired or improved,
16 in whole or in part, using funds under this Agreement. If any real or personal property acquired
17 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
18 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
19 equal to the current fair market value of the property, less any portion thereof attributable to
20 expenditures of funds not provided under this Agreement. These requirements shall continue in
21 effect for the life of the property. In the event this Agreement expires, the requirements for this
22 Article shall remain in effect for activities or property funded with said funds, unless action is
23 taken by the State government to relieve County of these obligations.

24 **Article 17**

25 **Compliance**

26 **17.1 Compliance.** Contractor agrees to comply with County's Contractor Code of
27 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit K. Within
28 thirty (30) days of entering into this Agreement with County, Contractor shall ensure all of

1 Contractor's employees, agents, and subcontractors providing services under this Agreement
2 certify in writing, that he or she has received, read, understood, and shall abide by the
3 Contractor Code of Conduct and Ethics. Contractor shall ensure that within thirty (30) days of
4 hire, all new employees, agents, and subcontractors providing services under this Agreement
5 shall certify in writing that he or she has received, read, understood, and shall abide by the
6 Contractor Code of Conduct and Ethics. Contractor understands that the promotion of and
7 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
8 Contractor and its employees, agents, and subcontractors.

9 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
10 employees, agents, and subcontractors providing services under this Agreement shall complete
11 general compliance training, and appropriate employees, agents, and subcontractors shall
12 complete documentation and billing or billing/reimbursement training. All new employees,
13 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.
14 Each individual who is required to attend training shall certify in writing that he or she has
15 received the required training. The certification shall specify the type of training received and
16 the date received. The certification shall be provided to County's DBH Compliance Officer at
17 1925 E. Dakota Ave, Fresno, California 93726. Contractor agrees to reimburse County for the
18 entire cost of any penalty imposed upon County by the Federal Government as a result of
19 Contractor's violation of the terms of this Agreement.

20 **17.2 Compliance with State Medi-Cal Requirements.** Contractor shall be required to
21 maintain Mental Health Plan organizational provider certification by Fresno County. Contractor
22 must meet Medi-Cal organization provider standards as listed in Exhibit L, "Medi-Cal
23 Organizational Provider Standards", attached hereto and by this reference incorporated herein
24 and made part of this Agreement. It is acknowledged that all references to Organizational
25 Provider and/or Provider in Exhibit L shall refer to Contractor.

26 **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will
27 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the
28 effective date of this Agreement through County to provide reimbursable services to Medi-Cal

1 eligible persons served. In addition, Contractor shall work with the County's DBH to execute
2 the process if not currently certified by County for credentialing of staff. During this process, the
3 Contractor will obtain a legal entity number established by the DHCS, a requirement for
4 maintaining Mental Health Plan organizational provider status throughout the term of this
5 Agreement. Contractor will be required to become Medi-Cal certified prior to providing services
6 to Medi-Cal eligible persons served and seeking reimbursement from the County. Contractor
7 will not be reimbursed by County for any services rendered prior to certification.

8 Contractor shall provide direct specialty mental health services in accordance with the
9 Mental Health Plan. Contractor must comply with the "Fresno County Mental Health Plan
10 Compliance Program and Code of Conduct" set forth in Exhibit K, attached hereto and
11 incorporated herein by reference and made part of this Agreement.

12 Contractor may provide direct specialty mental health services using unlicensed staff as
13 long as the individual is approved as a provider by the Mental Health Plan, is supervised by
14 licensed staff, works within his/her scope and only delivers allowable direct specialty mental
15 health services. It is understood that each service is subject to audit for compliance with
16 Federal and State regulations, and that County may be making payments in advance of said
17 review. In the event that a service is disapproved, County may, at its sole discretion, withhold
18 compensation or set off from other payments due the amount of said disapproved services.
19 Contractor shall be responsible for audit exceptions to ineligible dates of services or incorrect
20 application of utilization review requirements.

21 **17.4 Network Adequacy.** The Contractor shall ensure that all services covered under this
22 Agreement are available and accessible to persons served in a timely manner and in
23 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
24 (a), (c)).

25 Contractor shall submit, when requested by County and in a manner and format
26 determined by the County, network adequacy certification information to the County, utilizing a
27 provided template or other designated format.

1 Contractor shall submit updated network adequacy information to the County any time
2 there has been a significant change that would affect the adequacy and capacity of services.

3 To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42
4 C.F.R. §438.3 (I), the Contractor shall provide a person served the ability to choose the person
5 providing services to them.

6 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**

7 Contractor shall have in place a compliance program designed to detect and prevent fraud,
8 waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

9 (A) Written policies, procedures, and standards of conduct that articulate the
10 organization's commitment to comply with all applicable requirements and standards
11 under the Agreement, and all applicable federal and state requirements.

12 (B) A Compliance Office (CO) who is responsible for developing and implementing
13 policies, procedures, and practices designed to ensure compliance with the
14 requirements of this Agreement and who reports directly to the CEO and the Board of
15 Directors.

16 (C) A Regulatory Compliance Committee on the Board of Directors and at the senior
17 management level charged with overseeing the organization's compliance program and
18 its compliance with the requirements under the Agreement.

19 (D) A system for training and education for the Compliance Officer, the organization's
20 senior management, and the organization's employees for the federal and state
21 standards and requirements under the Agreement.

22 (E) Effective lines of communication between the Compliance Officer and the
23 organization's employees.

24 (F) Enforcement of standards through well-publicized disciplinary guidelines.

25 (G) The establishment and implementation of procedures and a system with
26 dedicated staff for routine internal monitoring and auditing of compliance risks, prompt
27 response to compliance issues as they are raised, investigation of potential compliance
28 problems as identified in the course of self-evaluation and audits, corrections of such

1 problems promptly and thoroughly to reduce the potential for recurrence and ongoing
2 compliance with the requirements under the Agreement.

3 (H) The requirement for prompt reporting and repayment of any overpayments
4 identified.

5 **17.6 Reporting.** Contractor must have administrative and management arrangements or
6 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
7 care funding. Contractor must report fraud and abuse information to the County including but
8 not limited to:

9 (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

10 (B) All overpayments identified or recovered, specifying the overpayment due to
11 potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

12 (C) Information about changes in a persons served's circumstances that may affect
13 the person served's eligibility including changes in the their residence or the death of the
14 person served as per 42 C.F.R. § 438.608(a)(3).

15 (D) Information about a change in the Contractor's circumstances that may affect the
16 network provider's eligibility to participate in the managed care program, including the
17 termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

18 Contractor shall implement written policies that provide detailed information about the
19 False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the
20 Act, including information about rights of employees to be protected as whistleblowers.

21 Contractor shall make prompt referral of any potential fraud, waste or abuse to County or
22 potential fraud directly to the State Medicaid Fraud Control Unit.

23 **17.7 Overpayments.** County may suspend payments to Contractor if DHCS or County
24 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
25 C.F.R. §438.608 (a)(8)).

26 Contractor shall report to County all identified overpayments and reason for the
27 overpayment, including overpayments due to potential fraud. Contractor shall return any
28

1 overpayments to the County within 60 calendar days after the date on which the overpayment
2 was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

3 **Article 18**

4 **Federal and State Laws**

5 18.1 **Health Insurance Portability and Accountability Act.** County and Contractor each
6 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
7 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
8 disclose Protected Health Information (PHI) as required by law.

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

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

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

20 18.2 **Physical Accessibility.** In accordance with the accessibility requirements of section
21 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
22 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
23 beneficiaries with physical or mental disabilities.

24 **Article 19**

25 **Data Security**

26 19.1 **Data Security Requirements.** Contractor shall comply with data security
27 requirements in Exhibit M to this Agreement.

1 **Article 20**

2 **Publicity Prohibition**

3 20.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
4 or indirectly under this Agreement shall be used for Contractor’s advertising, fundraising, or
5 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
6 promotion.

7 20.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
8 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
9 availability of such specific services when approved in advance by County’s DBH Director or
10 designee *and at a cost to be provided in Exhibit I* for such items as written/printed materials, the
11 use of media (i.e., radio, television, newspapers), and any other related expense(s).
12 Communication products must follow DBH graphic standards, including typefaces and colors, to
13 communicate our authority and project a unified brand. This includes all media types and
14 channels and all materials on and offline that are created as part of DBH’s efforts to provide
15 information to the public.

16 **Article 21**

17 **Disclosure of Self-Dealing Transactions**

18 21.1 **Applicability.** This Article 21 applies if the Contractor is operating as a corporation,
19 or changes its status to operate as a corporation.

20 21.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
21 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
22 “Self-Dealing Transaction Disclosure Form” (Exhibit N to this Agreement) and submitting it to
23 the County before commencing the transaction or immediately after.

24 21.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
25 a party and in which one or more of its directors, as an individual, has a material financial
26 interest.

27 **Article 22**

28 **Disclosure of Ownership and/or Control Interest Information**

1 22.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
2 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
3 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

4 22.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
5 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
6 Exhibit O :

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

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

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

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

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

23 (B) Disclosures Related to Business Transactions:

24 (1) The ownership of any subcontractor with whom Contractor has had business
25 transactions totaling more than \$25,000 during the 12-month period ending on the
26 date of the request.
27
28

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

4 (C) Disclosures Related to Persons Convicted of Crimes:

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

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

14 22.3 Contractor must provide disclosure upon execution of Contract, extension for
15 renewal, and within 35 days after any change in Contractor ownership or upon request of
16 County. County may refuse to enter into an agreement or terminate an existing agreement with
17 Contractor if Contractor fails to disclose ownership and control interest information, information
18 related to business transactions and information on persons convicted of crimes, or if Contractor
19 did not fully and accurately make the disclosure as required.

20 22.4 Contractor must provide the County with written disclosure of any prohibited
21 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
22 or have other relationships with providers Excluded from participation in Federal Health Care
23 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
24 §438.610.

25 22.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
26 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
27 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
28 in Contractor has been convicted of a criminal offense related to that person's involvement with

1 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
2 this Agreement where any person with five (5) percent or greater direct or indirect ownership
3 interest in the Contractor did not submit timely and accurate information and cooperate with any
4 screening method required in CFR, Title 42, Section 455.416

5 **Article 23**

6 **Disclosure of Criminal History and Civil Actions**

7 23.1 **Applicability.** Contractor is required to disclose if any of the following conditions
8 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
9 referred to as "Contractor"):

10 (A) Within the three (3) year period preceding the Agreement award, they have been
11 convicted of, or had a civil judgment tendered against them for:

12 (1) Fraud or criminal offense in connection with obtaining, attempting to obtain,
13 or performing a public (federal, state, or local) transaction or contract under a public
14 transaction;

15 (2) Violation of a federal or state antitrust statute;

16 (3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

17 or

18 (4) False statements or receipt of stolen property.

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

21 23.2 **Duty to Disclose.** Disclosure of the above information will not automatically
22 eliminate Contractor from further business consideration. The information will be considered as
23 part of the determination of whether to continue and/or renew this Agreement and any additional
24 information or explanation that Contractor elects to submit with the disclosed information will be
25 considered. If it is later determined that the Contractor failed to disclose required information,
26 any contract awarded to such Contractor may be immediately voided and terminated for
27 material failure to comply with the terms and conditions of the award.

28 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other

1 Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit P attached
2 hereto and by this reference incorporated herein. Additionally, Contractor must immediately
3 advise the County in writing if, during the term of the Agreement: (1) Contractor becomes
4 suspended, debarred, excluded or ineligible for participation in Federal or State funded
5 programs or from receiving federal funds as listed in the excluded parties list system
6 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Contractor.
7 Contractor shall indemnify, defend, and hold County harmless for any loss or damage resulting
8 from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed
9 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

10 **Article 24**

11 **Cultural and Linguistic Competency**

12 24.1 **General.** All services, policies and procedures must be culturally and linguistically
13 appropriate. Contractor must participate in the implementation of the most recent Cultural
14 Competency Plan for the County and shall adhere to all cultural competency standards and
15 requirements. Contractor shall participate in the County's efforts to promote the delivery of
16 services in a culturally competent and equitable manner to all individuals, including those with
17 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
18 regardless of gender, sexual orientation, or gender identity including active participation in the
19 County's Diversity, Equity and Inclusion Committee.

20 24.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
21 procedures for ensuring access and appropriate use of trained interpreters and material
22 translation services for all limited and/or no English proficient beneficiaries, including, but not
23 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
24 policies and procedures, and monitoring its language assistance program. Contractor's policies
25 and procedures shall ensure compliance of any subcontracted providers with these
26 requirements.

27 24.3 **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation
28 is available for any language and written translation is available in prevalent languages and that

1 auxiliary aids and services are available upon request, at no cost and in a timely manner for
2 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.
3 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to
4 interpret or facilitate communication; however, if the beneficiary refuses language assistance
5 services, the Contractor must document the offer, refusal, and justification in the beneficiary's
6 file.

7 **24.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,
8 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
9 communicate with a beneficiary in a language other than English (1) have completed annual
10 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the
11 beneficiary's language; (3) can effectively communicate any specialized terms and concepts
12 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic
13 principles. As requested by County, Contractor shall identify all who interpret for or provide
14 direct communication to any program beneficiary in a language other than English and identify
15 when the Contractor last monitored the interpreter for language competence.

16 **24.5 CLAS Standards.** Contractor shall submit to County for approval, within ninety (90)
17 days from date of contract execution, Contractor's plan to address all fifteen (15) National
18 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the
19 Office of Minority Health and as set forth in Exhibit Q "National Standards on Culturally and
20 Linguistically Appropriate Services", attached hereto and incorporated herein by reference and
21 made part of this Agreement. As the CLAS standards are updated, Contractor's plan must be
22 updated accordingly. As requested by County, Contractor shall be responsible for conducting
23 an annual CLAS self-assessment and providing the results of the self-assessment to the
24 County. The annual CLAS self-assessment instruments shall be reviewed by the County and
25 revised as necessary to meet the approval of the County.

26 **24.6 Training Requirements.** Cultural competency training for Contractor staff should be
27 substantively integrated into health professions education and training at all levels, both
28 academically and functionally, including core curriculum, professional licensure, and continuing

1 professional development programs. As requested by County, Contractor shall report on the
2 completion of cultural competency trainings to ensure direct service providers are completing a
3 minimum of twelve (12) hours of annual cultural competency training.

4 **24.7 Continuing Cultural Competence.** Contractor shall create and sustain a forum that
5 includes staff at all agency levels to discuss cultural competence. Contractor shall designate a
6 representative from Contractor's team to attend County's Diversity, Equity and Inclusion
7 Committee.

8 **Article 25**

9 **General Terms**

10 **25.1 Modification.** Except as provided in Article 7, "Termination and Suspension," this
11 Agreement may not be modified, and no waiver is effective, except by written agreement signed
12 by both parties. The Contractor acknowledges that County employees have no authority to
13 modify this Agreement except as expressly provided in this Agreement.

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

21 (B) In addition, changes to rates on Exhibit J that do not exceed three percent (3%)
22 of the approved rate, or that are needed to accommodate state-mandated rate
23 increases, may be made with the written approval of the DBH Director or designee.

24 These rate changes may not add or alter any other terms or conditions of the
25 Agreement. Said modifications shall not result in any change to the maximum
26 compensation amount payable to Contractor, as stated herein.

27 **25.2 Governing Law.** The laws of the State of California govern all matters arising from
28 or related to this Agreement.

1 25.3 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 25.4 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 25.5 **Days.** Unless otherwise specified, "days" means calendar days.

10 25.6 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 25.7 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 25.8 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 Contractor shall take affirmative action to ensure that services to intended Medi-Cal
24 beneficiaries are provided without use of any policy or practice that has the effect of
25 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic
26 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,
27 genetic information, health status or need for health care services, or mental or physical
28 disability.

1 25.9 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Contractor and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 25.10 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
6 between the Contractor and the County with respect to the subject matter of this Agreement,
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature unless those things are expressly included in
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
12 exhibits.

13 25.11 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 25.12 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21 25.13 **Electronic Signatures.** The parties agree that this Agreement may be executed by
22 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 25.14 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

COMMUNITY HEALTH IMPROVEMENT PARTNERS

COUNTY OF FRESNO


Dana Richardson, President & CEO


Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

5095 Murphy Canyon Rd. Ste 105,
San Diego CA 92123

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

By: 
Deputy

For accounting use only:

Org No.:56304819
Account No.:7295
Fund No.:0001
Subclass No.:10000

Scope of Services

INDEPENDENT LIVING ASSOCIATION

Contractor Name: Community Health Improvement Partners (CHIP) Contracting
Department: Fresno County Department of Behavioral Health Contract
Period: 07/01/2023 - 06/30/2025

Contract Amount:	FY 2023-2024 – Non-Medical Supports	\$400,000
	FY 2024-2025 – Non-Medical Supports	\$400,000
	Total Maximum Compensation	\$800,000

Program Description

- Provide technical assistance, consultative, and start-up operational services to help the Fresno County Department of Behavioral Health (DBH) create a sustainable Fresno County Independent Living Association - ILA (aka, Room & Board) quality improvement program that expands the number of high-quality independent living homes for DBH clients in Fresno County. Homes are owned by operators who gain membership to the ILA after successful completion of required training, passage of the ILA membership criteria and upon site visit approval by the Peer Review and Accountability Team (PRAT). Emphasis shall be placed on expanding housing options for people with serious mental illness that are homeless or at risk of homelessness.
- Continue to coordinate the following quality improvement activities in collaboration with DBH and other identified local partners:
 - 1) Independent Living Association (ILA) Work Team.
 - 2) ILA Membership Organization.
 - 3) ILA Directory and Website.
 - 4) Education and Training.
 - 5) Peer Review and Accountability Team (PRAT).
 - 6) Data Collection and Evaluation.
 - 7) Advocacy and Education
- Target facilities for membership in the ILA include privately owned or leased single-family residences or multifamily complexes that operate shared living rental arrangements for extremely low-income adults living with a severe mental illness. Such arrangements are sometimes referred to as “unlicensed room and boards”, rooming houses, supported independent living, transitional housing, or sober living. These locations do not provide care and supervision or medication oversight.

Program Goals

DBH believes in and supports the guiding principles of attaining safe, quality housing for DBH clients, thereby improving their housing stability and overall well-being. The ILA is designed to assist those clients who are either homeless, not regularly engaged with any system of care despite extreme needs and vulnerabilities; or accessing more than one system of care, including homeless serving programs,

emergency departments, psychiatric emergency services, substance use services, and the criminal justice system. The goals of Fresno County's ILA include:

- Maintain the system of oversight, support, coordination, and ongoing quality improvement for independent living homes.
- Improve the quality of life for independent living association residents (DBH clients) by improving quality standards of local independent living homes.
- Continue to Increase the inventory of independent living homes for DBH clients living with a severe mental illness or co-occurring substance use disorder that are homeless and in need of housing.
- Reduce the number of DBH clients experiencing homelessness and prolonged institutionalization due to declines in quality independent living environments.
- Improve client outcomes by improved coordination and connection of DBH clients to housing, integrated physical, mental health, and substance use services, and other critical services within Fresno County's system of care including County Departments and contracted service providers.
- Create sustainable housing solutions for DBH clients living in healthy, stable homes in the community.
- Maintain interventions that reduce utilization of Fresno County services and have ongoing support from partners.

Required Services

Contractor shall continue to develop, implement, and maintain the collaboration with DBH and one or more subcontracted, community-based mental health provider agencies in Fresno County, as well as local key stakeholder that regularly interface with independent living homes (room & boards) including hospitals, clinics, social workers, case managers and facility discharge planners. The quality improvement effort will include the following key components:

- 1) Independent Living Association (ILA) Work Team.
- 2) ILA Membership Organization.
- 3) ILA Directory and Website.
- 4) Education and Training.
- 5) Peer Review and Accountability Team (PRAT).
- 6) Data Collection and Evaluation.
- 7) Advocacy and Education

- 1) ILA Work Team – in collaboration with DBH and the (selected subcontractor) the Contractor will be responsible for making recommendations on the composition and key roles of the Work Team, finalizing Work Team membership, and managing Work Team meetings (agenda, facilitation, and minutes). The Work Team will meet on a quarterly basis to establish and promote independent living quality standards, provide advice and support to the overall quality improvement effort, identify key policy areas impacting independent living facilities, and engage in advocacy and education efforts relevant to sustaining and expanding quality independent living opportunities.
- 2) ILA Membership Organization – Contractor will be responsible for coordinating the creation of a professional association for independent living association operators. The association should provide comprehensive ILA-related information and resources, support to both operators and residents, and include a grievance process. The association shall provide resources to help ILA operators provide the necessary support to improve the quality of life for residents. The Work Team will develop ILA quality standards and membership requirements.
- 3) ILA Directory and Website – Contractor shall maintain the Fresno ILA web-based and searchable database to provide quality information about independent living options for DBH clients, family members, and community members. The online directory shall provide reliable, updated information on independent living facilities in Fresno County, with a specific format for highlighting those facilities that are members of the ILA and thereby meeting quality housing standards. This information will be designed in a format that is accessible and understandable to the public and should link information from existing databases using current web-based portals. The Contractor shall operate a member only section for independent living operators to provide resources and association information, such as community discounts, funding opportunities, and training schedules.
- 4) Education and Training – Contractor shall design, implement, and maintain training plans and curricular for ILA operators, DBH clients/residents, and community members. Education and training will be focused upon teaching housing operators how to operate Independent Living homes as well as information effectively and successfully for tenants to assist them in their wellness, recovery and sustained tenancy. To become members of the ILA, operators will be required to complete the “New Owners Course,” a 6-hour course that focuses upon facility start-up, budgeting, administration, professionalism, marketing, mental health 101, resident retention and legalities.
 - a. Education outcomes include:
 - i. increased awareness of mental illness
 - ii. how to establish and cultivate healthy residents
 - iii. increased awareness of rights under California Landlord/Tenant Laws

- b. Training outcomes include:
 - i. increased awareness of de-escalation techniques/measures
 - ii. increased awareness of available community resources
 - iii. increased awareness and ability to support first responders.

Training and education will specifically focus within the following areas:

- Training and education for ILA operators will include, but not be limited to training for residents with living with a mental illness, familiarity with mental health programs, appropriate service standards, differences between independent living and licensed facilities, consultation with care coordinators/care managers; appropriate operator-resident relationships, and skills assisting residents in sustaining wellness, recovery, and independence.
 - Training and education for residents will include, but not be limited to sustaining independence, adjusting to shared living, independent living skills development, communicating with operators, and awareness of rights as a resident/tenant.
 - Training and education for community members will include, but not be limited to an overview of the ILA and discussion of why a professional association of independent living operators supports community member efforts to house vulnerable clients/patients as well as support a client's mental health wellness and recovery.
- 5) Peer Review and Accountability Team (PRAT) – The PRAT will be comprised of Contractor staff, behavioral health clients, family members, IL tenants, and other community partners interested in supporting the Fresno ILA and IL operators. Individuals interested in serving on the PRAT will undergo an application and training process. The PRAT will utilize a home inspection checklist that will be developed under the direction of the Contractor and Fresno ILA Work Team. This checklist will be utilized for the initial and annual site reviews and provide a metric for adherence to established standards. The items can include but are not limited to safety, house set-up, and operations. Contractor, in partnership with the DBH, will build a PRAT for site visits/inspections, including the development and implementation of a comprehensive assessment checklist used at each independent living facility. Contractor shall provide oversight of the work of the PRAT responsible for conducting initial and ongoing visits to association members to ensure quality standards are met and to provide coaching and other support to operators. The PRAT will also respond to complaints received related to association members.
- 6) Data and Evaluation - Contractor in collaboration with the DBH shall report on defined outcomes as requested by DBH and shall conduct a comprehensive evaluation related to

the overall program and its impact on the availability and quality of independent living associations.

- 7) Advocacy and Education - With assistance from the Work Team, the Contractor will develop an agenda to bring awareness of issues to operators of independent living facilities and the unique issues residents face. The Contractor shall encourage client and community participation, and foster awareness on client/resident rights.
- 8) Contractor will subcontract with at least one Fresno County community-based mental health provider that operate one or more independent living facilities and incorporate the subcontractor into the activities outlined above. Specific areas for subcontractor involvement will include at least the following: education and training for operators and residents, DBH client/family involvement in the ILA Work Team and PRAT, become initial members of the IL association, and development and dissemination of materials related to cultural humility and health equity. Fresno County must review and provide written approval of subcontracts prior to their execution.
- 9) The contractor shall collaborate and partner with other housing, health, human services organizations, and community service providers. The ILA Work Team shall identify and collaborate with partners that directly touch/work with IL home operators. Contractor shall provide training and education to partners about the ILA and IL homes. Specifically, increasing partners awareness of how IL homes differ from other types of housing as well as the value the ILA brings to partner organizations.

Contract Deliverables

Contractor shall provide the following services/deliverables.

1. Process Measures

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
Continue to manage and grow the ILA Work Team	<ul style="list-style-type: none"> • Develop written recommendations for structure and format of Work Team, date review, decision-making, and quality standards. 	<ul style="list-style-type: none"> • Written Work Team operational recommendations • Work Team Roster and Contact Information • Meeting Agendas and Minutes • ILA Standards and Membership Guide • Quarterly Summary Report
Continue to manage, grow, and market the operations of the ILA association.	<ul style="list-style-type: none"> • Maintain the program and membership standards of the ILA throughout the duration of the contract. • By June 30, 2024, acquire 80 beds per fiscal year. *NOTE: Goal numbers are not affected if existing members are pulled from the directory for not maintaining ILA quality standards. • Maintain the ILA grievance process. • Provide specific 	

	<p>resources on how facilities can help tenants achieve their best quality of life.</p> <ul style="list-style-type: none"> • Convene and manage at least 8 Committee meetings over the contract period. • Conduct at least 1 shared housing forum quarterly to encourage business development with Fresno ILA. • Conduct at least 2 Operator Forums to provide support to Fresno ILA operators. • Conduct 1 ILA Celebration of Success per fiscal year. 	
<p>Maintain the ILA directory and website with reliable, updated information on ILAs in Fresno County, including highlighting of homes that are members of the association that meet ILA Quality Standards.</p>	<ul style="list-style-type: none"> • Maintain the CHIP ILA website model and programming to work with the current subcontracted developer to maintain the Fresno County ILA Website. • Maintained up-to-date information on website. 	<ul style="list-style-type: none"> • ilacalifornia.org • DBH staff checks the accuracy of website information at least once per month. • Quarterly Reports by ILA staff to contract analyst.

<p>Continue to design and implement education, training plans and curriculum for ILA operators, residents, and community members</p>	<ul style="list-style-type: none">• Continue to develop and implement training plan and curriculum for operators.• Continue to develop and implement training plans and curriculum for residents.• Provide at least one training or education opportunity quarterly.	<ul style="list-style-type: none">• Quarterly Reports.• Copy of training plan and curriculum.• Copy of attendance logs for training.• Table summarizing training and education events conducted.
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<p>Continue to maintain and grow the ILA Peer Review and Accountability Team (PRAT).</p>	<ul style="list-style-type: none"> • Continue to utilize the comprehensive assessment checklist. • Continue to build PRAT that includes ILA member operators, IL residents, DBH clients, family members and community partners. • PRAT assessments to be conducted at least once per month. 	<ul style="list-style-type: none"> • Roster of PRAT team with contact information • Copies of PRAT assessment reports • Quarterly Reports.
<p>Continue to develop a policy and advocacy agenda to bring awareness to issues with independent living facilities and the unique issues residents face. Encourage consumer/community participation and foster awareness on consumer/resident rights.</p>	<p>Conduct at least one policy and advocacy effort that includes members of the ILA Work Team, consumers, and other community members each quarter beginning July 1, 2023</p>	<ul style="list-style-type: none"> • Work Team Minutes • Quarterly Report • Copy of policy and advocacy materials used in specific efforts.

2. Quality Measures

SERVICE DELIVERY	PERFORMANCE MEASURES	DATA SOURCE
<p>Participants in education and training sessions complete evaluations on the quality of each session</p>	<p>Participants in sessions complete post session evaluations with an average rating of 3.5 or above on a likert scale of 0 to 5</p>	<p>Summary of session evaluation results included in quarterly report</p>
<p>ILA member's satisfaction of the support provided by the Association is conducted at least once per quarter with the first survey to be conducted on or before July 1, 2023</p>	<p>ILA member satisfaction survey shows an average rating of 3.5 or above on a likert scale of 0 to 5</p>	<p>Summary of survey results included in quarterly report</p>

ILA member resident satisfaction and quality of life surveys once per quarter at participating member homes with first survey conducted on or before July 1, 2023	ILA resident satisfaction and quality of life survey shows improved overall ratings each quarter	Summary of results included in quarterly report
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3. Outcome Measures

SERVICE DELIVERY	PERFORMANCE MEASURES	DATA SOURCE
Increase the number of quality independent living members over time	<ul style="list-style-type: none"> By June 30, 2024, acquire 80 beds per fiscal year. *NOTE: Goal numbers are not affected if existing members are pulled from the directory for not maintaining ILA quality standards. 	Quarterly reports and online directory
Increase the percentage of identified independent living sites over time and increase ILA members.	As evidence by implementation of monthly business operation Course, participant sign in sheet, which will lead to increasing interest to Fresno ILA membership	<ul style="list-style-type: none"> Directory of identified independent living sites in County showing member and non-member home sites. Quarterly report summarizing percentage of known independent livings that are non-members

Exhibit B

BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

Exhibit B

- C. Suspension of Compensation
If an allegation of discrimination occurs, County may withhold all further funds, until Contractor can show clear and convincing evidence to the satisfaction of County that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism
Except by consent of County's Department of Behavioral Health Director, or designee, no person shall be employed by Contractor who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of Contractor.

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Exhibit B

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

Exhibit B

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

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

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

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

Exhibit B

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

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Exhibit B

6. **RESOLUTION:** A County, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.
9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

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

Federal database checks.

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

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

Exhibit B

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

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY

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

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
 1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
OR
 2. The individual has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

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

Exhibit B

- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 - b. A suspected mental health disorder that has not yet been diagnosed.
 - c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
1. The individual has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 2. The individual's condition as described in paragraph (a) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.
- c. ADDITIONAL CLARIFICATIONS
- i. Criteria
 1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The individual had a co-occurring substance use disorder.
 - ii. Diagnosis Not a Prerequisite
 1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

Exhibit B

Medicare & Medicaid Services (CMS) approved ICD diagnosis code

d. MEDICAL NECESSITY

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

e. COORDINATION OF CARE

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

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

Exhibit B

- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that individuals receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
 2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

- i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual's life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request.

Exhibit B

Services must be identified as provided in-person, by telephone, or by telehealth.

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

c. ASSESSMENT

- i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
- iii. For individuals aged 6 through 21, the Child and Adolescent Needs and Strengths (CANS), and for individuals aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10

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

e. PROBLEM LIST

- i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International,

Exhibit B

Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
 - iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
 - v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
- f. TREATMENT AND CARE PLANS
- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.
- g. PROGRESS NOTES
- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
 - ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
 - iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
 - iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
 - v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
- h. TRANSITION OF CARE TOOL
- i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
 - ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
 - iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and->

Exhibit B

[Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx](#), or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH

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

3. CLIENT PROTECTIONS

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

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- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
 - iv. NOABDs must be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
 - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - vi. Contractor must provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
 - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
 - c. Continuity of Care
 - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
 - i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating person served's grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.

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4. Informing the County and individuals of the results of client/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a County's QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS

- i. Timely access standards include:
 1. Contractor must have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
 2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

Exhibit B

3. Urgent care appointments for services that do not require prior authorization must be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
 4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 15 business days from the date the client or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
 5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
 6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
- c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
 - ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

Exhibit B

d. PHYSICIAN INCENTIVE PLAN

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

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. ELECTRONIC PRIVACY AND SECURITY

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

6. PROGRAM INTEGRITY

a. Credentialing and Re-credentialing of Providers

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

Exhibit B

- ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

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

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.

SUBSTANCE ABUSE PREVENTION AND TREATMENT (SABG) SPECIFIC REQUIREMENTS

Fresno County, through the Department of Behavioral Health, makes Substance Use Disorder (SUD) treatment services available throughout the county to eligible persons served through funds provided under an Substance Abuse Block Grant (SABG) with the California Department of Health Care Services. The County, and all contracted providers, must comply with the terms of the SABG application, and any amendments thereto, including but not limited to the following:

1. STATE ALCOHOL AND DRUG REQUIREMENTS

A. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

B. INDEPENDENT CONTRACTOR

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

C. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

CONTRACTOR shall ensure that all of its employees sign a written Confidentiality Oath, attached hereto as Attachment A, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.

D. REVENUE COLLECTION POLICY

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

E. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable

overhead.

F. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

G. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

H. AUDITS

All State and Federal funds furnished to the CONTRACTOR(S) pursuant to this Agreement along with related patient fees, third party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

I. RECORDS MAINTENANCE

1) CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.

2) CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, person served interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

3) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at its request.

2. CONTROL REQUIREMENTS

Performance under this Agreement is subject to all applicable Federal and State laws, regulations and standards. CONTRACTOR(S) shall establish written procedures consistent with the Control requirements. 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.

These requirements include, but may not be limited to, those set forth in this Agreement, and:

A. HSC, Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.

B. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1(herein referred to as Title 9).

C. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.

D. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.

E. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.

F. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. CFR, Title 45, Part 96, Block Grants.

H. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.

I. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.

J. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.

K. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

3. MINIMUM QUALITY DRUG TREATMENT STANDARDS

CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for SABG for all SUD treatment programs. The Minimum Quality Drug Treatment Standards are attached hereto and by this reference incorporated herein as Attachment D.

4. SALARY RESTRICTION

CONTRACTOR agrees that no part of any federal funds provided under this Contract shall be used by CONTRACTOR to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule as found online at: https://grants.nih.gov/grants/policy/salcap_summary.htm.

Executive salaries shall be provided to COUNTY in the annual Provider Risk Assessment and/or upon request.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

Note that indirect costs can only be allocated to SABG contracted services using any of the following cost allocation methodologies; percentage of direct cost, percentage of direct salary cost, or federally-approved indirect cost rate.

5. PERINATAL PRACTICE GUIDELINES

CONTRACTOR shall comply with the perinatal program requirements as outlined in the current version of the Perinatal Practice Guidelines available online at:

<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

6. RESTRICTIONS ON USE OF SUBSTANCE ABUSE BLOCK GRANT (SABG) FUNDS TO PAY FOR SERVICES REIMBURSABLE BY MEDI-CAL

CONTRACTOR shall ensure that billing SABG funds only occurs for services that are not reimbursable by Medi-Cal. If CONTRACTOR utilizes SABG funds to pay for a service included in the DMC-ODS, CONTRACTOR shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available. This documentation shall be provided to COUNTY at the time of billing and retained in the person served's file for review.

7. BARRIERS TO SERVICES

CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations. CONTRACTOR shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

- A. Lack of educational materials or other resources for the provision of services.
- B. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
- C. Institutional, cultural, and ethnicity barriers.
- D. Language differences.
- E. Lack of service advocates.
- F. Failure to survey or otherwise identify the barriers to service accessibility.
- G. Needs of persons with a disability.

8. RISK ASSESSMENT

CONTRACTOR shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205. COUNTY shall review the merit and risk associated with each potential CONTRACTOR annually prior to making an award. COUNTY shall perform and document annual sub-recipient pre-award risk assessments for each CONTRACTOR and retain documentation for audit purposes.

9. CALIFORNIA OUTCOMES MEASUREMENT SYSTEM FOR TREATMENT (CALOMS-TX)

CONTRACTOR shall comply with the CalOMS-Tx data collection requirements for submission of data to COUNTY. CONTRACTOR shall submit admission, discharge, annual update, resubmission of records containing errors or in need of correction, and "provider no activity" report records in a format approved by COUNTY.

10. CAPACITY REPORTING

CONTRACTOR shall ensure that if their program reaches or exceeds 90 percent of dedicated capacity CONTRACTOR shall report this information to COUNTY and DHCSOWPS@dhcs.ca.gov within four days of reaching capacity.

11. DRUG AND ALCOHOL TREATMENT ACCESS REPORT (DATAR)

CONTRACTOR shall submit monthly DATAR reports by the 5th of the month following the report activity month. CONTRACTOR shall be considered compliant if a minimum of 95 percent of required DATAR reports are received by the due date.

12. CHARITABLE CHOICE

CONTRACTOR shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. CONTRACTOR may not discriminate in its program delivery against a person served or potential person served on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DBH Contracts Division – Substance Use Disorder (SUD) Services a copy of its policy on referring individuals to alternate treatment CONTRACTOR and include a copy of this policy in its admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program and include a notice to SUD Services. Adherence to this policy will be monitored during annual site reviews, and a review of person served files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to SUD Services the number of individuals who requested referrals to alternate providers based on religious objection.

13. DRUG FREE WORKPLACE

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (California Government Code section 8350).

14. SUBCONTRACT PROVISIONS

The following contract provisions are required to be included in all agreements verbatim by the Department of Health Care Services. Any references to “County” in the foregoing clauses shall apply to the CONTRACTORS noted in Exhibit A of this agreement.

A. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. NO UNLAWFUL USE OR UNLAWFUL MESSAGE REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

CONTRACTOR must sign the Unlawful Use of Drugs and Alcohol Certification, attached hereto as Attachment B, incorporated herein by reference and made part of this Agreement, agreeing to uphold the obligations of HSC 11999 – 11999.3.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.

D. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. DEBARMENT AND SUSPENSION

COUNTY shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

F. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) OF 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

1. Trading Partner Requirements

a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

These regulations prohibit discrimination against nongovernmental organizations and certain individuals on the basis of religion in the distribution of government funds to provide substance abuse services and to allow the organizations to accept the funds to provide the services to the individuals without impairing the religious character of the organizations or the religious freedom of the individuals.

I. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

J. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/cas/standards>

CONTRACTOR must comply with 42 CFR 438.206(c)(2). CONTRACTOR shall promote the delivery of services in a culturally competent manner to all persons served, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. CONTRACTOR shall provide effective, equitable, understandable and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

K. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. TUBERCULOSIS TREATMENT

County shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the TVPA through conduct that is either associated with performance under the award or imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

CONTRACTOR must inform the DBH Director or her designee immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR must sign a certification annually acknowledging the Trafficking Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Attachment C, incorporated herein by reference and made part of this Agreement and must require all employees to complete annual TVPA training.

N. TRIBAL COMMUNITIES AND ORGANIZATIONS

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

O. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

P. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

Q. ADOLESCENT BEST PRACTICES GUIDELINES

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

R. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

T. FEDERAL LAW REQUIREMENTS

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E)

U. STATE LAW REQUIREMENTS

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. ADDITIONAL CONTRACT RESTRICTIONS

1. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

2. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

W. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

1. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

15. FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

A. DBH and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, DBH will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective person served shall attach an explanation to this Agreement.

4) The CONTRACTOR shall provide immediate written notice to DBH if at any time CONTRACTOR learns that its certification in this clause of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this clause of this Agreement, and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this clause of this Agreement is a material representation of fact upon which reliance was placed by COUNTY when this transaction was entered into.

C. CONTRACTOR shall not employ or subcontract with any party listed in the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If CONTRACTOR employs or subcontracts an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

D. If CONTRACTOR subcontracts or employs an excluded party, COUNTY and DHCS have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

1) By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

2) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(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 application/proposal/agreement 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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty

that seriously affects its business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(d) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(f) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(g) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

E. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DBH Program Contract Manager.

F. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

G. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DBH may terminate this Agreement for cause or default.

16. SMOKING-FREE WORKPLACE CERTIFICATION

(Applicable to federally funded agreements and subcontracts, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an

administrative compliance order on the responsible party.

C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

17. ADA CONSIDERATIONS

CONTRACTOR shall ensure that physical access, reasonable accommodations, and accessible equipment for persons served with physical or mental disabilities are provided to all persons served in accordance with CFR Title 45, Part 84 and the American with Disabilities Act.

18. INTERIM SERVICES

CONTRACTOR must adhere to the State-County Contract requirement to provide Interim Services in the event that an individual must wait to be placed in treatment.

Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure the HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

Records must indicate evidence that Interim Services have been provided and documentation will be reviewed for compliance.

INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	CHIP CEO (EQ)	0.03	4,050		\$ 4,050
1102			-		-
1103			-		-
1104					-
1105					-
1106					-
1107					-
1108					-
1109					-
1110					-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.03	\$ 4,050		\$ 4,050
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director (MB)	0.25		\$ 20,777	\$ 20,777
1117	Program Manager (SS)	0.50		25,310	25,310
1118	Program Outreach Coordinator	1.00		52,644	52,644
1119	Program Evaluator	0.25		16,086	16,086
1120	CHIP Office Manager (TS)	0.05		3,256	3,256
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		2.05		\$ 118,073	\$ 118,073
			Admin	Program	Total
Direct Personnel Salaries Subtotal		2.08	\$ 4,050	\$ 118,073	\$ 122,123
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement				\$ -
1202	Worker's Compensation		-	-	-
1203	Health Insurance		-	-	-
1204	Other (Employee Benefits)		1,460	22,963	24,423
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 1,460	\$ 22,963	\$ 24,423
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 138	\$ 1,175	\$ 1,313
1302	FICA/MEDICARE		591	5,026	5,617
1303	SUI		238	238	476
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 967	\$ 6,439	\$ 7,406
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 6,477	\$ 147,475	\$ 153,952

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	4%	96%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ -

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 1,500
3002	Printing/Postage	4,500
3003	Office, Supplies & Program Equipment	2,000
3004	Advertising	2,000
3005	Staff Development & Training	4,000
3006	Staff Mileage	2,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	2,000
3009	Other (Staff Travel-Out of County)	6,000
3010	Other (Lodging)	8,000
3011	Other (Information Technology)	3,000
3012	Other (Covening Expenses)	22,332
DIRECT OPERATING EXPENSES TOTAL:		\$ 57,332

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	3,389
4003	Rent/Lease Equipment	1,000
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (Specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 4,389

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 137,204
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	2,000
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 139,204

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	8,237
6004	External Audit	2,396
6005	Insurance (Liability):	1,797
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Admin Overhead)	31,693
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 44,123

INDIRECT COST RATE	12.40%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computers & Software	\$ 1,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 1,000

TOTAL PROGRAM EXPENSES	\$ 400,000
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 400,000
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 400,000

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 400,000
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NET PROGRAM COST:	\$ -
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INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2023-24

PARTIAL FTE DETAIL

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
CHIP CEO (EQ)	CHIP/ILA/Fresno	0.03
	CHIP/ILA/San Diego	99.97
Total		100.00

Position	Contract #/Name/Department/County	FTE %
Program Director (MB)	CHIP/ILA/Fresno	0.25
	CHIP/ILA/San Diego	0.75
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Outreach Coordinator	CHIP/ILA/Fresno	1.00
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Evaluator	CHIP/ILA/Fresno	0.25
	CHIP/ILA/San Diego	0.75
Total		1.00

Position	Contract #/Name/Department/County	FTE %
CHIP Office Manager (TS)	CHIP/ILA/Fresno	0.05
	CHIP/ILA/San Diego	0.95
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Total		0.00

Position	Contract #/Name/Department/County	FTE %

Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		153,952	
Administrative Positions		4,050	
1101	CHIP CEO (EQ)	4,050	The Program Director will oversee the development, strategic direction, stakeholder engagement, evaluation direction, and all programmatic changes to adjust to changing community needs of the Fresno Independent Living Association and its staff.
1102		-	
1103		-	
1104		-	
1105		-	
1106		-	
1107		-	
1108		-	
1109		-	
1110		-	
1111		-	
1112		-	
1113		-	
1114		-	
1115		-	
Program Positions		118,073	
1116	Program Director (MB)	20,777	The Program Director will oversee the development, strategic direction, stakeholder engagement, evaluation direction, and all programmatic changes to adjust to changing community needs of the Fresno Independent Living Association and its staff.
1117	Program Manager (SS)	25,310	The Program Manager will oversee Outreach Coordinator staff and be responsible for tracking program implementation and program alignment activities. The Program Manager will supervise the onsite Outreach Coordinator.
1118	Program Outreach Coordinator (TBD)	52,644	The Program Outreach Coordinator will oversee all local community outreach activities. Outreach Coordinator will be responsible for collecting needs assessment data via focus groups and other ILA methods to inform the development of the program for the Fresno community.
1119	Program Evaluator	16,086	Program Evaluator @ \$5,362/month x 12 months x 25% FTE = \$16,086. The Program Evaluator will oversee all program evaluation activities including developing measurement metrics, data collection tools, data analysis, and program development and outcome report for the program.
1120	CHIP Office Manager (TS)	3,256	The CHIP Office Manager manages all ILA accounting records, office operations, and processes payments for ILA subcontractors. Leads CHIP Human Resources and payroll for onsite and offsite satellite staff.
1121		-	
1122		-	
1123		-	
1124		-	
1125		-	
1126		-	
1127		-	
1128		-	
1129		-	
1130		-	
1131		-	
1132		-	
1133		-	
1134		-	
Direct Employee Benefits			
1201	Retirement	-	
1202	Worker's Compensation	-	
1203	Health Insurance	-	
1204	Other (Employee Benefits)	24,423	The cost of benefits of other than OSADI, FICA/MEDICARE and SUI are budgeted at \$24,423 (Medical, Vision, Life, Dental).
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		7,406	

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1301	OASDI	1,313	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1302	FICA/MEDICARE	5,617	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1303	SUI	476	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT				
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES				
			57,332	
	3001	Telecommunications	1,500	Local, long distance, internet & cell phone services cost @ \$125/month x 12 months = \$1,500 annually.
	3002	Postage Printing & Reproduction	4,500	The cost of postage, printing and reproduction is estimated at \$4,500 annually.
	3003	Office, Supplies & Program Equipment	2,000	General office supplies cost @ \$166.67/month x 12 months = \$2,000 annually.
	3004	Advertising	2,000	Printing on local newspaper and ethnic prints, estimated cost @ 166.67/month x 12 months = \$2,000 annually.
	3005	Staff Development & Training	4,000	Registration fees for workshops and other staff training/development activities are estimated @ \$333.33/month x 12 months = \$4,000 annually
	3006	Staff Mileage	2,000	Local travel for staff to attend meeting/trainings cost is estimated \$2,000 annually.
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	2,000	Vehicle Maintenance is estimated at \$2,000 annually.
	3009	Other (Staff Travel-Out of County)	6,000	Staff travel out of County to attend trainings in San Diego (for Fresno staff) and Fresno (for SD staff) estimated at \$500/mo x 12 months = \$6,000 annually.
	3010	Other (Lodging)	8,000	Hotel costs in San Diego (for Fresno staff) and Fresno (for SD staff) during business travel is estimated at \$8,000 annually.
	3011	Other (Information Technology)	3,000	IT support needs estimated @ \$250/month x 12 months= \$3,000 annually.
	3012	Other (Covering Expenses)	22,332	Expenses for meetings is estimated \$22,332 annually.

4000: DIRECT FACILITIES & EQUIPMENT				
			4,389	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	3,389	CHIP office space for SD staff workign on Fresno program is estimated @ \$353/mo for 0.8 FTE = \$3,389 annually.
	4003	Rent/Lease Equipment	1,000	Lease copy machines and other equipment at satellite location is estimated @ \$83.33/month x 12 months= \$1,000 annually.
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	-	
	4007	Other (specify)	-	
	4008	Other (specify)	-	
	4009	Other (specify)	-	
	4010	Other (Specify)	-	

5000: DIRECT SPECIAL EXPENSES				
			139,204	
	5001	Consultant (Network & Data Management)	137,204	Consultants for website design and maintenance, curriculum development, and legal counsel are estimated at \$137,204 per year.
	5002	HMIS (Health Management Information System)	-	
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	2,000	Translation services are estimated at \$2,000 per year.
	5005	Other (specify)	-	
	5006	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		44,123	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	8,237	Accounting/Bookkeeping are estimated at \$330/mo X FTE x 12 months = \$8,237.
6004	External Audit	2,396	External Audit cost is estimated @ \$96/mo X FTE = \$2,396 annually.
6005	Insurance (Liability):	1,797	Liability Insurance cost is estimated @ \$72/mo X FTE = \$1,797 annually.
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (Admin Overhead)	31,693	Administrative overhead is allocated at approxmaetly 8% annually.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		1,000	
7001	Computer Equipment & Software	1,000	Purchase additional mobile laptops/tablets and software for satellite site estimated cost @ \$1,000.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	400,000
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	400,000
BUDGET CHECK:	-

INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101	CHIP CEO (EQ)	0.03	4,050		\$ 4,050
1102			-		-
1103			-		-
1104					-
1105					-
1106					-
1107					-
1108					-
1109					-
1110					-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.03	\$ 4,050		\$ 4,050
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director (MB)	0.25		\$ 20,777	\$ 20,777
1117	Program Manager (SS)	0.50		25,310	25,310
1118	Program Outreach Coordinator (TBD)	1.00		52,644	52,644
1119	Program Evaluator	0.25		16,086	16,086
1120	CHIP Office Manager (TS)	0.05		3,256	3,256
1121				-	-
1122				-	-
1123				-	-
1124				-	-
1125				-	-
1126				-	-
1127				-	-
1128				-	-
1129				-	-
1130				-	-
1131				-	-
1132				-	-
1133				-	-
1134				-	-
Direct Personnel Program Salaries Subtotal		2.05		\$ 118,073	\$ 118,073
			Admin	Program	Total
Direct Personnel Salaries Subtotal		2.08	\$ 4,050	\$ 118,073	\$ 122,123
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement				\$ -
1202	Worker's Compensation		-	-	-
1203	Health Insurance		-	-	-
1204	Other (Employee Benefits)		1,460	22,963	24,423
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ 1,460	\$ 22,963	\$ 24,423
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ 138	\$ 1,175	\$ 1,313
1302	FICA/MEDICARE		591	5,026	5,617
1303	SUI		238	238	476
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 967	\$ 6,439	\$ 7,406
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
			\$ 6,477	\$ 147,475	\$ 153,952

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	4%	96%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ -

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 1,500
3002	Printing/Postage	4,500
3003	Office, Supplies & Program Equipment	2,000
3004	Advertising	2,000
3005	Staff Development & Training	4,000
3006	Staff Mileage	2,000
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	2,000
3009	Other (Staff Travel-Out of County)	6,000
3010	Other (Lodging)	8,000
3011	Other (Information Technology)	3,000
3012	Other (Covening Expenses)	22,332
DIRECT OPERATING EXPENSES TOTAL:		\$ 57,332

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ -
4002	Rent/Lease Building	3,389
4003	Rent/Lease Equipment	1,000
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities	-
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (Specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 4,389

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 137,204
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	2,000
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 139,204

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	8,237
6004	External Audit	2,396
6005	Insurance (Liability):	1,797
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Other (Admin Overhead)	31,693
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 44,123

INDIRECT COST RATE	12.40%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computers & Software	\$ 1,000
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 1,000

TOTAL PROGRAM EXPENSES	\$ 400,000
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 400,000
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 400,000

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 400,000
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NET PROGRAM COST:	\$ -
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INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2024-25

PARTIAL FTE DETAIL

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
CHIP CEO (EQ)	CHIP/ILA/Fresno	0.03
	CHIP/ILA/San Diego	99.97
Total		100.00

Position	Contract #/Name/Department/County	FTE %
Program Director (MB)	CHIP/ILA/Fresno	0.25
	CHIP/ILA/San Diego	0.75
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Outreach Coordinator	CHIP/ILA/Fresno	1.00
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Evaluator	CHIP/ILA/Fresno	0.25
	CHIP/ILA/San Diego	0.75
Total		1.00

Position	Contract #/Name/Department/County	FTE %
CHIP Office Manager (TS)	CHIP/ILA/Fresno	0.05
	CHIP/ILA/San Diego	0.95
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Total		0.00

Position	Contract #/Name/Department/County	FTE %

Total		<u>0.00</u>

Position	Contract #/Name/Department/County	FTE %
Total		<u>0.00</u>

INDEPENDENT LIVING ASSOCIATION
Community Health Improvement Partners
Fiscal Year (FY) 2024-25 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		153,952	
Administrative Positions		4,050	
1101	CHIP CEO (EQ)	4,050	The Program Director will oversee the development, strategic direction, stakeholder engagement, evaluation direction, and all programmatic changes to adjust to changing community needs of the Fresno Independent Living Association and its staff.
1102		-	
1103		-	
1104		-	
1105		-	
1106		-	
1107		-	
1108		-	
1109		-	
1110		-	
1111		-	
1112		-	
1113		-	
1114		-	
1115		-	
Program Positions		118,073	
1116	Program Director (MB)	20,777	The Program Director will oversee the development, strategic direction, stakeholder engagement, evaluation direction, and all programmatic changes to adjust to changing community needs of the Fresno Independent Living Association and its staff.
1117	Program Manager (SS)	25,310	The Program Manager will oversee Outreach Coordinator staff and be responsible for tracking program implementation and program alignment activities. The Program Manager will supervise the onsite Outreach Coordinator.
1118	Program Outreach Coordinator (TBD)	52,644	The Program Outreach Coordinator will oversee all local community outreach activities. Outreach Coordinator will be responsible for collecting needs assessment data via focus groups and other ILA methods to inform the development of the program for the Fresno community.
1119	Program Evaluator	16,086	Program Evaluator @ \$5,362/month x 12 months x 25% FTE = \$16,086. The Program Evaluator will oversee all program evaluation activities including developing measurement metrics, data collection tools, data analysis, and program development and outcome report for the program.
1120	CHIP Office Manager (TS)	3,256	The CHIP Office Manager manages all ILA accounting records, office operations, and processes payments for ILA subcontractors. Leads CHIP Human Resources and payroll for onsite and offsite satellite staff.
1121		-	
1122		-	
1123		-	
1124		-	
1125		-	
1126		-	
1127		-	
1128		-	
1129		-	
1130		-	
1131		-	
1132		-	
1133		-	
1134		-	
Direct Employee Benefits			
1201	Retirement	-	
1202	Worker's Compensation	-	
1203	Health Insurance	-	
1204	Other (Employee Benefits)	24,423	The cost of benefits of other than OSADI, FICA/MEDICARE and SUI are budgeted at \$24,423 (Medical, Vision, Life, Dental).
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		7,406	

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1301	OASDI	1,313	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1302	FICA/MEDICARE	5,617	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1303	SUI	476	The cost of payroll taxes including OSADI, FICA/MEDICARE and SUI are budgeted at \$7,406
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	

2000: DIRECT CLIENT SUPPORT				
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	-	
	2010	Utility Vouchers	-	
	2011	Other (specify)	-	
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES				
			57,332	
	3001	Telecommunications	1,500	Local, long distance, internet & cell phone services cost @ \$125/month x 12 months = \$1,500 annually.
	3002	Postage Printing & Reproduction	4,500	The cost of postage, printing and reproduction is estimated at \$4,500 annually.
	3003	Office, Supplies & Program Equipment	2,000	General office supplies cost @ \$166.67/month x 12 months = \$2,000 annually.
	3004	Advertising	2,000	Printing on local newspaper and ethnic prints, estimated cost @ 166.67/month x 12 months = \$2,000 annually.
	3005	Staff Development & Training	4,000	Registration fees for workshops and other staff training/development activities are estimated @ \$333.33/month x 12 months = \$4,000 annually
	3006	Staff Mileage	2,000	Local travel for staff to attend meeting/trainings cost is estimated \$2,000 annually.
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	2,000	Vehicle Maintenance is estimated at \$2,000 annually.
	3009	Other (Staff Travel-Out of County)	6,000	Staff travel out of County to attend trainings in San Diego (for Fresno staff) and Fresno (for SD staff) estimated at \$500/mo x 12 months = \$6,000 annually.
	3010	Other (Lodging)	8,000	Hotel costs in San Diego (for Fresno staff) and Fresno (for SD staff) during business travel is estimated at \$8,000 annually.
	3011	Other (Information Technology)	3,000	IT support needs estimated @ \$250/month x 12 months= \$3,000 annually.
	3012	Other (Covering Expenses)	22,332	Expenses for meetings is estimated \$22,332 annually.

4000: DIRECT FACILITIES & EQUIPMENT				
			4,389	
	4001	Building Maintenance	-	
	4002	Rent/Lease Building	3,389	CHIP office space for SD staff workign on Fresno program is estimated @ \$353/mo for 0.8 FTE = \$3,389 annually.
	4003	Rent/Lease Equipment	1,000	Lease copy machines and other equipment at satellite location is estimated @ \$83.33/month x 12 months= \$1,000 annually.
	4004	Rent/Lease Vehicles	-	
	4005	Security	-	
	4006	Utilities	-	
	4007	Other (specify)	-	
	4008	Other (specify)	-	
	4009	Other (specify)	-	
	4010	Other (Specify)	-	

5000: DIRECT SPECIAL EXPENSES				
			139,204	
	5001	Consultant (Network & Data Management)	137,204	Consultants for website design and maintenance, curriculum development, and legal counsel are estimated at \$137,204 per year.
	5002	HMIS (Health Management Information System)	-	
	5003	Contractual/Consulting Services (Specify)	-	
	5004	Translation Services	2,000	Translation services are estimated at \$2,000 per year.
	5005	Other (specify)	-	
	5006	Other (specify)	-	

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		44,123	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	8,237	Accounting/Bookkeeping are estimated at \$330/mo X FTE x 12 months = \$8,237.
6004	External Audit	2,396	External Audit cost is estimated @ \$96/mo X FTE = \$2,396 annually.
6005	Insurance (Liability):	1,797	Liability Insurance cost is estimated @ \$72/mo X FTE = \$1,797 annually.
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	Other (Admin Overhead)	31,693	Administrative overhead is allocated at approxmaetly 8% annually.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		1,000	
7001	Computer Equipment & Software	1,000	Purchase additional mobile laptops/tablets and software for satellite site estimated cost @ \$1,000.
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	400,000
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	400,000
BUDGET CHECK:	-

ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of _____
 County in the use of an electronic signature in _____ County.

The undersigned understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

- I agree that my electronic signature will be valid for one year from date of issuance or earlier if it is revoked or terminated per the terms of this agreement.
- I will be notified and given the opportunity to renew my electronic signature each year prior to its expiration. The terms of this Agreement shall apply to each such renewal.
- I will use my electronic signature to establish my identity and sign electronic documents and forms.
- I am solely responsible for protecting my electronic signature.
- If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the County Alcohol and Drug Administrator or his/her designee and request that my electronic signature be revoked.
- I will then immediately cease all use of my electronic signature.
- I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.
- I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way.
- I understand that I may also request revocation at any time for any other reason.
- If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.
- I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor
 Signature _____ Date _____
 Requestor
 Printed Name _____
 Approver
 Signature _____ Date _____
 Title _____

Exhibit G

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
 - (i) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (ii) alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

Exhibit H

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

Fresno County Mental Health Plan (MHP) provides beneficiaries with a grievance and appeal process and an expedited appeal process to resolve grievances and disputes at the earliest and the lowest possible level.

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file for a State Fair Hearing

The MHP has developed a Consumer Guide, a beneficiary rights poster, a grievance form, an appeal form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give the individuals served copies of all current beneficiary information at intake and annually thereafter.

Beneficiaries have the right to use the grievance and/or appeal process without any penalty, change in mental health services, or any form of retaliation. All Medi-Cal beneficiaries can file an appeal or state hearing.

Grievances and appeals forms and self addressed envelopes must be available for beneficiaries to pick up at all provider sites without having to make a verbal or written request. Forms can be sent to the following address:

Fresno County Mental Health Plan
P.O. Box 45003
Fresno, CA 93718-9886
(800) 654-3937 (for more information)
(559) 488-3055 (TTY)

Provider Problem Resolution and Appeals Process

The MHP uses a simple, informal procedure in identifying and resolving provider concerns and problems regarding payment authorization issues, other complaints and concerns.

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

Exhibit H

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has begun, when the complaint concerns a denied or modified request for MHP payment authorization, or the process or payment of a provider’s claim to the MHP.

Payment authorization issues – the provider may appeal a denied or modified request for payment authorization or a dispute with the MHP regarding the processing or payment of a provider’s claim to the MHP. The written appeal must be submitted to the MHP within 90 calendar days of the date of the receipt of the non-approval of payment.

The MHP shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

If the appeal concerns a denial or modification of payment authorization request, the MHP utilizes a Managed Care staff who was not involved in the initial denial or modification decision to determine the appeal decision.

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

Other complaints – if there are other issues or complaints, which are not related to payment authorization issues, providers are encouraged to send a letter of complaint to the MHP. The provider will receive a written response from the MHP within 60 calendar days of receipt of the complaint. The decision rendered by the MHP is final.

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.

Exhibit K

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit K

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit K

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) [The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit K

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

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)

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.

Exhibit N

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit N

(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 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> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <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> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <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

Exhibit Q
Data Security

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

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

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

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.

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

Exhibit Q Data Security

1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit Q.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit Q.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit Q.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit Q;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit Q
Data Security

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

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

3. Information Security

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

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

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

- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit Q Data Security

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

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit Q. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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

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

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: 559-600-5900, followed promptly by email at the following email address: incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit Q, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

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

Exhibit Q Data Security

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

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

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit Q, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit Q.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit Q. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.