

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM of UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into this 28th day of March 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California Health Sciences University, College of Pharmacy whose address is 120 N. Clovis Avenue, Clovis, CA 93612, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CONTRACTOR has approved various educational training programs that require facilities to provide clinical and field experience for required learning experiences for its students; and

WHEREAS, CONTRACTOR is able and qualified to provide professional clinical pharmacist consultation services to the County;

WHEREAS, COUNTY, through its Departments of Behavioral (DBH) and Public Health (DPH), maintains and operates facilities suitable for furnishing such clinical and field experience and is in need of said professional clinical pharmacist consultation services; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of CONTRACTOR use such facilities of COUNTY for their clinical and field experience as well as provide said professional clinical pharmacist consultation services.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR agrees that each participating student and/or instructor from CONTRACTOR shall be in compliance with COUNTY's health clearance and credentialing requirements. Prior to the first clinical rotation of each student and/or instructor at COUNTY's facilities, CONTRACTOR must provide COUNTY proof that each student and/or instructor assigned to COUNTY meets COUNTY's health clearance requirements, including, but not limited to:

1 1) Hepatitis B Vaccination Series OR Hepatitis B Vaccine Declination
2 Form – Since the work may lead to a reasonably anticipated skin, eye, mucous membrane, or
3 parenteral contact with blood or other potentially infectious materials, each student and/or
4 instructor must have received Hepatitis B vaccination series prior to commencing placement at
5 COUNTY. In lieu of student and/or instructor certifying to COUNTY that the student has been
6 vaccinated for Hepatitis B, COUNTY will accept from each student and/or instructor a form
7 declining the Hepatitis B vaccination. The declination form shall comply with the requirements of
8 Appendix A to 29 Code of Federal Regulations, section 1910.1030, by this reference incorporated
9 herein. Student and/or instructor may use COUNTY's Hepatitis B Vaccine Declination form,
10 identified as Exhibit A, attached hereto and by this reference incorporated herein, to meet the
11 above requirements; and

12 2) Providing proof of a negative skin test for tuberculosis (TB) within the
13 past twelve (12) months. For a positive TB skin test within the past twelve (12) months, an initial
14 assessment and yearly assessment for signs and symptoms of disease will be required; and

15 3) Providing Measles, Mumps, and Rubella (MMR) or serological
16 evidence of immunity to rubella or rubeola; and

17 4) Providing proof of fulfillment of OSHA Blood-borne Pathogen
18 Standards (mandated training and post-exposure follow-up); and

19 5) Providing any other health clearance requirements as may be
20 mandated during the term of this MOU by COUNTY due to licensing regulations and/or
21 requirements.

22 B. COUNTY and CONTRACTOR mutually recognize that the health
23 clearance requirements identified above may be different and/or may change, as determined by
24 COUNTY, depending upon classification of student and/or instructor and the type of work
25 performed in addition to potential client/patient exposure.

26 C. CONTRACTOR recognizes that the clinical and field education programs
27 conducted pursuant to the terms and conditions of this MOU are educational programs of
28 CONTRACTOR and not of COUNTY, and that students participating in CONTRACTOR's

1 programs shall at all times be under the exclusive jurisdiction of CONTRACTOR.

2 D. CONTRACTOR shall designate students enrolled in the various
3 educational training programs of CONTRACTOR to be assigned for clinical and field experience at
4 COUNTY facilities, in such numbers to be mutually agreed upon by both COUNTY and
5 CONTRACTOR.

6 E. CONTRACTOR shall establish a rotational plan for the learning experience
7 available at COUNTY facilities and shall schedule the students in conformity with the calendar of
8 CONTRACTOR's academic year and with the curriculum of the educational programs of
9 CONTRACTOR; provided, however, that the specific COUNTY client care areas to be utilized by
10 CONTRACTOR shall be selected subsequently by mutual agreement between COUNTY's DBH
11 Director, or designees, and CONTRACTOR's chairpersons or duly authorized representatives of
12 the various departments/programs listed in the "Witnesseth" section above.

13 F. CONTRACTOR shall supervise all instruction of the clinical and field
14 experience given at COUNTY facilities to assigned students and shall provide the necessary
15 instructors for educational training programs provided for under this MOU.

16 G. CONTRACTOR shall keep all attendance and academic records of
17 students participating in the clinical and field experience programs provided for under this MOU.

18 H. CONTRACTOR shall certify to COUNTY at the time each student first
19 reports to COUNTY's facilities to participate in the clinical and field educational program that the
20 student has obtained and maintained health insurance.

21 I. CONTRACTOR shall ensure students act professionally and appropriately
22 while at COUNTY facilities.

23 J. CONTRACTOR shall provide clinical pharmacy consultation services in
24 accordance with Exhibit B, Pharmacy Services by Faculty Addendum, attached hereto and by this
25 reference incorporated herein.

26 K. CONTRACTOR shall require its instructors to notify COUNTY's DBH
27 and/or DPH Directors or designees, as appropriate, in advance of student placement regarding:

28 1.) Locations, dates, times and the number of hours or changes thereof,

1 regarding student availability for clinical or field assignment; and

2 2.) Any change in the placement of students in clinical and field
3 assignments.

4 L. CONTRACTOR shall, in consultation and coordination with COUNTY's
5 DBH and/or DPH Directors, or designees arrange for periodic conferences no less than twice
6 annually between appropriate representatives of CONTRACTOR and COUNTY to evaluate the
7 clinical and field experience programs provided under this MOU.

8 M. CONTRACTOR shall provide and be responsible for the use and control
9 of its educational supplies, materials and equipment used for instruction during the clinical and
10 field experience programs.

11 N. CONTRACTOR shall distribute to each student a statement which
12 explains the hazards of drug abuse in their profession.

13 O. CONTRACTOR shall provide for an introductory orientation of students
14 assigned to COUNTY facilities, which shall provide an overview of the clinical and field
15 assignment(s) and the terms and conditions of student placement at COUNTY facilities.

16 P. CONTRACTOR shall agree that special reports, projects, thesis,
17 and/or publications based upon studies and research arising out of the cooperative education
18 experience permitted by this MOU, shall be reviewed and approved prior to release through the
19 committee responsible for planning the course and then with COUNTY's DBH and/or DPH
20 Director(s) or designee(s), as appropriate, for approval by means of such procedures as
21 COUNTY shall designate. Approval of reports by CONTRACTOR's planning committee and
22 COUNTY's DBH and/or DPH shall not be unreasonably withheld.

23 Q. CONTRACTOR shall agree to complete an evaluation of each student
24 at least once during a specific program period.

25 R. CONTRACTOR shall allow COUNTY program managers and other
26 designated personnel to attend meetings of CONTRACTOR's faculty, or any committee thereof,
27 to coordinate the clinical and field experience programs provided under this MOU and to
28 designate lines of authority and communication for coordination of relations between COUNTY

1 personnel and CONTRACTOR instructors.

2 S. CONTRACTOR's employees, agents and students shall abide by the
3 provisions of State of California law relating to confidentiality of medical records, and any
4 person knowingly and intentionally violating the provisions of State of California law may be
5 guilty of a misdemeanor.

6 T. CONTRACTOR's employees, agents and students shall be issued
7 COUNTY identification badges which must be worn only at COUNTY facilities while participating
8 in the clinical and field experience programs, pursuant to the terms and conditions of this MOU.

9 2. OBLIGATIONS OF THE COUNTY

10 A. COUNTY representative shall meet at least annually with CONTRACTOR
11 to jointly review the use of COUNTY facilities.

12 B. COUNTY shall provide clinical facilities for CONTRACTOR's students, as
13 determined by mutual agreement of the faculty of the CONTRACTOR and the designated
14 COUNTY staff.

15 C. COUNTY shall retain full responsibility for the care of client/patients and
16 maintain the quality of care without relying on student's clinical training activities for staffing
17 purposes. Any service rendered by students is incidental to the educational purpose of the
18 practice experience program.

19 D. COUNTY shall assign a staff representative as liaison between COUNTY
20 and CONTRACTOR to orient students and to assist in scheduling and grade reporting as well as
21 for the clinical professional pharmacy consultation services to be provided herein.

22 E. COUNTY shall afford the student the opportunity to participate in in-service
23 training offered to COUNTY employees.

24 F. COUNTY shall make provisions for orientation of students/faculty to the
25 facility and permit use of equipment, records, computer access (where applicable), and space as
26 necessary for the students to perform their activities.

27 G. COUNTY shall retain the right to immediately return and dismiss from
28 COUNTY facilities site any student/agent/employee of CONTRACTOR whose behavior is such that

1 it interferes with proper client care or services or the smooth operation of the facility. Consultation
2 between COUNTY and CONTRACTOR shall precede any such action.

3 3. TERM

4 The term of this MOU shall be for a period of three (3) years, commencing on
5 March 28, 2017 through and including the 27th day of March, 2020. This MOU may be extended
6 for two (2) additional consecutive twelve (12) month periods upon written approval of both parties
7 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period.
8 The DBH Director or his or her designee is authorized to execute such written approval on behalf
9 of COUNTY based on CONTRACTOR'S satisfactory performance.

10 4. TERMINATION

11 A. Breach of Contract - The COUNTY may immediately suspend or terminate
12 this MOU in whole or in part, where in the determination of the COUNTY there is:

- 13 1) An illegal or improper use of funds;
14 2) A failure to comply with any term of this MOU;
15 3) A substantially incorrect or incomplete report submitted to the
16 COUNTY;
17 4) Improperly performed service.

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

27 B. Without Cause - Under circumstances other than those set forth above,
28 this MOU may be terminated by COUNTY upon the giving of thirty (30) days advance written

1 notice of an intention to terminate to CONTRACTOR.

2 5. COMPENSATION/INVOICING: For clinical pharmacy consultation services
3 provided by CONTRACTOR under this MOU, COUNTY shall pay CONTRACTOR Eight
4 Thousand and NO/100 Dollars (\$8,000.00) each fiscal year of this MOU. The maximum amount
5 of compensation for the entire period of this MOU shall not exceed Forty Thousand and No/100
6 Dollars (\$40,000.00). COUNTY and CONTRACTOR agree that all other services provided
7 pursuant to the terms and conditions of this MOU shall be performed without the payment of any
8 monetary consideration, one to the other.

9 CONTRACTOR shall invoice COUNTY by May 15th of each fiscal year for services
10 rendered under this MOU. Payment by the COUNTY shall be based on the scope of services and
11 deliverables stated in Exhibit B of this MOU. Failure to submit supporting documentation with
12 invoices shall be deemed sufficient cause for COUNTY to withhold payment/s until there is
13 compliance.

14 COUNTY payment shall be in arrears, for services provided during the present
15 fiscal year, within forty-five (45) days after receipt and verification of CONTRACTOR's invoice
16 by COUNTY. If CONTRACTOR should fail to comply with any provision of this MOU, COUNTY
17 shall be relieved of its obligation for further compensation. It is understood that all expenses
18 incidental to CONTRACTOR's performance of services under this MOU shall be borne by
19 CONTRACTOR.

20 CONTRACTOR shall invoice COUNTY via post office mail, addressed to the
21 County of Fresno, Department of Behavioral Health Contracts, P.O. Box 45003, Fresno,
22 California, 93718-9886, Attention: Contract Analyst or via email at
23 DBHInvoices@co.fresno.ca.us. Said invoices shall include applicable supporting
24 documentation in detail such as dates of services, actual expenditures, and amount(s) invoiced
25 for the year. Invoices shall be subject to County, State of California, and Federal audits.
26 Invoices are to be received and reviewed by Behavioral Health Contracted Services, Staff
27 Analyst.
28

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

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

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this MOU.

7. EMPLOYMENT RELATIONSHIP

CONTRACTOR, its instructors, employees and students, shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save

COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. As between COUNTY and CONTRACTOR, should the students be deemed employees by any governmental or regulatory body, the student shall be the employee of CONTRACTOR for Worker's Compensation purposes only, and students shall be deemed members of CONTRACTOR's workforce for purposes of HIPAA.

In consideration of the benefits the CONTRACTOR derives from this MOU and subject to the provisions herein, CONTRACTOR shall not consider the students to be employees of, or claim the students are employees of, the COUNTY for the purposes of determining liability for any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to the CONTRACTOR or to any person, firm or corporation who may be injured or damaged by any act or failure to act, of any student or person participating in or connected with the programs that are the subject of this MOU.

It is acknowledged that during the term of this MOU, CONTRACTOR may be providing services to others unrelated to COUNTY or to this MOU.

8. MODIFICATION: Any matters of this MOU may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder. Changes to the pharmacy consultation services as stated in Exhibit B can be modified by COUNTY's DBH director or designee, and CONTRACTOR without going over the contract maximum amount of this MOU.

9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

10. HOLD HARMLESS:
CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this MOU, and from any and all costs and expenses, damages, liabilities, claims, and losses

1 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
2 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under
3 this MOU.

4 11. INSURANCE

5 For purposes of this MOU, students/interns will be explicitly considered
6 employees of the CONTRACTOR. Without limiting the COUNTY's right to obtain indemnification
7 from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in
8 full force and effect, the following insurance policies or a program of self-insurance, including but
9 not limited to, an insurance arrangement or Joint Powers MOU (JPA) throughout the term of the
10 MOU:

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than One
13 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
14 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
15 specific coverages including completed operations, products liability, contractual liability,
16 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
17 necessary because of the nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits for bodily injury of
20 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
21 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
22 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
23 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
24 in connection with this MOU. CONTRACTOR shall ensure that each student as part of this MOU
25 procures and maintains their own private vehicle coverage in force during the term of this MOU, at
26 the student's sole cost and expense

27 C. Professional Liability

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,

1 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
2 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
3 annual aggregate. Students/Interns shall be considered professional staff insofar as the
4 operations under this MOU are concerned and shall be covered by CONTRACTOR's
5 Professional Liability policy.

6 D. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the
8 California Labor Code. CONTRACTOR shall be responsible for Worker's Compensation
9 coverage for students when participating in the program.

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

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this
19 MOU, CONTRACTOR shall provide certificates of insurance and endorsement as stated above
20 for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of
21 the official who will administer this contract), stating that such insurance coverage have been
22 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not
23 be responsible for any premiums on the policies; that such Commercial General Liability insurance
24 names the County of Fresno, its officers, agents and employees, individually and collectively, as
25 additional insured, but only insofar as the operations under this MOU are concerned; that such
26 coverage for additional insured shall apply as primary insurance and any other insurance, or
27 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
28 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this

1 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
2 written notice given to COUNTY.

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

6 All policies shall be issued by admitted insurers licensed to do business in the
7 State of California, and such insurance shall be purchased from companies possessing a current
8 A.M. Best, Inc. rating of A FSC VII or better.

9 12. LICENSES/CERTIFICATES:

10 Throughout each term of this MOU, CONTRACTOR and
11 CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates,
12 waivers and exemptions necessary for the provision of the services hereunder and required by the
13 laws and regulations of the United States of America, State of California, the County of Fresno,
14 and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY
15 immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,
16 certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto.
17 Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws,
18 rules or regulations, as may now exist or be hereafter changed.

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

25 14. NOTICES: The persons and their addresses having authority to give and
26 receive notices under this MOU include the following:
27
28

COUNTY
COUNTY OF FRESNO
Director (or Designee)
Department of Behavioral Health
P.O. Box 45003
Fresno, CA 93718-9886

Director (or Designee)
Department of Public Health
P.O. Box 11867
1221 Fulton Mall
Fresno, CA 93775

CONTRACTOR
California Health Sciences University
120 N. Clovis Avenue
Clovis, CA 93612

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

15. GOVERNING LAW: Venue for any action arising out of or related to this MOU shall only be in Fresno County, California.

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

1 16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

2 A. The parties to this MOU shall be in strict conformance with all applicable
3 Federal and State of California laws and regulations, including but not limited to Sections 5328,
4 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et*
5 *seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil
6 Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not
7 limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing
8 regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The
9 Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the
10 confidentiality and security of patient information, and the Genetic Information Nondiscrimination
11 Act (GINA) of 2008 regarding the confidentiality of genetic information.

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

20 B. CONTRACTOR, including its subcontractors, students, and employees, shall
21 protect, from unauthorized access, use, or disclosure of names and other identifying information,
22 including genetic information, concerning persons receiving services pursuant to this MOU,
23 except where permitted in order to carry out data aggregation purposes for health care
24 operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This
25 pertains to any and all persons receiving services pursuant to a COUNTY funded program. This
26 requirement applies to electronic PHI. CONTRACTOR shall not use such identifying information
27 or genetic information for any purpose other than carrying out CONTRACTOR's obligations
28 under this MOU.

1 C. CONTRACTOR, including its subcontractors, students, and employees, shall
2 not disclose any such identifying information or genetic information to any person or entity,
3 except as otherwise specifically permitted by this MOU, authorized by Subpart E of 45 CFR Part
4 164 or other law, required by the Secretary, or authorized by the client/patient in writing. In using
5 or disclosing PHI that is permitted by this MOU or authorized by law, CONTRACTOR shall make
6 reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of
7 use, disclosure or request.

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

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

16 F. CONTRACTOR shall provide access, at the request of COUNTY, and in
17 the time and manner designated by COUNTY, to PHI in a designated record set (as defined in
18 45 CFR Section 164.501), to an individual or to COUNTY in order to meet the requirements of
19 45 CFR Section 164.524 regarding access by individuals to their PHI. With respect to
20 individual requests, access shall be provided within thirty (30) days from request. Access may
21 be extended if CONTRACTOR cannot provide access and provides individual with the reasons
22 for the delay and the date when access may be granted. PHI shall be provided in the form
23 and format requested by the individual or COUNTY.

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

27 CONTRACTOR shall provide to COUNTY or to an individual, in a time and
28 manner designated by COUNTY, information collected in accordance with 45 CFR Section

1 164.528, to permit COUNTY to respond to a request by the individual for an accounting of
2 disclosures of PHI in accordance with 45 CFR Section 164.528.

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

20 County of Fresno	County of Fresno	County of Fresno
21 Dept. of Behavioral Health	Dept. of Public Health	Information Technology Services
22 HIPAA Representative	Privacy Officer	Information Security Officer
(559) 600-6798	(559) 600-6405	(559) 600-5800
23 3147 N. Millbrook Ave.	P.O. Box 11867	2048 N. Fine Street
24 Fresno, CA 93703	Fresno, CA 93775	Fresno, CA 93727

25 H. CONTRACTOR shall make its internal practices, books, and records relating
26 to the use and disclosure of PHI received from COUNTY, or created or received by the
27 CONTRACTOR on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but
28 not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR

1 shall make its internal practices, books, and records relating to the use and disclosure of PHI
2 received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY,
3 available to the United States Department of Health and Human Services (Secretary) upon
4 demand.

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

11 I. Safeguards

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

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

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

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

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

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

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

8 J. Mitigation of Harmful Effects

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

14 K. CONTRACTOR's Subcontractors

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

21 L. Employee Training and Discipline

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

27 M. Termination for Cause

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

1 CONTRACTOR, COUNTY shall either:

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

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

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

10 N. Judicial or Administrative Proceedings

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

17 O. Effect of Termination

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

27 P. Disclaimer

28 COUNTY makes no warranty or representation that compliance by

1 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will
2 be adequate or satisfactory for CONTRACTOR's own purposes or that any information in
3 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or
4 will be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR
5 is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of
6 PHI.

7 Q. Amendment

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

18 R. No Third-Party Beneficiaries

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

23 S. Interpretation

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

1 T. Regulatory References

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

4 U. Survival

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

7 V. No Waiver of Obligations

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

11
12 17. DATA SECURITY

13 For the purpose of preventing the potential loss, misappropriation or inadvertent
14 access, viewing, use or disclosure of COUNTY data including sensitive or personal client
15 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals
16 and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of
17 providing services under this MOU must employ adequate data security measures to protect
18 the confidential information provided to CONTRACTOR(S) by the COUNTY, including but not
19 limited to the following:

20 A. CONTRACTOR(S)-Owned Mobile, Wireless, or Handheld Devices

21 CONTRACTOR(S) may not connect to COUNTY networks via personally-owned mobile,
22 wireless or handheld devices, unless the following conditions are met:

- 23 1) CONTRACTOR(S) have received authorization by COUNTY for
24 telecommuting purposes;
- 25 2) Current virus protection software is in place;
- 26 3) Mobile device has the remote wipe feature enabled; and
- 27 4) A secure connection is used.
- 28

1 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

8 C. COUNTY-Owned Computer Equipment

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

12 D. CONTRACTOR(S) may not store COUNTY's private, confidential or
13 sensitive data on any hard-disk drive, portable storage device, or remote storage installation
14 unless encrypted.

15 E. CONTRACTOR(S) shall be responsible to employ strict controls to ensure
16 the integrity and security of COUNTY's confidential information and to prevent unauthorized
17 access, viewing, use or disclosure of data maintained in computer files, program
18 documentation, data processing systems, data files and data processing equipment which
19 stores or processes COUNTY data internally and externally. Confidential client information
20 transmitted to one party by the other by means of electronic transmissions must be encrypted
21 according to Advance Encryption Standards (AES) of 128 BIT or higher. Additionally, a
22 password or pass phrase must be utilized.

23 F. CONTRACTOR(S) are responsible to immediately notify COUNTY of any
24 violations, breaches or potential breaches of security related to COUNTY's confidential
25 information, data maintained in computer files, program documentation, data processing
26 systems, data files and data processing equipment which stores or processes COUNTY data
27 internally or externally.

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

7 18. **PROHIBITION ON PUBLICITY**

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

16 19. **PROPERTY OF COUNTY**

17 A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and
18 intangible property obtained or controlled under COUNTY's Mental Health Plan for use in
19 operational capacity and will benefit COUNTY for a period more than one (1) year.
20 Depreciation of the qualified items will be on a straight-line basis.

21 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 22 1. Asset must have life span of over one year.
- 23 2. The asset is not a repair part.
- 24 3. The asset must be valued at or greater than the capitalization
25 thresholds for the asset type:

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000

- infrastructure \$100,000
- be tangible \$5,000
 - equipment
 - vehicles
- or intangible asset \$100,000
 - Internally generated software
 - Purchased software
 - Easements
 - Patents

///

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

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

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

CONTRACTOR further agrees to the following:

1. To maintain all items of equipment in good working order and

condition, normal wear and tear excepted;

2. To 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;

3. To 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.

D. 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 MOU as appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this MOU. COUNTY's DBH 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's DBH Director or designee.

E. 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 MOU. 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 program, 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 non-program funds. These requirements shall continue in effect for the life of the property. In the event the program is closed out, the requirements for this Section 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.

20. **NON-DISCRIMINATION**

During the performance of this MOU, CONTRACTOR(S) shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services,

1 because of race, religious creed, color, national origin, ancestry, physical disability, mental
2 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
3 gender expression, age, sexual orientation, or military or veteran status pursuant to all
4 applicable State of California and Federal statutes and regulations.

5 21. **SEPARATE AGREEMENT**

6 It is mutually understood by the parties that this MOU does not, in any way, create
7 a joint venture among CONTRACTOR(S). By execution of this MOU, CONTRACTOR(S)
8 understands that a separate MOU is formed between each individual CONTRACTOR and
9 COUNTY.

10 22. **ENGLISH PROFICIENCY**

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

23 23. **TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

24 To the extent necessary to prevent disallowance of reimbursement under section
25 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration
26 of four (4) years after the furnishing of services under this MOU, CONTRACTOR(S) shall make
27 available, upon written request of the Secretary of the United States Department of Health and
28 Human Services, or upon request of the Comptroller General of the United States General

Accounting Office, or any of their duly authorized representatives, a copy of this MOU and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR(S) under this MOU. CONTRACTOR(S) further agrees that in the event CONTRACTOR(S) carry out any of its duties under this MOU through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such MOU shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

24. **SINGLE AUDIT CLAUSE**

A. If CONTRACTOR(S) expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR(S) 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) Circular A-133. CONTRACTOR(S) 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(S) must include a corrective action plan signed by an authorized individual. CONTRACTOR(S) 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 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 MOU 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 MOUs with CONTRACTOR(S). All audit costs related to this

1 MOU are the sole responsibility of CONTRACTOR(S).

2 B. A single audit report is not applicable if CONTRACTOR(S)' Federal
3 contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement.
4 If a single audit is not applicable, a program audit must be performed and a program audit
5 report with management letter shall be submitted by CONTRACTOR(S) to COUNTY as a
6 minimum requirement to attest to CONTRACTOR(S)' solvency. Said audit report shall be
7 delivered to COUNTY's DBH for review, no later than nine (9) months after the close of the
8 fiscal year in which the funds supplied through this MOU are expended. Failure to comply with
9 this Act may result in COUNTY performing the necessary audit tasks or contracting with a
10 qualified accountant to perform said audit. All audit costs related to this MOU are the sole
11 responsibility of CONTRACTOR(S) who agrees to take corrective action to eliminate any
12 material noncompliance or weakness found as a result of such audit. Audit work performed by
13 COUNTY under this section shall be billed to the CONTRACTOR(S) at COUNTY's cost, as
14 determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

15 C. CONTRACTOR(S) shall make available all records and accounts for
16 inspection by COUNTY, the State of California, if applicable, the Comptroller General of the
17 United States, the Federal Grantor Agency, or any of their duly authorized representatives, at
18 all reasonable times for a period of at least three (3) years following final payment under this
19 MOU or the closure of all other pending matters, whichever is later.

20 25. **COMPLIANCE**

21 CONTRACTOR(S) agrees to comply with COUNTY's "Contractor Code of
22 Conduct and Ethics", and COUNTY's "Fresno County Mental Health Compliance Program
23 Contractor Acknowledgement and MOU," both attached hereto as Exhibit D, and by this
24 reference incorporated herein. Within thirty (30) days of entering into this MOU with COUNTY,
25 CONTRACTOR(S) shall have all of CONTRACTOR(S)' employees, agents and subcontractors
26 providing services under this MOU certify in writing, that he or she has received, read,
27 understood, and shall abide by the "Contractor Code of Conduct and Ethics".
28 CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all new employees, agents

1 and subcontractors providing services under this MOU shall certify in writing that he or she has
2 received, read, understood, and shall abide by the "Contractor Code of Conduct and Ethics."
3 CONTRACTOR(S) understands that the promotion of and adherence to the "Contractor Code
4 of Conduct and Ethics" is an element in evaluating the performance of CONTRACTOR(S) and
5 their employees, agents and subcontractors.

6 Within thirty (30) days of entering into this MOU, and annually thereafter, all
7 employees, agents and subcontractors providing services under this MOU shall complete
8 general compliance training; and appropriate employees, agents and subcontractors shall
9 complete documentation and billing or billing/reimbursement training. All new employees,
10 agents and subcontractors shall attend the appropriate training within thirty (30) days of hire.
11 Each individual who is required to attend training shall certify, in writing, that he or she has
12 received the required training. The certification shall be provided to COUNTY's Compliance
13 Officer at 3133 N. Millbrook Avenue, Fresno, California 93703.

14 26. **ASSURANCES**

15 A. In entering into this MOU, CONTRACTOR(S) certify that it is not currently
16 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
17 Programs: that it has not been convicted of a criminal offense related to the provision of health
18 care items or services; nor has it been reinstated to participation in the Federal Health Care
19 Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY
20 learns, subsequent to entering into a contract, that CONTRACTOR(S) is ineligible on these
21 grounds, COUNTY will remove CONTRACTOR(S) from responsibility for, or involvement with,
22 COUNTY's business operations related to the Federal Health Care Programs and shall remove
23 such CONTRACTOR(S) from any position in which CONTRACTOR(S)' compensation, or the
24 items or services rendered, ordered or prescribed by CONTRACTOR(S) may be paid in whole
25 or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds
26 at least until such time as CONTRACTOR(S) is reinstated into participation in the Federal
27 Health Care Programs.

28 B. If COUNTY has notice that CONTRACTOR(S) has been charged with a

1 criminal offense related to any Federal Health Care Program, or is proposed for exclusion
2 during the term on any contract, CONTRACTOR(S) and COUNTY shall take all appropriate
3 actions to ensure the accuracy of any claims submitted to any Federal Health Care Program.
4 At its discretion given such circumstances, COUNTY may request that CONTRACTOR(S)
5 ceases providing services until resolution of the charges or the proposed exclusion.

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

14 1. In the event the potential employee or subcontractor informs
15 CONTRACTOR(S) that he or she is excluded, suspended, debarred or otherwise ineligible, or
16 has been convicted of a criminal offense relating to the provision of health care services, and
17 CONTRACTOR(S) hires or engages such potential employee or subcontractor,
18 CONTRACTOR(S) will ensure that said employee or subcontractor does no work, either directly
19 or indirectly relating to services provided to COUNTY.

20 2. Notwithstanding the above, COUNTY at its discretion may terminate
21 this MOU in accordance with Section Three (3) of this MOU, or require adequate assurance (as
22 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee of
23 CONTRACTOR(S) will perform work, either directly or indirectly, relating to services provided to
24 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
25 determined by COUNTY to protect the interests of COUNTY consumers.

26 D. CONTRACTOR(S) shall verify (by asking the applicable employees and
27 subcontractors) that all current employees and existing subcontractors who, in each case, are
28 expected to perform professional services under this MOU (1) are not currently excluded,

1 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
2 Programs; (2) have not been convicted of a criminal offense related to the provision of health
3 care items or services; and (3) have not been reinstated to participation in the Federal Health
4 Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event
5 any existing employee or subcontractor informs CONTRACTOR(S) that he or she is excluded,
6 suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs,
7 or has been convicted of a criminal offense relating to the provision of health care services,
8 CONTRACTOR(S) will ensure that said employee or subcontractor does no work, either direct
9 or indirect, relating to services provided to COUNTY.

10 1. CONTRACTOR(S) agrees to notify COUNTY
11 immediately during the term of this MOU whenever CONTRACTOR(S) learns that an employee
12 or subcontractor who, in each case, is providing professional services under this MOU is
13 excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care
14 Programs, or is convicted of a criminal offense relating to the provision of health care services.

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

22 E. CONTRACTOR(S) agrees to cooperate fully with any reasonable requests
23 for information from COUNTY which may be necessary to complete any internal or external
24 audits relating to CONTRACTOR(S)' compliance with the provisions of this Section.

25 F. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any
26 penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR(S)'
27 violation of CONTRACTOR(S)' obligations as described in this Section.

27. **DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

CONTRACTOR(S) is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners:

A. Within the three-year period preceding the MOU award, they have been convicted of, or had a civil judgment rendered against them for:

1. 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;

2. Violation of a federal or state antitrust statute;

3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

4. False statements or receipt of stolen property.

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

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

CONTRACTOR(S) must sign an appropriate "Certification Regarding Debarment, Suspension, and Other Responsibility Matters", Exhibit F, attached hereto and by this reference incorporated herein. Additionally, CONTRACTOR(S) must immediately advise the COUNTY in writing if, during the term of the MOU: (1) CONTRACTOR(S) becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system

1 (<http://www/eplis/gov>); or (2) any of the above listed conditions become applicable to
2 CONTRACTOR(S). The CONTRACTOR(S) will indemnify, defend and hold the COUNTY
3 harmless for any loss or damage resulting from a conviction, debarment, exclusion,
4 ineligibility or other matter listed in the signed Certification Regarding Debarment,
5 Suspension, and Other Responsibility Matters.

6 28. DISCLOSURE OF SELF-DEALING TRANSACTIONS

7 This provision is only applicable if the CONTRACTOR is operating as a
8 corporation (a for-profit or non-profit corporation) or if during the term of the MOU, the
9 CONTRACTOR changes its status to operate as a corporation.

10 Members of the CONTRACTOR's Board of Directors shall disclose any self-
11 dealing transactions that they are a party to while CONTRACTOR is providing goods or
12 performing services under this MOU. A self-dealing transaction shall mean a transaction to
13 which the CONTRACTOR is a party and in which one or more of its directors has a material
14 financial interest. Members of the Board of Directors shall disclose any self-dealing
15 transactions that they are a party to by completing and signing a Self-Dealing Transaction
16 Disclosure Form, attached hereto as Exhibit E and incorporated herein by reference, and
17 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

19 29. COMPLAINTS

20 CONTRACTOR(S) shall log complaints and the disposition of all complaints from
21 a consumer or a consumer's family. CONTRACTOR(S) shall provide a copy of the detailed
22 complaint log entries concerning COUNTY-sponsored consumers to COUNTY at monthly
23 intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon.
24 Besides the detailed complaint log, CONTRACTOR(S) shall provide details and attach
25 documentation of each complaint with the log. CONTRACTOR(S) shall post signs informing
26 consumer of their right to file a complaint or grievance. CONTRACTOR(S) shall notify
27 COUNTY of all incidents reportable to state licensing bodies that affect COUNTY consumers
28 within twenty-four (24) hours of receipt of a complaint as indicated in Exhibit E "Grievances and

1 Incident Reporting”, attached hereto and by this reference incorporated herein.

2
3 30. CONFLICT OF INTEREST: This MOU shall be terminated immediately if
4 COUNTY determines that a COUNTY or State of California employee responsible for
5 development, negotiation, contract management or supervision of this MOU has a financial
6 interest in the MOU as that term is defined in Section 87013 of the California Government Code
7 and the regulations adopted pursuant thereto.

8 No officer, agent, or employee of COUNTY who exercises any function or
9 responsibility for planning and carrying out the services provided under this MOU shall have
10 any direct or indirect personal financial interest in this MOU.

11 In addition, no employee of COUNTY shall be employed by CONTRACTOR to
12 fulfill any contractual obligations with COUNTY. CONTRACTOR shall also comply with all
13 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which
14 shall be applicable to all parties and beneficiaries under this MOU and any officer, agent, or
15 employee of the COUNTY.

16 31. ENTIRE MOU: This MOU constitutes the entire MOU between the
17 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
18 previous MOU negotiations, proposals, commitments, writings, advertisements, publications, and
19 understanding of any nature whatsoever unless expressly included in this MOU.


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

3 ATTEST:


4 **CONTRACTOR**

5 California Health Sciences University,
6 College of Pharmacy

COUNTY OF FRESNO

By 
Chairman, Board of Supervisors

Date: 3-28-17

7
8 By: 

9 Print Name: Florence T. Dunn

10 Title: President
11 Chairman of Board, or President
12 Or, any Vice President

BERNICE E. SEIDEL, Clerk
Board of Supervisors

13
14 By: _____

By: Susan Bishop

15 Print Name: _____

16 Title: _____
17 Secretary of Corporation,
18 Or, any Assistant Secretary, or
19 Chief Financial Officer, or
20 Any Assistant Treasurer

21
22
23 Mailing Address:
24 120 N Clovis Ave
25 Clovis, CA 93612
26 Phone: (559) 325-3600

27
28
PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED

1
2 APPROVED AS TO LEGAL FORM:
3 DANIEL CEDERBORG, COUNTY COUNSEL

4
5 By  _____
6

7 APPROVED AS TO ACCOUNTING FORM:
8 Oscar J. Garcia, C.P.A.,
9 AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

10
11 By  _____
12

13 REVIEWED AND RECOMMENDED FOR
14 APPROVAL:

15
16 By  _____
17 Dawan Utecht, Director
18 Department of Behavioral Health

19
20 By  _____
21 David Pomaville, Director
22 Department of Public Health
23
24

25 Fund/Subclass: 0001/10000
26 Organization: 56302007
27 Account/Program: 7295/0
28

HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine; however, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

PRINT NAME

JOB TITLE

DEPARTMENT

SIGNATURE

DATE

***If I continue to have occupational exposure to blood and other potentially infectious material, I understand that I have the option to receive the Hepatitis B vaccination series at a later date.

PHARMACY SERVICES BY FACULTY ADDENDUM

1. Due to the mutual benefits to the parties, CONTRACTOR ("California Health Sciences University, College of Pharmacy – College" wishes to provide the County of Fresno's Department of Behavioral Health ("DBH") and Department of Public Health ("DPH") (collectively referred to as the "Clinical Site" or "Site") with a California State licensed pharmacist(s) employed by College ("Pharmacists") to provide the following services ("Pharmacy Services"):
 - a. Assist health care personnel (e.g., physicians, pharmacists, nurses, etc.) regarding appropriate medication use and provide recommendations when necessary. A minimum of 100 hours of consultation services shall be provided each fiscal year. All services performed by Pharmacists will be within the scope of services permitted by their licensure as governed by California state law.
 - b. Design, implement and/or analyze COUNTY DBH (site) and College approved research studies*;
 - c. Develop and implement Disease Management Protocols in collaboration with appropriate Site health care professionals*;
 - d. Develop and/or provide physician/fellow/resident/nursing educational activities;
 - e. Serve on Site committees; and
 - f. Perform other activities as agreed upon by College and COUNTY.
 - g. Services of the pharmacist consultants, if eligible, may be billed to the State for reimbursable Medi-Cal services.
2. College shall provide Site with proof of Pharmacists' educational qualifications, California State license(s), current registration, and health status report.
3. The scheduling of Pharmacists to provide Pharmacy Services will be mutually agreed upon by the College and Site.
4. Clinical Site shall:
 - a. Provide the following to the Pharmacist:
 - i. access to the Electronic Medical Records;
 - ii. work space and clinical facilities sufficient to conduct Pharmacy Services and to accommodate students; and

* Site and College will negotiate intellectual property rights related to studies, protocols and publications resulting from the collaboration.

- iii. access to the services of support staff to assist with Pharmacy Services.
- b. Retain full responsibility for the care of patients and maintain the quality of care without relying on Pharmacist for staffing purposes.
- c. Retain full responsibility for ensuring any medication management therapy protocols developed comply with the policies and procedures of the Clinical Site.
- d. Afford the Pharmacist the opportunity to participate in in-service training offered to Clinical site.

COUNTY/PHARMACEUTICAL CONSULTING AFFILIATION AGREEMENT
CALIFORNIA HEALTH SCIENCES UNIVERSITY
March 28, 2017 - March 27, 2022

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Title	0.00			\$0
0002	Title	0.00			\$0
0003	Title	0.00			\$0
0004	Title	0.00			\$0
0005	Title	0.00			\$0
0006	Title	0.00			\$0
0007	Title	0.00			\$0
0008	Title	0.00			\$0
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
SALARY TOTAL		0.00	\$0	\$0	\$0
PAYROLL TAXES:					
0030	OASDI				\$0
0031	FICA/MEDICARE				\$0
0032	SUI				\$0
PAYROLL TAX TOTAL			\$0	\$0	\$0
EMPLOYEE BENEFITS:					
0040	Retirement				\$0
0041	Workers Compensation				\$0
0042	Health Insurance (medical, vision, life, dental)				\$0
EMPLOYEE BENEFITS TOTAL			\$0	\$0	\$0
SALARY & BENEFITS GRAND TOTAL					\$0
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$0
1013	Building Maintenance				\$0
1014	Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL					\$0

OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction	\$0
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$0

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (pharmaceutical & data management)	\$40,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$40,000

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$40,000

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals		0		\$0
Estimated % of Federal Financial Participation Reimbursement			0.00%	\$0
Estimated % of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$0

**Fresno County Mental Health Plan
Compliance Program**

POLICY AND PROCEDURE

Subject: **Code of Conduct**
Effective Date: **August 1, 2004**
Revision Date: **July 9, 2010**

POLICY:

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules, and guidelines that apply to its mental health operations and services. At the core of this commitment are Fresno County's employees, contractors (including contractor's employees/subcontractors), volunteers and students, also referred to as "Covered Persons", and the manner in which they conduct themselves. To assure that Fresno County's commitment is shared by all Covered Persons, this Code of Conduct (the "Code") has been established. All Covered Persons will be required to acknowledge and certify their compliance to this Code.

PURPOSE:

To provide specific conduct standards prescribed by the Fresno County Mental Health Plan Compliance Program. This Code of Conduct is maintained in addition to the County's Code of Ethics already in effect.

DEFINITIONS:

Covered Persons – All employees, contractors (including contractor's employees and subcontractors), volunteers and students working in behavioral/mental health programs.

Excluded Person – Any Covered Person who is or may become suspended, excluded, or ineligible from participation in any Federal healthcare program.

PROCEDURE:

1. A copy of the Code of Conduct (see **Attachment A**) will be provided to all Covered Persons at the time of their initial compliance training which must be provided within 30 business days of hire or contract effective date. This Code will also be provided during the annual General Compliance training or within 30 business days after any revision is finalized.
2. Upon initial receipt and review of the Code, Covered Persons shall certify their intention to abide by it by signing the Acknowledgement and Agreement form (see **Attachment B** for sample form). These signed forms will be retained by the Compliance Office. Covered Persons shall certify within 30 business days after distribution of a revised Code.
3. The Compliance Office will track these certifications and regularly report to the Compliance Committee and the Directors of the Departments of Behavioral Health and Public Health regarding progress towards 100% certification by all Covered Persons.
4. The Code will be prominently posted in all Fresno County and contractor mental health facilities and sites.
5. This Code is not intended to be an exhaustive list of all standards by which Covered Persons are to be governed. Rather, it is intended to convey the County's commitment to the high standards set forth by the County.

**Fresno County Mental Health Plan
Compliance Program**

CODE OF CONDUCT – (Attachment A)

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of this Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

**Fresno County Mental Health Plan
Compliance Program**

ACKNOWLEDGEMENT AND AGREEMENT – (Attachment B)

I hereby acknowledge that I have received, read and understand Fresno County's Code of Conduct, Code of Ethics (County employees only), and have received training and information on the Compliance Program and understand the contents thereof. I further acknowledge that I have received, read and understand the Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, Code of Ethics (County employees only) and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct, Code of Ethics (County employees only), 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 these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT ☐ JNP ☐ RN ☐ LVN ☐ LPT

Department: DBH: ☐ Adult MH ☐ Children MH ☐ Business Office/ISD ☐ Managed Care ☐ MHSA
☐ Public Health ☐ Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ____/____/____

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Unlicensed: ☐ Psychologist ☐ ASW ☐ IMF

Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ____/____/____

Phone: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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