

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated January 28, 2025 and is between Kings View, a California non-profit corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The California Welfare and Institutions Code (W&I), Sections 5510-5514 mandates County Mental Health Plans to provide mental health patients’ rights advocacy services. County, through its Department of Behavioral Health (DBH), has a need for a Patients’ Rights Advocacy program to provide services at various psychiatric hospitals/acute psychiatric programs, emergency rooms, and applicable behavioral health programs for adults, adolescents, and children.

B. On October 22, 2024, the County issued a Request for Proposal (RFP) No. 25-021, which solicited bids for a Patients’ Rights Advocate Program. On November 5, 2024, the County issued Addendum Number One; the RFP and Addendum Number One will be collectively known as the RFP.

C. One bid was received in response to the RFP, which was reviewed by a bid evaluation panel; the panel recommended to award services to the Contractor.

D. The Contractor represents that it can satisfactorily provide the services described in this Agreement, pursuant to the terms of the Agreement.

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. Additionally, Contractor shall comply with laws and  
3 regulations specific to the Fresno County Behavioral Health Requirements as required in Exhibit  
4 B.

## 5 **Article 2**

### 6 **Compensation, Invoices, and Payments**

7 2.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
8 the performance of its services under this Agreement as described in Exhibit C.

9 2.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
10 under this Agreement for the period of contract effective date through June 30, 2025, shall not  
11 exceed Ninety One Thousand Six Hundred Sixty Seven and No/100 Dollars (\$91,667.00) which  
12 is not a guaranteed sum but shall be paid only for services rendered and received.

13 The maximum amount payable to Contractor under this Agreement for the  
14 period of July 1, 2025 through June 30, 2026 is Two Hundred Twenty Thousand and No/100  
15 Dollars (\$220,000.00), which is not a guaranteed sum but shall be paid only for services  
16 rendered and received.

17 The maximum amount payable to Contractor under this Agreement for the period of  
18 July 1, 2026 through June 30, 2027 is Two Hundred Twenty Thousand and No/100 Dollars  
19 (\$220,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
20 received.

21 The maximum amount payable to Contractor under this Agreement for the period of July  
22 1, 2027 through June 30, 2028 is Two Hundred Twenty Thousand and No/100 Dollars  
23 (\$220,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
24 received.

25 The maximum amount payable to Contractor under this Agreement for the period of July  
26 1, 2028 through June 30, 2029 is Two Hundred Twenty Thousand and No/100 Dollars  
27 (\$220,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
28 received.

1 The maximum amount payable to Contractor under this Agreement for the period of July  
2 1, 2029 through June 30, 2030 is Two Hundred Twenty Thousand and No/100 Dollars  
3 (\$220,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
4 received.

5 In no event shall the maximum contract amount for all services provided by the  
6 Contractor to County under the terms and conditions of this Agreement be in excess of One  
7 Million One Hundred Ninety-One Thousand Six Hundred Sixty Seven and No/100 Dollars  
8 (\$1,191,667.00) during the entire term of the Agreement. It is understood that all expenses  
9 incidental to Contractors' performance of services under this Agreement shall be borne by  
10 Contractor.

11 The Contractor acknowledges that the County is a local government entity, and does so  
12 with notice that the County's powers are limited by the California Constitution and by State law,  
13 and with notice that the Contractor may receive compensation under this Agreement only for  
14 services performed according to the terms of this Agreement and while this Agreement is in  
15 effect, and subject to the maximum amount payable under this section. The Contractor further  
16 acknowledges that County employees have no authority to pay the Contractor except as  
17 expressly provided in this Agreement.

18 **2.3 Invoices.** The Contractor shall submit monthly invoices in arrears by the fifteenth  
19 (15<sup>th</sup>) day of each month, in a format directed by County. Contractor shall submit invoices  
20 electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2)  
21 dbhinvoices@fresnocountyca.gov; and 3) the assigned County's DBH Staff Analyst. The  
22 Contractor shall submit each invoice within sixty (60) days after the month in which the  
23 Contractor performs services and in any case within sixty (60) days after the end of the term or  
24 termination of this Agreement. At the discretion of County's DBH Director or designee, if an  
25 invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or  
26 designee, shall have the right to withhold payment as to only the portion of the invoice that is  
27 incorrect or improper after five (5) days prior notice to Contractor. Contractor agrees to continue  
28 to provide services for a period of ninety (90) days after notification of an incorrect or improper



1 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
2 the extension whether or not known to the County.

3 **Article 4**

4 **Notices**

5 4.1 **Contact Information.** The persons and their addresses having authority to give and  
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Director, Department of Behavioral Health  
9 County of Fresno  
10 1925 E Dakota Avenue  
11 Fresno, CA 93726

12 **For the Contractor:**

13 Chief Executive Officer  
14 Kings View  
15 1396 W. Herndon Avenue  
16 Fresno, CA 93711

17 4.2 **Change of Contact Information.** Either party may change the information in section  
18 4.1 by giving notice as provided in section 4.3.

19 4.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
23 Document Format (PDF) document attached to an email.

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

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

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

1 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
2 attached to an email is effective when transmission to the recipient is completed (but, if  
3 such transmission is completed outside of County business hours, then such delivery is  
4 deemed to be effective at the next beginning of a County business day), provided that  
5 the sender maintains a machine record of the completed transmission.

6 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
7 nothing in this Agreement establishes, waives, or modifies any claims presentation  
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
9 of Title 1 of the Government Code, beginning with section 810).

10 4.5 **Notification of Changes.** Contractor shall notify County in writing of any change in  
11 organizational name, Head of Service or principal business at least fifteen (15) business days in  
12 advance of the change. Contractor shall notify County of a change of service location at least  
13 six (6) months in advance to allow County sufficient time to comply with site certification  
14 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing  
15 by the County, and no further amendment of the Agreement shall be necessary provided that  
16 such change of address does not conflict with any other provisions of this Agreement.  
17 Contractor must immediately notify County of a change in ownership, organizational status,  
18 licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a  
19 and in no event more than fifteen (15) days of the change.

## 20 **Article 5**

### 21 **Termination and Suspension**

22 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
24 are not allocated, then the County, upon at least 30 days' advance written notice to the  
25 Contractor, may:

- 26 (A) Modify the services provided by the Contractor under this Agreement; or
- 27 (B) Terminate this Agreement.

28 5.2 **Termination for Breach.**

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

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

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

- 9 (1) Obtained or used funds illegally or improperly;
- 10 (2) Failed to comply with any part of this Agreement;
- 11 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 12 (4) Improperly performed any of its obligations under this Agreement.

13 **5.3 Termination without Cause.** In circumstances other than those set forth above, the  
14 County may terminate this Agreement by giving at least 30 days advance written notice to the  
15 Contractor.

16 **5.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
17 under this Article 5 is without penalty to or further obligation of the County.

18 **5.5 County's Rights upon Termination.** Upon termination for breach under this Article  
19 5, the County may demand repayment by the Contractor of any monies disbursed to the  
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
22 demand. This section survives the termination of this Agreement.

## 23 **Article 6**

### 24 **Independent Contractor**

25 **6.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
26 agents, employees, and volunteers, is at all times acting and performing as an independent  
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
28 venturer, partner, or associate of the County.



1 **Article 9**

2 **Inspections, Audits, and Public Records**

3 9.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Contractor's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Contractor's compliance with the terms of this Agreement.

9 9.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 9.3 **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 **9.4 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 10**

8 **Data Security**

9 10.1 Contractor shall comply with data security requirements in Exhibit F to this  
10 Agreement.

11 **Article 11**

12 **Disclosure of Self-Dealing Transactions**

13 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
14 or changes its status to operate as a corporation.

15 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
16 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
17 "Self-Dealing Transaction Disclosure Form" (Exhibit G to this Agreement) and submitting it to  
18 the County before commencing the transaction or immediately after.

19 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
20 a party and in which one or more of its directors, as an individual, has a material financial  
21 interest.

22 **Article 12**

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

24 12.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,  
25 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),  
26 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

1       12.2 **Duty to Disclose.** Contractor must disclose the following information as requested in  
2 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,  
3 Exhibit H:

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

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

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

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

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

20           (B) Disclosures Related to Business Transactions:

21       12.3 The ownership of any subcontractor with whom Contractor has had business  
22 transactions totaling more than \$25,000 during the 12-month period ending on the date of the  
23 request.

24       12.4 Any significant business transactions between Contractor and any wholly owned  
25 supplier, or between Contractor and any subcontractor, during the 5-year period ending on the  
26 date of the request. (42 C.F.R. § 455.105(b).)

27           (A) Disclosures Related to Persons Convicted of Crimes:  
28

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

6 12.5 County shall terminate the enrollment of Contractor if any person with five percent  
7 (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted  
8 of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI  
9 program in the last 10 years.

10 12.6 Contractor must provide disclosure upon execution of Contract, extension for  
11 renewal, and within thirty-five (35) days after any change in Contractor ownership or upon  
12 request of County. County may refuse to enter into an agreement or terminate an existing  
13 agreement with Contractor if Contractor fails to disclose ownership and control interest  
14 information, information related to business transactions and information on persons convicted  
15 of crimes, or if Contractor did not fully and accurately make the disclosure as required.

16 12.7 Contractor must provide the County with written disclosure of any prohibited  
17 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers  
18 or have other relationships with providers Excluded from participation in Federal Health Care  
19 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.  
20 §438.610.

21 12.8 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to  
22 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this  
23 Agreement where any person with five (5) percent or greater direct or indirect ownership interest  
24 in Contractor has been convicted of a criminal offense related to that person's involvement with  
25 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate  
26 this Agreement where any person with five (5) percent or greater direct or indirect ownership  
27 interest in the Contractor did not submit timely and accurate information and cooperate with any  
28 screening method required in C.F,R, Title 42, Section 455.416

1 **Article 13**

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

3 13.1 Applicability. Contractor is required to disclose if any of the following conditions apply  
4 to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred  
5 to as "Contractor"):

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

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

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

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

13 or

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

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

17 13.2 Duty to Disclose. Disclosure of the above information will not automatically eliminate  
18 Contractor from further business consideration. The information will be considered as part of the  
19 determination of whether to continue and/or renew this Agreement and any additional  
20 information or explanation that Contractor elects to submit with the disclosed information will be  
21 considered. If it is later determined that the Contractor failed to disclose required information,  
22 any contract awarded to such Contractor may be immediately voided and terminated for  
23 material failure to comply with the terms and conditions of the award.

24 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other  
25 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit I.  
26 Additionally, Contractor must immediately advise the County in writing if, during the term of the  
27 Agreement: (1) Contractor becomes suspended, debarred, excluded or ineligible for  
28 participation in Federal or State funded programs or from receiving federal funds as listed in the

1 excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions  
2 become applicable to Contractor. Contractor shall indemnify, defend, and hold County harmless  
3 for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility, or other  
4 matter listed in the signed Certification Regarding Debarment, Suspension, and Other  
5 Responsibility Matters.

## 6 **Article 14**

### 7 **General Terms**

8 14.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this  
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
10 by both parties. The Contractor acknowledges that County employees have no authority to  
11 modify this Agreement except as expressly provided in this Agreement.

12 14.2 Notwithstanding the above, non-material changes to services, staffing, and  
13 responsibilities of the Contractor, as needed, to accommodate changes in the laws relating to  
14 service requirements, may be made with the signed written approval of County's DBH Director,  
15 or designee, and Contractor through an amendment approved by County's County Counsel and  
16 the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not  
17 result in any change to the maximum compensation amount payable to Contractor, as stated  
18 herein.

19 14.3 In addition, changes to service rates on Exhibit C that do not exceed 5% of the  
20 approved rate per fiscal year may be made with the written approval of the DBH Director, or  
21 designee, subject to applicable legislation, availability of funds and contractor performance.  
22 Specialty Mental Health Service fee for service rate adjustments by California Department of  
23 Health Care Services shall be considered as a proxy to establish a maximum rate increase each  
24 year, not to exceed 5% in any given year. Contractor may request consideration of a rate  
25 adjustment once per fiscal year. These rate changes may not add or alter any other terms or  
26 conditions of the Agreement. Said modifications shall not result in any change to the annual  
27 maximum compensation amount payable to Contractor, as stated herein.

1       14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
2 under this Agreement without the prior written consent of the other party.

3       14.5 **Governing Law.** The laws of the State of California govern all matters arising from  
4 or related to this Agreement.

5       14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
6 County, California. Contractor consents to California jurisdiction for actions arising from or  
7 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
8 brought and maintained in Fresno County.

9       14.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
12 against either party.

13       14.8 **Days.** Unless otherwise specified, "days" means calendar days.

14       14.9 **Headings.** The headings and section titles in this Agreement are for convenience  
15 only and are not part of this Agreement.

16       14.10 **Severability.** If anything in this Agreement is found by a court of competent  
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
20 intent.

21       14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
22 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
26 all applicable State of California and federal statutes and regulation.

27               Contractor shall take affirmative action to ensure that services to intended Medi-Cal  
28 beneficiaries are provided without use of any policy or practice that has the effect of

1 discriminating on the basis of race, color, religion, ancestry, marital status, national origin,  
2 ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical  
3 condition, genetic information, health status or need for health care services, or mental or  
4 physical disability.

5 14.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
7 performance of any continuing or other obligation of the Contractor and does not prohibit  
8 enforcement by the County of any obligation on any other occasion.

9 14.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
10 between the Contractor and the County with respect to the subject matter of this Agreement,  
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
12 publications, and understandings of any nature unless those things are expressly included in  
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
16 exhibits.

17 14.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
18 create any rights or obligations for any person or entity except for the parties.

19 14.15 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 14.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual  
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
2 electronically scanned and transmitted (for example by PDF document) version of an  
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section  
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 14.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
20 original, and all of which together constitute this Agreement.

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

KINGS VIEW

COUNTY OF FRESNO

Signed by:

Amanda Nugent Divine

Amanda Nugent Divine, PhD, CEO

Ernest Buddy Mendes

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

1396 W. Herndon Ave  
Fresno, CA 93711

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

By: Hanan  
Deputy

For accounting use only:

Org No.: 5630/2494/2112/2666  
Account No.: 7295  
Fund No.:0001  
Subclass No.:10000

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## **SCOPE OF SERVICES**

### **I. PROGRAM NAME:** Patients' Rights Advocate Program

### **II. BACKGROUND**

The Fresno County Department of Behavioral Health (DBH) Director is responsible for the provision of Patients' Rights Advocate (PRA) services in Fresno County, as indicated in the Welfare and Institutions Code (WIC) Division 5, Part 1, Chapter 6.2, Article 3, § 5000 et seq.

Contractor shall be knowledgeable of the regulatory requirements related to PRA services including but not limited to the following:

- a. Knowledge of patients' rights in institutional and community facilities.
- b. Knowledge of civil commitment statutes and procedures.
- c. Knowledge of state and federal laws and regulations affecting recipients of mental health services.
- d. Ability to work effectively and respectfully with service recipients and providers, public administrators, community groups, and the judicial system.
- e. Skill in interviewing and counseling persons served, including giving information and appropriate referrals.
- f. Ability to investigate and assess complaints and screen for legal problems.
- g. Knowledge of administrative and judicial due process proceedings in order to provide representation at administrative hearings and to assist in judicial hearings when necessary to carry out the intent of Section 5522 regarding cooperation between advocates and legal representatives.
- h. Knowledge of, and commitment to, advocacy ethics and principles.

### **III. TARGET POPULATION**

Individuals who are receiving mental health services in Lanterman Petris Short (LPS) designated facilities and non-designated facilities who may be on a hold or admitted voluntarily in Fresno County.

All individuals who are requesting or receiving services from the Fresno County Mental Health Plan (MHP) may contact the PRA.

### **IV. DESCRIPTION OF SERVICES**

- a. Summary of Services

- i. Contractor shall provide services in accordance with the DBH Guiding Principles of Care Delivery. The duties of advocates shall include, but not be limited to, the following:
  1. Receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of WIC Division 5 (commencing with Section 5000).
    - a. Conduct investigations if there is probable cause to believe that the rights of a past or present recipient of mental health services have been, may have been, or may be violated.
    - b. Contractor shall have access to persons served and records in accordance to WIC 5530-5546, to investigate and resolve complaints.
  2. Monitor mental health facilities, services and programs for compliance with statutory and regulatory patients' rights provisions. Contractor shall focus on LPS designated facilities. However, other levels of care may be added depending on resources. Each LPS designated facility shall be monitored annually.
    - a. Monitoring activities shall include but are not limited to the following: in person walk throughs, interviewing key staff, and identifying opportunities for bolstering care and individual rights at the facility;
    - b. Monitoring facilities are designed to find system wide barriers rather than single occurrences and review far reaching barriers to individual rights;
    - c. Contractor shall develop a monitoring plan and tool which will be reviewed by DBH prior to use.
  3. Provide training and education about mental health law and patients' rights to mental health providers upon request by the provider or DBH. Trainings may be in person or virtual.
    - a. Training and outreach will span an array of topics including but not limited to The Commitment Process, Patients' Rights: Observance and Denial, Informed Consent and Capacity Hearings, Avoiding Seclusion and Restraint with Less Restrictive Interventions, Clients' Rights to Participate in Assessment and Treatment Planning, Use and Misuse of Behavioral Health Information, Conservatorship Process and Protections, and Medical Treatment Decision Making. Contractor recognizes that these training courses may need to be expanded to meet local needs in partnership with Fresno County.
  4. Ensure that recipients of mental health services in all licensed health and community care facilities are notified of their rights.

5. Exchange information and cooperate with the California Office of Patients' Rights.
6. Be notified anytime a person placed on a WIC 5150 hold is held longer than 72 hours, including when the person is certified for intensive treatment pursuant to WIC 5250.
7. Ensure patients subjected to certification review and/or capacity hearings are provided with a PRA. Contractor shall ensure to meet the appropriate legal time frames pursuant to WIC, Division 5, Article 4.
8. Assist with the review and revision of policies and procedures which are critical components of effective advocacy. Establishing good policies and procedures sets the groundwork for improving facility operations: good policy and procedures promote good practice.
9. Provide relief/backup coverage for advocate staff in the event of illness and vacation.
10. Reporting
  - a. Report to and work with the DBH Director or their designee to ensure local compliance with state law regarding rights of individuals receiving psychiatric services, including but not limited to services outlined in this Scope of Work.
  - b. Provide monthly and quarterly reports as required or requested by DBH, the Behavioral Health Board, State Patients' Rights Office, or State directive or mandate.
  - c. Hearings: Hearing activity and outcome shall be logged and provided in a secure electronic format to the DBH Director and/or designee on a monthly basis by the 10th of each month. Report of notification and hearing activity must include, but not be limited to:
    1. Documentation of notification of rights for each individual served.
    2. Date, start/end time of hearing, method of hearing (in person or telehealth) location, outcome of hearing for each individual served.
    3. Identification of family/support system present at hearing.
    4. Person served demographics including but not limited to age, gender identity, and ethnicity.
  - d. Training: Logs including but not limited to date, facility, training topic, training materials and attendance
  - e. Facility Monitoring: Date, PRA Staff, Facility Name, Results

11. Invoices:

Submit monthly invoices to include the time period services were provided and the programs, departments/agencies and exact facilities services were provided. Invoice must also be accompanied by all required reports requested by the DBH Director, or designee.

12. Grievances/Complaints:

- a. Develop and implement a format for the recording of patients' rights grievances and the disposition of each grievance. Such a format shall indicate both the level of care provided to the individual, conservatorship status, voluntary or involuntary treatment status, facility, nature of the grievance, validity of the grievance, disposition of the grievance, person served demographics and any other information deemed necessary by the DBH Director or designee.
- b. Report significant patients' rights grievances to the DBH Director, or designee, as soon as possible, verbally and in writing no later than five (5) days after receipt of grievance in the event of facility violation, harm/death to person served or other significant event requiring immediate notification and action. Monthly reports of patients' rights complaints shall be prepared for the DBH Director or designee, including verbal and written response when required. Monthly and quarterly reports detailing the work accomplished during the reporting period and problems, existing or anticipated, shall be brought to the attention of respective DBH Director or designee.
- c. Make available the files maintained by the Patients' Rights Advocate to authorized representative from DBH upon request. Contractor shall meet with DBH officials to determine authorized representative.

13. Have a working knowledge of the LPS Act and maintaining current on evolving policy and law changes.

14. Strictly adhere with all applicable Federal (including HIPAA laws), State of California and/or local laws and regulations relating to confidentiality and protected health information. Contractor shall comply with DBH policies and procedures pertaining to PRA services.

15. Provide/demonstrate ability to access competent and appropriate linguistic services in the identified individual's language of choice and have a working knowledge of accessing and utilizing qualified staff /third-party interpreters or language lines during interview and hearing certification processes, complaints/grievances and investigations or other related services. Interpretation services will be at the cost of the PRA.

16. Provide advocates who are aware of the cultural differences in the treatment of mental health. It is essential that the advocate, in doing their job, is aware of the dynamic that culture plays in competent service representation. In representing and promoting the rights and interests of an individual, the advocate must be aware that it is the individual's voice

that is being heard and represented and that sensitivity to the cultural context of the individual is recognized. This will require an ongoing commitment by patients' right advocates being knowledgeable of and promoting cultural understanding and self-awareness. Patients' Rights Advocate shall be required to adhere to the Department's Cultural Competency requirements.

ii. SPECIFIC REQUIREMENTS

1. HEARINGS

a. The duties of the contracted Patients' Rights Advocate shall include, but not be limited to the following:

1. The PRA shall function as the individual's representative in all certification review hearings.
2. Contractor shall interview the individual prior to the hearing to review the nature and purpose of the hearing, possible results, role of the participants, how the hearing will be conducted, evidence that will be considered, questions that will be asked during the hearing.
3. Contractor shall gather evidence to represent the individual and involve family/loved ones if appropriate. This shall include a review medical records as permitted by statute.
4. In Fresno County, as soon as a Riese petition is filed, the public defender is appointed to represent the patient in that hearing. The PRA shall answer questions for the patients about capacity hearings.
5. Contractor shall work collaboratively with the Certification Hearing Officers and agencies in scheduling hearings.
6. As the person designated by the County, the PRA shall inform the detained person of their rights with respect to certification hearings when in a non-designated facility pursuant to WIC 5256(b).

2. RECEIVE/ INVESTIGATE GRIEVANCES/COMPLAINTS AND COORDINATE COUNTY-APPROVED ADVOCACY ACTIVITIES

a. The duties of the contracted Patients' Rights Advocate shall include, but not be limited to the following:

1. Deliver advocate services to provide both information/referral and grievance resolution services to persons served and family/support members. Information and referral may involve a brief explanation of legal rights and available services. Grievance resolution activities are the services provided when an individual or family/support member alleges a violation of her/his rights.

Grievance resolution can range from a simple phone call to a provider to multiple interviews, record reviews and written correspondence. Every effort should be made to resolve complaints at the lowest level.

2. Receive and investigate complaints from or concerning recipients of mental health services residing in licensed health or community care facilities regarding abuse, unreasonable denial, or punitive withholding of rights guaranteed under the provisions of Division 5 (commencing with Section 5000) of the Welfare and Institutions Code. Contractor shall respond and attempt to resolve each grievance within two (2) business days.
3. If the individual in care conveys dissatisfaction with the proposed action, Contractor shall email the DBH Director or designee, with a copy to the assigned DBH Staff Analyst.
4. Contractor shall provide written materials as part of complaint resolutions. Written materials may include correspondence, memoranda, and/or formal complaints. Written materials shall include legal references, summary of the complaint, and may include recommendations for a solution.
5. Contractor shall ensure to collaborate with the facility as they may be bound by policies and regulations.
6. To provide training and education about mental health law and patients' rights to mental health providers as requested and scheduled through County designee.
7. To act as the local consultant in the area of patients' rights. Act as a liaison between the DBH and individual or family members, the community, county and state agencies and the Behavioral Health Advisory Board.
8. To confer and meet with DBH administration regarding programs, policies, procedures, and operational issues regarding the advocacy program.

b. Location of Services:

- i. Services are offered to both rural and metro areas of Fresno County at LPS designated and non-designated facilities. Below includes the current facilities in which services are provided and are subject to change.

1. LPS Designated Facilities

- a. Fresno Community Hospital and Medical Center  
dba Community Behavioral Health Center  
7171 Cedar Ave. Fresno CA 93720
- b. Exodus Recovery, Inc.

Psychiatric Health Facility (PHF) Adult  
3127 N. Millbrook Ave., Fresno CA 93703

- c. Central Star Behavioral Health, Inc.  
Psychiatric Health Facility (PHF) Youth  
3115 N. Millbrook Ave., Fresno CA 93703
- d. Veterans Administration  
Central California Health Care System  
2615 Clinton Ave., Fresno CA 93703
- e. Exodus Recovery, Inc.  
Fresno Crisis Stabilization Center – Adult  
4411 E. Cesar Chavez Blvd., Fresno CA 93702
- f. Exodus Recovery, Inc.  
Fresno Crisis Stabilization Center – Youth  
4411 E. Cesar Chavez Blvd., Fresno CA 93702

2. Non-Designated Facilities

- a. Community Regional Medical Centers (Clovis and Fresno)  
2823 Fresno St., Fresno, CA 93721  
2755 Herndon Ave., Clovis, CA 93611
- b. Saint Agnes Medical Center  
1303 E Herndon Ave, Fresno, CA 93720
- c. Kaiser Medical Center  
7300 N Fresno St, Fresno, CA 93720

- ii. Services may be provided via telehealth or in person. Contractor shall comply with facility and person served preferences for services. Contractor shall be knowledgeable and have the proper tools to provide services via telehealth.

c. Hours of Operation:

Services shall be provided to meet the regulatory timeframes for advisements and hearings. Hours of operation are Monday through Friday, 8:00 AM to 5:00 PM and afterhours as needed. Weekends and afterhours are by appointment or as needed. Any changes to hours of operation will need approval from DBH.

Due to the possibility of a person served being transferred or discharged, confirmation of persons served and hearings scheduled in non-designated facilities often are received after 5pm the day prior. Contractor shall be flexible for appropriate response and coordination.

Contractor shall be flexible with hours of operation to meet accessibility needs of individuals and/or family members.

d. Referral Sources and Referral Process:

Contractor shall collaborate with DBH and partners including but not limited to the Hearing Officers and facilities, to ensure hearings are scheduled in accordance with regulatory requirements.

e. County shall:

- i. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with DHCS and or other oversight agencies in regard to program administration and outcomes.
- ii. Assist Contractor in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
- iii. Participate in evaluating overall program progress and efficiency and be available to Contractor for ongoing consultation.
- iv. Gather outcome information from target person served groups and Contractor throughout each term of this Agreement. County shall notify Contractor when their participation is required. The performance outcome measurement process shall not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, data analysis and other methods of obtaining required information. To comply with changing regulations, outcome and data tracking requirements are expected to change and County will inform and work with the Contractor to adapt throughout the term of the agreement.
- v. Assist Contractor efforts toward cultural and linguistic responsiveness by providing technical assistance regarding cultural responsiveness requirements.

**V. STAFFING**

a. Staffing Plan

- i. Contractor shall ensure appropriate and adequate staffing to provide services under this agreement.
- ii. Contractor will provide staff names and contact information to DBH to be shared with designated and non-designated facilities.

b. Staff Training

- i. Contractor shall ensure staff complete the necessary training to provide services under this agreement.

**VI. OUTCOMES/PERFORMANCE MONITORING**

Contractor shall develop protocols and a Quality Improvement Work Plan that includes the quality metrics set forth by Fresno County. These outcomes will serve as the minimum standards for the program to be evaluated. Contractor shall provide outcome data as requested by DBH.

# Fresno County Behavioral Health Requirements

## I. General Requirements

- a. **Guiding Principles.** Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B – Attachment A, “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Rights of Persons Served.** Contractor shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractor shall inform every person served of their rights as set forth in Exhibit B – Attachment B.
- c. **Licenses/Certificates.** Throughout the term of this Agreement, Contractor and Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. Contractor shall notify County immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, Contractor and Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
- d. **Additional Responsibilities.** The parties acknowledge that, during the term of this Agreement, the Contractor will hire, train, and credential staff, and County will perform additional staff credentialing to ensure compliance with State and Federal regulations, if applicable.
- e. **Subcontracts.** Contractor shall obtain written approval from County’s Department of Behavioral Health Director, or designee, before subcontracting any of the services delivered under this Agreement. County’s Department of Behavioral Health Director, or designee, retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.

Contractor shall be held primarily responsible by County for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by County's Department of Behavioral Health Director, or designee. The use of subcontractors by Contractor shall not entitle Contractor to any additional compensation that is provided for under this Agreement.

- f. **Reports.** The Contractor shall submit the following reports and data:
  - i. **Outcome Data.** Contractor shall submit to County program performance outcome data, as requested. Outcome data and outcome requirements are subject to change at County's discretion.
  - ii. **Additional Reports.** Contractor shall also furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that Contractor fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for County to withhold monthly payments until there is compliance. In addition, Contractor shall provide written notification and explanation to County within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.
- g. **Compliance with Behavioral Health Specific Laws.**
  - i. Contractor shall provide services in conformance with all applicable State and Federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:
    - 1. California Code of Regulations, Title 9;
    - 2. California Code of Regulations, Title 22;
    - 3. California Welfare and Institutions Code, Division 5;
    - 4. United States Code of Federal Regulations (CFR), Title 42, including but not limited to Parts 438 and 455;
    - 5. United States CFR, Title 45;
    - 6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
    - 7. Balanced Budget Act of 1997;
    - 8. Health Insurance Portability and Accountability Act (HIPAA); and

9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of County's, state or federal contracts governing services for persons served.
  - ii. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.
  - iii. Contractor recognizes that County operates its mental health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors. Contractor shall adhere to all State requirements, including those identified in Exhibit B – Attachment C, "State Behavioral Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement.
- h. **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.
- i. **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractor's programs, in order to ensure compliance with the terms and conditions of this Agreement.
- j. **Confidentiality.** All services performed by Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.
- k. **Health Information Portability and Accountability Act (HIPAA).** Contractor shall comply with HIPAA requirements as required in Exhibit B – Attachment D.

- I. **Physical Accessibility.** Physical Accessibility. In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.
- m. **Publicity Prohibition.**
  - i. **Self-Promotion.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
  - ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit A of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County's DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.
- n. **Child Abuse Reporting Act.**
  - i. Contractor shall establish a procedure acceptable to the County's DBH Director, or designee, to ensure that all of the Contractor's employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall include:
    - 1. A requirement that all Contractor's employees, consultants, subcontractors or agents performing services shall sign a statement that they know of and will comply with the reporting requirements as defined in Penal Code section 11166(a).
    - 2. Establishing procedures to ensure reporting even when employees, consultants, subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

## II. Assurances

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

- a. In entering into this Agreement, Contractor certifies that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of this Agreement.
- b. In entering into this Agreement, Contractor certifies, that the Contractor does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly exclusion and suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US Department of Health and Human Services (DHHS):
  - i. [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - Office of Inspector General's List of Excluded Individuals/Entities (LEIE) Federal Exclusions
  - ii. [www.sam.gov/content/exclusions](http://www.sam.gov/content/exclusions) - General Service Administration (GSA) Exclusions Extract
  - iii. [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
  - iv. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
  - v. Any other database required by DHCS or US DHHS.
- c. In entering into this Agreement, Contractor certifies, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
- d. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- e. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

- f. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPDES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
- g. If Contractor finds a provider that is excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, must treat any payments made to an excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

### **III. Inspection and Audit Requirements**

- a. **Internal Auditing.** Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder.

Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County as requested by the County.

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

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

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

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

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

- i. Identification of Fraud, Waste or Abuse as defined in federal regulation
    1. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
    2. Definitions for “fraud,” “waste,” and “abuse” can also be found in the Medicare Managed Care Manual available at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals>
  - ii. Overpayment of Contractor by County due to errors in claiming or documentation.
  - iii. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to County will be due within forty-five (45) days of notification by County, or County shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to County under this or any other Agreement between the County and Contractor.
- d. **Cooperation with Audits.** Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

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

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

Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event

Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

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

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

audit. Audit work performed by County under this paragraph shall be billed to Contractor at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

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

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

#### IV. **Right to Monitor**

- a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.
- b. **Accessibility.** Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General

or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

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

- c. **Cooperation.** Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
- d. **Probationary Status.** County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.
- e. **Record Retention.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including grievance and appeal records, and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including

working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.

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

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

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

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

- g. **Financial Reports.** Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.
- h. **Agreement Termination.** In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
- i. **Facilities and Assistance.** Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of

their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.

- j. **County Discretion to Revoke.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.
- k. **Site Inspection.** Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractor.

## V. **Complaint Logs and Grievances**

- a. **Documentation.** Contractor shall log complaints and the disposition of all complaints from a person served or their family. Contractor shall provide a copy of the detailed complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor shall allow beneficiaries or their representative to file a grievance either orally, or in writing at any time with the Mental Health Plan. In the event Contractor is notified by a beneficiary or their representative of a discrimination grievance, Contractor shall report discrimination grievances to the Mental Health Plan within 24 hours. The Contractor shall not require a beneficiary or their representative to file a Discrimination Grievance with the Mental Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- b. **Rights of Persons Served.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 CFR § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

- c. **Incident Reporting.** Contractor shall file an incident report for all incidents involving persons served, following County DBH's Incident Reporting protocol.

## **VI. Compliance Requirements**

### **a. Internal Monitoring and Auditing**

- i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.
  - 1. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
  - 2. Contractor shall bill only for those eligible services actually rendered which are also fully documented.
  - 3. Contractor shall ensure all employees/service providers maintain current licensure/certification/registration/waiver status as required by the respective licensing/certification Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
- ii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractor at its request.

### **b. Compliance Program**

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

recommended by the United States Department of Health and Human Services, Office of Inspector General.

- ii. Contractor's Compliance Program must include the following elements:
  1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.
- iii. Policies and Procedures
  1. Contractor shall have written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.
- iv. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
- v. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- vi. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.

- vii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Compliance Office

1925 E. Dakota Ave. Ste A

Fresno, California 93726

Or send via email to: [DBHCompliance@fresnocountyca.gov](mailto:DBHCompliance@fresnocountyca.gov)

**c. Program Integrity Requirements**

- i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.
- ii. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- iii. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Compliance Office for investigation, review and/or disposition.
- iv. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- v. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- vi. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.

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

**d. Code of Conduct**

- i. Contractor shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
- ii. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
- iii. Contractor shall bill only for eligible services actually rendered and fully documented.
- iv. Contractor shall act promptly to investigate and correct problems if errors in claims or billing are discovered.
- v. Contractor shall comply with County's Code of Conduct and Ethics and the County's Compliance Program in accordance with Exhibit B – Attachment E.

**VII. Quality Management Requirements.**

**a. Reporting.**

Activity Reports. Contractor shall submit to County's DBH by the 10th of each month all monthly activity and budget reports for the preceding month.

- b. Quality Improvement Activities and Participation.** Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 CFR. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to State and Federal requirements and responsibilities, to improve health outcomes and individuals' satisfaction with services over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, individual and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and recredentialing, and person served

grievances. Contractor shall measure, monitor, and annually report to the County on its performance.

## **VIII. Cultural and Linguistic Competency**

- a. **General.** All services, policies and procedures **shall** be culturally and linguistically appropriate. Contractor shall participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all Culturally and Linguistically Appropriate Service (CLAS) standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity including active participation in the County's Diversity, Equity and Inclusion Committee.
- b. **Policies and Procedures.** Contractor shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its language assistance program. Contractor's policies and procedures shall ensure compliance of any subcontracted providers with these requirements.
- c. **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation is available for any language and written translation is available in prevalent languages and that auxiliary aids and services are available upon request, at no cost and in a timely manner for limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities. Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to interpret or facilitate communication; however, if the beneficiary refuses language assistance services, the Contractor must document the offer, refusal, and justification in the file of the person served.
- d. **Interpreter Qualifications.** Contractor shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a language other than English (1) have completed annual training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the language of the person served; (3) can effectively

communicate any specialized terms and concepts specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic principles. As requested by County, Contractor shall identify all who interpret for or provide direct communication to any program beneficiary in a language other than English and identify when the Contractor last monitored the interpreter for language competence.

- e. **CLAS Standards.** Contractor shall submit to County for approval, within ninety (90) days from date of contract execution, Contractor's plan to address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and as set forth in Exhibit B – Attachment F “National Standards on Culturally and Linguistically Appropriate Services”, attached hereto and incorporated herein by reference and made part of this Agreement. As the CLAS standards are updated, Contractor's plan must be updated accordingly. As requested by County, Contractor shall be responsible for conducting an annual CLAS self-assessment and providing the results of the self-assessment to the County. The annual CLAS self-assessment instruments shall be reviewed by the County and revised as necessary to meet the approval of the County.
- f. **Training Requirements.** Cultural responsiveness training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.
- g. **Continuing Cultural Responsiveness.** Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness. Contractor shall designate a representative from Contractor's team to attend County's Diversity, Equity and Inclusion Committee.

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

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#### 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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

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- 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

## **Fresno County Department of Behavioral Health**

### **Guiding Principles of Care Delivery**

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- 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 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 annually at the time their treatment plans are updated and at intake.

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.

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.

## STATE BEHAVIORAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

**STATE CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

**Federal database checks.**

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

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

## **Health Insurance Portability and Accountability Act (HIPAA)**

### **Business Associate Agreement**

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

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

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

2. The Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except

where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. The Contractor shall not use such identifying information or genetic information for any purpose other than carrying out the Contractor's obligations under this Agreement.

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

4. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

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

6. The Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if the Contractor cannot provide access and provides the individual with the reasons for the delay and

the date when access may be granted. PHI shall be provided in the form and format requested by the individual or the County.

The Contractor shall make any amendment(s) to PHI in a designated record set at the request of the County or individual, and in the time and manner designated by the County in accordance with 45 CFR § 164.526.

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

7. The Contractor shall report to the County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which the Contractor becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to the County’s Information Security Officer and Privacy Officer and the County’s Department of Public Health (“DPH”) HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. The Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by the County and shall provide a written report of the investigation and reporting required to the County’s Information Security Officer and Privacy Officer and the County’s DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno  
Department of Public Health

County of Fresno  
Department of Public Health

County of Fresno  
Department of Internal

HIPAA Representative  
(559) 600-6439  
P.O. Box 11867  
Fresno, California 93775

Privacy Officer  
(559) 600-6405  
P.O. Box 11867  
Fresno, California 93775

Services  
Information Security Officer  
(559) 600-5800  
2048 North Fine Street  
Fresno, California 93727

8. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the county, or created or received by the Contractor on behalf of the County, in compliance with Parts the HIPAA Rules. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the County, or created or received by the Contractor on behalf of the County, available to the Secretary upon demand.

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

**9. Safeguards**

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

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

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

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

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

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

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

**10. Mitigation of Harmful Effects**

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

**11. The Contractor's Subcontractors**

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

Nothing in this section 11 or this exhibit authorizes the Contractor to perform services under this Agreement using subcontractors.

**12. Employee Training and Discipline**

The Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or

activities on behalf of the County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

**13. Termination for Cause**

Upon the County's knowledge of a material breach of these provisions by the Contractor, the County will either:

- A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or
- B. Immediately terminate this Agreement if the Contractor has breached a material term of this exhibit and cure is not possible, as determined by the County.
- C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

**14. Judicial or Administrative Proceedings**

The County may terminate this Agreement if: (1) the Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which the Contractor is a party that the Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

**15. Effect of Termination**

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

provided to the County by the Contractor.

**16. Compliance with Other Laws**

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, the Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

**17. Disclaimer**

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

**18. Amendment**

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

**19. No Third-Party Beneficiaries**

Nothing expressed or implied in the provisions of this exhibit is intended to confer, and nothing in this exhibit does confer, upon any person other than the County or the Contractor and

their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**20. Interpretation**

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

**21. Regulatory References**

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

**22. Survival**

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

**23. No Waiver of Obligation**

Change, waiver or discharge by the County of any liability or obligation of the Contractor under this exhibit on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

**FRESNO COUNTY MENTAL 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 mental health services. Mental 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 and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, Contractor, Contractor' employees and subcontractors must sign the Contractor 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 mental 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, persons served, and other mental 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 mental 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.

**Fresno County Mental Health Compliance Program**  
**Contractor Acknowledgment and Agreement**

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

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**For Individual Providers**

Name (print): \_\_\_\_\_

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

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**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

Discipline:  Psychiatrist  Psychologist  LCSW  LMFT

Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

## National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

*The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:*

### Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

### Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

### Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

### Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

## The Case for the Enhanced National CLAS Standards

*Of all the forms of inequality, injustice in health care is the most shocking and inhumane.*

— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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Service	Rate	Narrative
Certification Review Hearing PRA Services (In Person/Virtual/Web)	\$127.60/HR	<p>Representing individuals in certification review hearings at behavioral health facilities, Reize Hearings, including interviewing, reviewing documentation, hearing process, case presentation, and closing statement.</p> <p>Certification reviews will be provided by Patients' Rights Advocates who are qualified behavioral health specialists knowledgeable in patients' rights laws, Lanterman-Petris-Short (LPS) Act, and facility regulations.</p>
Mental Health Facility Monitoring	\$63.80/HR	<p>Reviewing records, policies and procedures, interviews, and site reviews.</p> <p>Facility monitoring shall be conducted by Patients' Rights Advocates who are well-versed in patients' rights laws, Community Care Licensing, Mental Health Plan site certification requirements, LPS Act, and other regulatory obligations for mental health facilities.</p>
Training and Education-Mental Health Law and Patient Rights (Virtual/Wed)	\$90.63/HR	<p>Education and training on topics including but not limited to: The Commitment Process, Patients' Rights: Observance and Denial, Informed Consent and Capacity Hearings, Avoiding Seclusion and Restraint with Less Restrictive Interventions, Clients' Rights to Participate in Assessment and Treatment Planning, Use and Misuse of Mental Health Information, Conservatorship, and Medical Treatment Decision-Making.</p> <p>Training and education on mental health law and patients' rights will be provided by Patients' Rights Advocates who are qualified behavioral health specialists knowledgeable in patients' rights laws, Lanterman-Petris-Short (LPS) Act, and facility regulations.</p>
Cancellation Rate for Hearings at Non-Designated Facilities	\$127.60/Certification Review Hearing Cancellation	Cancellation rates shall be applied when a certification review hearing at a non-designated facility is cancelled after 5pm the day before the scheduled hearing. Rate is per cancelled hearing.

## **Additional Fiscal Requirements**

### **I. Recoupments and Audits/Reviews**

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

### **II. Restrictions and Limitations**

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

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

In the event that funding for these services is delayed by the State Controller, County may defer payments to Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the County. The period of time of

the deferral by County shall not exceed the period of time of the State Controller's delay of payment to County plus forty-five (45) days.

### **III. Operating Costs**

Contractor shall provide all personnel, supplies, and operating expenses of any kind required for the performance of this Agreement.

### **IV. Additional Financial Requirements**

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

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

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

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

### **V. Contractor Prohibited from Redirection of Contracted Funds**

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

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

### **VI. Financial Audit Report Requirements for Pass-Through Entities**

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

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

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

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

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

## **VII. Property of County**

- a. **Applicability.** This Exhibit D Section VII shall only apply to the program components and services provided under operational cost reimbursement agreements.
- b. **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and

intangible property obtained or controlled under County for use in operational capacity and will benefit County for a period more than one (1) year.

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

- i. Computers (desktops and laptops)\*
- ii. Copiers, cell phones, tablets, and other devices with any HIPAA data
- iii. Modular furniture
- iv. Any items over \$500 or more with a lifespan of at least two (2) years:
  1. Televisions
  2. Washers/Dryers
  3. Printers
  4. Digital Cameras
  5. Other equipment/furniture
  6. Items in total when purchased or used as a group fall into one or more of the above categories
- v. Items of sensitive nature shall be purchased and allocated to a single agreement.

All items containing HIPAA data are considered sensitive.

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

- i. Description of the asset;
- ii. The unique identifier of the asset if applicable, i.e., serial number
- iii. The acquisition date;
- iv. The quantity of the asset;
- v. The location of the asset or to whom the asset is assigned;
- vi. The cost of the asset at the time of acquisition;

- vii. The source of grant funding if applicable;
- viii. The disposition date, and
- ix. The method of disposition (surplus, transferred, destroyed, lost)

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

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

- i. Maintain all items of equipment in good working order and condition, normal wear and tear excepted;
- ii. Label all items of equipment with County assigned program number, to perform periodic inventories as required by County and to maintain an inventory list showing where and how the equipment is being used in accordance with procedures developed by County. All such lists shall be submitted to County within ten (10) days of any request therefore; and
- iii. Report in writing to County immediately after discovery, the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County.

e. **Equipment Purchase.** The purchase of any equipment by Contractor with funds provided hereunder shall require the prior written approval of County's DBH Director, or designee, shall fulfill the provisions of this Agreement as appropriate,

and must be directly related to Contractor's services or activity under the terms of this Agreement. County may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by Contractor, if prior written approval has not been obtained from County.

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

## Insurance Requirements

### 1. Required Policies

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

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

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

## 2. Additional Requirements

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

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

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

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

## Data Security

### 1. Definitions

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

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

- (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 F;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

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

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

### **3. Information Security**

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit F, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

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

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

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

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

#### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit F, 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 F, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

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

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit F.
- (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 F, 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 F.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit F. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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

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

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

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

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit L is intended to confer, nor shall anything in this Exhibit F 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.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>	Amanda Nugent Divine, PhD	<b>Date:</b>	January 8, 2025
<b>Job Title:</b>	Chief Executive Director		
<b>(2) Company/Agency Name and Address:</b>			
Kings View 1396 W. Herndon Ave. Fresno CA 93711			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
Kings View has no self-dealing transactions to disclose.			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)</b>			
Kings View has no self-dealing transactions to disclose.			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>	 <small>A04F817F73914D5...</small>	<b>Date:</b>	1/9/2025

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

<b>I. Identifying Information</b>				
Name of Entity <b>Kings View</b>		D/B/A		
Address (number, street) <b>1396 W. Herndon Ave.</b>		City <b>Fresno</b>	State <b>CA</b>	ZIP Code <b>93711</b>
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number <b>94-1412648</b>		Telephone Number <b>( 559 ) 256-7601</b>	

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.

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

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

NAME	DOB	ADDRESS	EIN
N/A			

- B. Type of entity:     Sole proprietorship                       Partnership                       Corporation  
                               Unincorporated Associations                       Other (specify) 501c3 Non-Pofit Organization

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
N/A			

YES NO

- IV. A. Has there been a change in ownership or control within the last year? .....  YES  NO  
If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year?.....  YES  NO  
If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year?.....  YES  NO  
If yes, when? \_\_\_\_\_
- V. Is the facility operated by a management company or leased in whole or part by another organization?.....  YES  NO  
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?.....  YES  NO

VII. A. Is this facility chain affiliated? .....  YES  NO  
(If yes, list name, address of corporation, and EIN.)

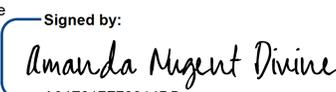
Name <b>Kings View Professional Services</b>		EIN <b>85-1516532</b>	
Address (number, name) <b>1396 W. Herndon Ave.</b>	City <b>Fresno</b>	State <b>CA</b>	ZIP code <b>93711</b>

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) <b>Amanda Nugent Divine, PhD</b>	Title <b>Chief Executive Director</b>
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Signature  <small>A04F817F73914D3...</small>	Date <b>1/9/2025</b>
---	-------------------------

Remarks

**INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT**

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

**DETAILED INSTRUCTIONS**

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

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

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

**Item II** - Self-explanatory

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

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

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

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

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

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

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

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

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

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

**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) (d) 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:	Signed by:  <small>A04F817F73914D5...</small>	Date:	1/9/2025
	Amanda Nugent Divine, PhD, CEO (Printed Name & Title)		Kings View (Name of Agency or Company)