

AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of January, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a non-profit California Public Benefit Corporation, whose address is 1920 Mariposa Mall, Fresno California 93721-2504, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) and the Fresno Economic Opportunities Commission (Fresno EOC) Early Head Start wish to enhance the mental health wellness of low-income families with children from birth to three years of age; and

WHEREAS, CONTRACTOR requires the services of DBH, and/or DBH-subcontracted provider, in providing specialized staff services to children and families; and

WHEREAS, DBH, and/or DBH-subcontractor, has sufficient experience and skills to provide mental health services and is qualified and willing to provide said services required by this Agreement.

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

1. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide workspace, desk, and access to a telephone, computer, library resources and necessary desktop supplies needed by COUNTY DBH therapist and/or COUNTY DBH-subcontracted therapist, hereinafter referred to as "Therapist."

B. CONTRACTOR shall identify and then refer Medi-Cal eligible children and their families who meet criteria for outpatient specialty mental health services to COUNTY's DBH.

C. CONTRACTOR shall allow Therapist access to children, families and records, as appropriate to facilitate the purpose of Fresno EOC Early Head Start's Infant/Family Mental Health Program.

D. CONTRACTOR shall arrange for home visitation and administrative staff to participate in monthly case conferences with Therapist to work efficiently with Early Head Start families.

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1 **2. RESPONSIBILITIES OF COUNTY**

2 A. COUNTY's DBH shall provide one (1) Therapist, who may be a COUNTY DBH
3 employee, and/or DBH-subcontracted provider, and only as specifically qualified individuals are
4 available, to be stationed at Fresno EOC's Early Head Start Program or other sites. Therapist shall
5 also be available for telephone consults as needed up to a maximum of ten (10) hours per month
6 during the term of this Agreement. Times and date of services shall be mutually agreed upon by both
7 parties.

8 B. COUNTY's DBH shall provide a Therapist to CONTRACTOR with the clinical
9 expertise and training in Infant-Family and Early Childhood Mental Health, preferably endorsed by the
10 California Center for Infant-Family and Early Childhood Mental Health as a Reflective Practice
11 Facilitator.

12 C. COUNTY's DBH shall provide referrals for mental health assessment and linkage
13 to community resources for infants and families, when appropriate.

14 D. It is acknowledged by all parties hereto that COUNTY's DBH Contracted
15 Services Division shall monitor said Infant-Family and Early Childhood Mental Health services in
16 accordance with Section Eleven (11) of this Agreement.

17 **3. TERM**

18 The term of this Agreement shall become effective upon execution through and including
19 December 31, 2019.

20 This Agreement may be extended for two (2) additional consecutive (12) month periods
21 upon written approval of both parties no later than sixty (60) days prior to the first day of the next twelve
22 (12) month extension. The COUNTY's DBH Director, or his or her designee, is authorized to execute
23 such written approval on behalf of COUNTY based on the CONTRACTOR(S)' satisfactory
24 performance.

25 **4. TERMINATION**

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
27 provided thereunder, are contingent on the approval of funds by the appropriating government agency.

Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving CONTRACTOR sixty (60) days advance written notice.

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

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

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.

Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. The COUNTY shall have the right to demand CONTRACTOR the repayment to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any funds upon demand or, at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR, COUNTY or COUNTY's DBH Director, or his or her designee upon the giving of sixty (60) days advance written notice of an intention to terminate.

5. COMPENSATION

CONTRACTOR and COUNTY shall perform the services pursuant to the terms and conditions of this Agreement without the payment of any monetary consideration, one to the other. The benefit received by each party's clients and the benefits received by the public, in addition to the parties' mutual promises to perform, shall be the consideration of this Agreement.

6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as

1 independent contractors, and shall act in an independent capacity and not as an officer, agent, servant,
2 employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right
3 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work
4 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
5 CONTRACTOR is performing their obligations in accordance with the terms and conditions thereof.
6 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
7 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
8 indirectly the subject of this Agreement.

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

17 **7. MODIFICATION**

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

20 **8. NON-ASSIGNMENT**

21 Neither COUNTY nor CONTRACTOR shall assign, transfer or subcontract this
22 Agreement nor their rights or duties under this Agreement without the prior written consent of the other
23 party.

24 **9. HOLD-HARMLESS**

25 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
26 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
27 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
28 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,

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

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

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from 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 shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include any automobile used in connection with this Agreement. Coverages should include owned and non-owned automobiles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

3 E. Child Abuse/Molestation and Social Services Coverage

4 CONTRACTOR shall have either separate policies or an umbrella policy with
5 endorsements covering Child Abuse/Molestation and Social Services Liability
6 coverage or have a specific endorsement on their General Commercial liability
7 policy covering Child Abuse/Molestation and Social Services Liability. The policy
8 limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence
9 with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be
10 on a per occurrence basis.

11 F. Cyber Liability

12 Cyber Liability Insurance, with limits not less than Two Million Dollars
13 (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
14 aggregate. Coverage shall be sufficiently broad to respond to the duties and
15 obligations as is undertaken by CONTRACTOR in this Agreement and shall
16 include, but not be limited to, claims involving infringement of intellectual
17 property, including but not limited to infringement of copyright, trademark, trade
18 dress, invasion of privacy violations, information theft, damage to or destruction
19 of electronic information, release of private information, alteration of electronic
20 information, extortion and network security. The policy shall provide coverage for
21 breach response costs as well as regulatory fines and penalties as well as credit
22 monitoring expenses with limits sufficient to respond to these obligations.

23 G. Waiver of Subrogation

24 CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation
25 which any insurer of CONTRACTOR may acquire against the COUNTY by virtue
26 of the payment of any loss under such insurance. CONTRACTOR agrees to
27 obtain any endorsement that may be necessary to affect this waiver of
28 subrogation, but this provision applies regardless of whether or not the COUNTY
has received a waiver of subrogation endorsement from the insurer.

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

1 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
2 employees any amounts paid by the policy of worker's compensation insurance required by this
3 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
4 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
5 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

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

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

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

28 **11. MONITORING**

1 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, or his or
2 her designee, and DHCS, or their designees, the right to review and monitor records, program or
3 procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's
4 program, in order to ensure compliance with the terms and conditions of this Agreement.

5 **12. REFERENCES TO LAWS AND RULES**

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

9 **13. COMPLIANCE WITH STATE REQUIREMENTS**

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

15 **14. CONFIDENTIALITY**

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

19 **15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

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

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

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

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

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

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

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

15 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable
16 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
17 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
18 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
19 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DBH HIPAA
20 Representative, within two (2) business days of discovery. The notification shall include, to the extent
21 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to
22 have been, accessed, acquired, used, disclosed, or breached.

23 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any
24 action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and
25 regulations. CONTRACTOR shall investigate such breach and is responsible for all notifications required
26 by law and regulation or deemed necessary by COUNTY and shall provide a written report of the
27 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and
28 COUNTY's DBH HIPAA Representative. This written investigation and description of any reporting

necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno
Dept. of Behavioral Health
HIPPA Representative
(559) 600-6798
3147 N. Millbrook Ave
Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
2048 N. Fine Street
Fresno, CA 93727

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

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

I. Safeguards

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

1 Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such
2 safeguards.

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

8 1. Passwords must not be:

9 a. Shared or written down where they are accessible or recognizable
10 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

11 b. A dictionary word; or

12 c. Stored in clear text

13 2. Passwords must be:

14 a. Eight (8) characters or more in length;

15 b. Changed every ninety (90) days;

16 c. Changed immediately if revealed or compromised; and

17 d. Composed of characters from at least three (3) of the following
18 four (4) groups from the standard keyboard:

19 1) Upper case letters (A-Z);

20 2) Lowercase letters (a-z);

21 3) Arabic numerals (0 through 9); and

22 4) Non-alphanumeric characters (punctuation symbols).

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

26 1. Network-based firewall and/or personal firewall;

27 2. Continuously updated anti-virus software; and

28 3. Patch management process including installation of all operating

1 system/software vendor security patches.

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

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

12 J. Mitigation of Harmful Effects

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

18 K. CONTRACTOR's Subcontractors

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

24 L. Employee Training and Discipline

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

1 employment.

2 M. Termination for Cause

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

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

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

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

12 N. Judicial or Administrative Proceedings

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

19 O. Effect of Termination

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

1 P. Disclaimer

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

8 Q. Amendment

9 The parties acknowledge that Federal and State laws relating to electronic data
10 security and privacy are rapidly evolving and that amendment of these provisions may be required to
11 provide for procedures to ensure compliance with such developments. The parties specifically agree
12 to take such action as is necessary to amend this agreement in order to implement the standards and
13 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to
14 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
15 notice in the event that CONTRACTOR does not enter into an amendment providing assurances
16 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the
17 standards and requirements of HIPAA, the 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 is
20 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
21 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
22 liabilities whatsoever.

23 S. Interpretation

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

28 T. Regulatory References

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

3 U. Survival

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

6 V. No Waiver of Obligations

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

10 **16. DATA SECURITY**

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

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

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

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

25 B. CONTRACTOR-Owned Computers or Computer Peripherals

26 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
27 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
28 Officer, and/or his or her designee(s), including but not limited to mobile storage devices. If data is

1 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
2 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
3 connection. Said data must be encrypted.

4 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

27 **17. NON-DISCRIMINATION**

28 During the performance of this Agreement, CONTRACTOR and its subcontractors shall

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

9 CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment
10 and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal. Code
11 Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the
12 Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the
13 awarding state agency to implement such article. CONTRACTOR shall permit access by
14 representatives of the Department of Fair Employment and Housing and the awarding state agency
15 upon reasonable notice at any time during the normal business hours, but in no case less than twenty-
16 four (24) hours notice, to such of its books, records, accounts, and all other sources of information and
17 its facilities as said Department or Agency shall require to ascertain compliance with this clause.
18 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to
19 labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code
20 Regs., tit. 2, §11105). CONTRACTOR shall include the Non-Discrimination and compliance provisions
21 of this clause in all subcontracts to perform work under this Agreement.

22 **18. AMERICANS WITH DISABILITIES ACT**

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

1 Section 11135 codifies section 508 of the Act requiring accessibility of electronic and information
2 technology.

3 **19. CONFLICT OF INTEREST**

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

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

11 **20. COMPLAINTS**

12 CONTRACTOR shall log complaints and the disposition of all complaints from a client or
13 a client's family. CONTRACTOR shall provide a copy of the detailed complaint log entries concerning
14 COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10th) day of the following
15 month, in a format that is mutually agreed upon. In addition, CONTRACTOR shall provide details and
16 attach documentation of each complaint with the log. CONTRACTOR shall post signs informing clients
17 of their right to file a complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents
18 reportable to State licensing bodies that affect COUNTY clients within twenty-four (24) hours of receipt
19 of a complaint.

20 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
21 clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative
22 details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to
23 resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in
24 Exhibit B regarding incident reporting.

25 **21. CHILD ABUSE REPORTING ACT**

26 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director,
27 or his or her designee, to ensure that all of the CONTRACTOR's employees, consultants,
28

1 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal
2 Code, and performing services under this Agreement shall report all known or suspected child abuse or
3 neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall
4 include:

5 A. A requirement that all CONTRACTOR's employees, consultants, subcontractors
6 or agents performing services shall sign a statement that he or she knows of and will comply with the
7 reporting requirements as defined in Penal Code section 11166(a), identified in Exhibit C, attached
8 hereto and incorporated herein by reference and made part of this Agreement.

9 B. Establishing procedures to ensure reporting even when employees, consultants,
10 subcontractors, or agents who are not required to report child abuse under Penal Code section
11 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

12 **22. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**
13 **INFORMATION**

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

17 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
18 the following information must be disclosed by CONTRACTOR by completing Exhibit D, "Disclosure of
19 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein
20 and made part of this Agreement. CONTRACTOR shall submit this form to COUNTY's DBH within
21 thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any
22 changes to this information within thirty-five (35) days of occurrence by completing Exhibit D.
23 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5) percent or
24 greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this
25 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
26 the CONTRACTOR did not submit timely and accurate information and cooperate with any screening
27 method required in CFR, Title 42, Section 455.416. Submissions shall be scanned portable document
28 format (pdf) copies and are to be sent via email to DBHAdministration@fresnocountyca.gov, Attention:

1 Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any
2 person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR has
3 been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid,
4 or Title XXI program in the last ten (10) years.

5 **23. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

17 **24. AUDITS AND INSPECTIONS**

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

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

26 **25. NOTICES**

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

COUNTY

Director, Fresno County
Department of Behavioral Health
3133 N. Millbrook Ave.
Fresno, CA 93703

CONTRACTOR

Chief Programs Officer
Fresno Economic Opportunities
Commission
1920 Marisposa Mall
Fresno, CA 93721-2504

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement 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 (3) 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 (1) 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 Agreement, 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).

26. SEVERABILITY

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

27. GOVERNING LAW

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

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

28. ENTIRE AGREEMENT

1 This Agreement, including all Exhibits, constitutes the entire agreement between
2 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
3 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
4 understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR**

COUNTY OF FRESNO

5 FRESNO ECONOMIC
6 OPPORTUNITIES COMMISSION, INC.

7 

8 (Authorized Signature)

9 Brian Angus
Print Name

10 Chief Executive Officer

11 Title (Chairman of Board, or President,
12 or CEO)

13
14 (Authorized Signature)

15 Print Name


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

20
21
22 **MAILING ADDRESS:**

23 Fresno Economic Opportunities Commission
24 1920 Mariposa Mall
25 Fresno, CA 93721-2504
Contact: Kathleen Shivaprasad, M.S.
Phone No.: (559) 263-1551

26 **FOR ACCOUNTING USE ONLY:**

27 Fund/Subclass: 0001/10000
28 Org No.: 56302230
Account No.: 7295/0



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

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

By: Susan Bishop
Deputy

STATE MENTAL 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 Program (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, and Public Contract Code Section 6108.

b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities.

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

Federal database checks.

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

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

FRESNO COUNTY MENTAL HEALTH PLAN
INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes the form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent – within 24 hours from the time of the incident or first knowledge of the incident:

- Incident Report should be sent to:

DBHIncidentreporting@fresnocountyca.gov and designated Contract Analyst

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR related to the provision of Family Advocacy Services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (PC) section (§) 11165.9.

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

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

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

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

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

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

SIGNATURE



DATE



DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity <u>Fresno County Economic Opportunities Commission</u>		D/B/A <u>Fresno Economic Opportunities Commission</u>		
Address (number, street) <u>1920 Mariposa Mall</u>		City <u>Fresno</u>	State <u>CA</u>	ZIP code <u>93721</u>
CLIA number	Taxpayer ID number (EIN) <u>94-1606519</u>		Telephone number <u>(559) 263-1000</u>	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

YES NO

- 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? ☐ ☒
- 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 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	ADDRESS	EIN
<u>Not Applicable</u>		

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
☐ Unincorporated Associations ☐ Other (specify) _____
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? ☐ ☒
If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year? ☐ ☒
If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year? ☐ ☒
If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization? ☐ ☒
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? ☐ ☒

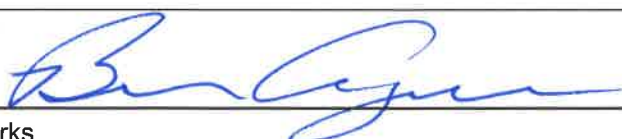
- VII. A. Is this facility chain affiliated? ☐ ☒
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

- B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed) Brian Angus	Title Chief Executive Officer
Signature 	Date 12/6/15

Remarks

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:	