

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 each Contractor listed in Exhibit A “List of Contractors” collectively hereinafter referred to as
4 (“Contractor”), the Fresno County In-Home Supportive Services Public Authority, a corporate
5 public body, hereinafter referred to as the “Public Authority”, and the County of Fresno, a
6 political subdivision of the State of California (“County”).

7 **Recitals**

8 A. Title VI of the Civil Rights Act of 1964 (42 U.S.C et seq.; 45 C.F.R. §80.1 et seq.; and 28
9 C.F.R. §42.101-42.112) requires County and Public Authority to provide oral and written
10 translation and interpretation services to persons with Limited English Proficiency (LEP) to allow
11 for meaningful access to government services. To meet this requirement, the County and Public
12 Authority have a need for verbal interpreting and written translation services for persons served
13 with LEP who seek services from the Public Authority, the County’s Department of Behavioral
14 Health, Department of Public Health, Department of Social Services, Department of Public
15 Works and Planning, Probation Department, and Public Defender, hereinafter referred to
16 individually as “County Department” and collectively as “County”.

17 B. On March 18, 2026, County issued Request for Statement of Qualifications (RFSQ) No.
18 26-044 seeking qualified bidders for Verbal Interpreting and Written Translation Services. An
19 addendum to the RFSQ was released April 6, 2026 to provide responses to potential bidder
20 questions. The RFSQ closed on April 20, 2026.

21 C. Contractors responded to said RFSQ, and were selected to provide services in
22 accordance with the RFSQ and each individual Contractor’s response. County has determined
23 that Contractors are qualified and willing to provide services pursuant to the terms and
24 conditions of this Agreement.

25 The parties therefore agree as follows:
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1 **Article 1**

2 **Contractors' Services**

3 1.1 **Scope of Services.** Contractor shall perform all of the services provided in Exhibit B
4 to this Agreement, titled "Scope of Work."

5 1.2 Contractor shall also perform all services and fulfill all responsibilities as specified in
6 County's Request for Statement of Qualifications (RFSQ) issued under the name of Verbal
7 Interpreting and Written Translation Services RFSQ No. 26-044 dated March 18, 2026 and
8 Addendum No. One (1) to County's RFSQ No. 26-044 dated April 6, 2026 (collectively referred
9 to herein as County's Revised RFSQ) and each individual Contractor's response to County's
10 Revised RFSQ, all incorporated herein by reference and made part of this Agreement. In the
11 event of any inconsistency among these documents, the inconsistency shall be resolved by
12 giving precedence in the following order of priority: (1) to the Agreement, including all Exhibits;
13 (2) to the Revised RFSQ; and (3) to the Response to the Revised RFSQ. A copy of County's
14 Revised RFSQ and each individual Contractor's response thereto shall be retained and made
15 available during the term of this Agreement by County's Department of Behavioral Health (DBH)
16 Plan Administration Division.

17 1.3 **Representation.** Each Contractor represents that it is qualified, ready, willing, and
18 able to perform all of the services provided in this Agreement.

19 1.4 **Compliance with Laws.** Contractor shall, at their own cost, comply with all
20 applicable federal, state, and local laws and regulations in the performance of its obligations
21 under this Agreement, including but not limited to workers compensation, labor, and
22 confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations,
23 and requirements in Exhibit C to this Agreement, titled "Fresno County Behavioral Health
24 Requirements".

25 **Article 2**

26 **County's and Public Authority's Responsibilities**

27 2.1 The County and Public Authority shall meet all obligations provided in Exhibit B to
28 this Agreement, titled "Scope of Work."

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County and Public Authority agree to pay, and Contractor agrees to receive
4 compensation for the performance of services under this Agreement as described in Exhibit D to
5 this Agreement, titled "Financial Terms and Conditions."

6 3.2 **Additional Fiscal Requirements.** Contractor shall comply with all additional
7 requirements in Exhibit D to this Agreement.

8 **Article 4**

9 **Term of Agreement**

10 4.1 **Term.** This Agreement is effective on July 1, 2026 and terminates on June 30, 2029
11 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
12 below.

13 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
14 year periods only upon written approval of both parties at least thirty (30) days before the first
15 day of the next one-year extension period. The County's DBH Director or his or her designee is
16 authorized to sign the written approval on behalf of the County based on Contractor's
17 satisfactory performance. The extension of this Agreement by the County is not a waiver or
18 compromise of any default or breach of this Agreement by Contractor existing at the time of the
19 extension whether or not known to the County.

20 **Article 5**

21 **Notices**

22 5.1 **Contact Information.** The persons and their addresses having authority to give and
23 receive notices provided for or permitted under this Agreement include the following:

24 **For the County and Public Authority:**
25 Director, Department of Behavioral Health
26 County of Fresno
27 5260 N. Palm Ave. Ste. 321
28 Fresno, CA 93704

For Contractor:
See Exhibit A

1 are not allocated, then the County, upon at least thirty (30) days' advance written notice to each
2 individual Contractor, may:

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

5 **6.2 Termination for Breach.**

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

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

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

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

18 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
19 County may terminate this Agreement by giving at least thirty (30) days advance written notice
20 to the applicable Contractor.

21 **6.4 Economic Sanctions.** In accordance with Executive Order N-6-22 regarding
22 Economic Sanctions against Russia and Russian entities and individuals, the County may
23 terminate this Agreement if Contractor is a target of Economic Sanctions or is conducting
24 prohibited transactions with sanctioned individuals or entities. The County shall provide at least
25 thirty (30) days advance written notice to the applicable Contractor.

26 **6.5 No Penalty or Further Obligation.** Any termination of this Agreement by the County
27 under this Article 6 is without penalty to or further obligation of the County.

1 or failure to perform by Contractor (or any of their officers, agents, subcontractors, or
2 employees) under this Agreement. The County may conduct or participate in its own defense
3 without affecting Contractor's obligation to indemnify and hold harmless or defend the County.

4 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

5 **Article 9**

6 **Insurance**

7 9.1 Contractor shall comply with all the insurance requirements in Exhibit E to this
8 Agreement.

9 **Article 10**

10 **Inspections, Audits, and Public Records**

11 10.1 **Inspection of Documents.** Contractor shall make available to the County, and the
12 County may examine at any time during business hours and as often as the County deems
13 necessary, all of Contractor's records and data with respect to the matters covered by this
14 Agreement, excluding attorney-client privileged communications. Contractor shall, upon request
15 by the County, permit the County to audit and inspect all of such records and data to ensure
16 Contractor's compliance with the terms of this Agreement.

17 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
18 Agreement exceeds \$10,000, Contractor is subject to the examination and audit of the
19 California State Auditor, as provided in Government Code section 8546.7, for a period of three
20 (3) years after final payment under this Agreement. This section survives the termination of this
21 Agreement.

22 10.3 **Public Records.** The County is not limited in any manner with respect to its public
23 disclosure of this Agreement or any record or data that Contractor may provide to the County.
24 The County's public disclosure of this Agreement or any record or data that Contractor may
25 provide to the County may include but is not limited to the following:

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

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

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

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

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

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

20 **10.4 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in Contractor's possession or control, and
22 which the County has a right, under any provision of this Agreement or applicable law, to
23 possess or control, then the County may demand, in writing, that Contractor deliver to the
24 County, for purposes of public disclosure, the requested records that may be in the possession
25 or control of Contractor. Within five (5) business days after the County's demand, Contractor
26 shall (a) deliver to the County all of the requested records that are in Contractor's possession or
27 control, together with a written statement that Contractor, after conducting a diligent search, has
28 produced all requested records that are in Contractor's possession or control, or (b) provide to

1 the County a written statement that Contractor, after conducting a diligent search, does not
2 possess or control any of the requested records. Contractor shall cooperate with the County
3 with respect to any County demand for such records. If Contractor wishes to assert that any
4 specific record or data is exempt from disclosure under the CPRA or other applicable law, it
5 must deliver the record or data to the County and assert the exemption by citation to specific
6 legal authority within the written statement that it provides to the County under this section.
7 Contractor's assertion of any exemption from disclosure is not binding on the County, but the
8 County will give at least ten (10) days' advance written notice to Contractor before disclosing
9 any record subject to Contractor's assertion of exemption from disclosure. Contractor shall
10 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
11 that results from Contractor's delay, claim of exemption, failure to produce any such records, or
12 failure to cooperate with the County with respect to any County demand for any such records.

13 **Article 11**

14 **Data Security**

15 11.1 Contractor shall be responsible for the privacy and security safeguards, as identified
16 in Exhibit F to this agreement, titled "Data Security." To the extent required to carry out the
17 assessment and authorization process and continuous monitoring, to safeguard against threats
18 and hazards to the security, integrity, and confidentiality of any County data collected and stored
19 by Contractor, Contractor shall afford the County access as necessary at Contractor's
20 reasonable discretion, to Contractor's facilities, installations, and technical capabilities. If new or
21 unanticipated threats or hazards are discovered by either the County or Contractor, or if existing
22 safeguards have ceased to function, the discoverer shall immediately bring the situation to the
23 attention of the other party.

24 **Article 12**

25 **Disclosure of Self-Dealing Transactions**

26 12.1 **Applicability.** This Article 12 applies if Contractor is operating as a corporation, or
27 changes its status to operate as a corporation.

1 criminal background check, including fingerprinting, if required by law, prior to
2 execution of Contract. (42 C.F.R. § 455.434)

3 (B) Disclosures Related to Business Transactions:

4 (1) The ownership of any subcontractor with whom Contractor has had business
5 transactions totaling more than \$25,000 during the twelve (12) month period ending
6 on the date of the request.

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

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

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

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

20 13.3 Contractor must provide disclosure upon execution of Contract, extension for
21 renewal, and within thirty-five (35) days after any change in Contractor's ownership or upon
22 request of County. County may refuse to enter into an agreement or terminate an existing
23 agreement with a Contractor if that Contractor fails to disclose ownership and control interest
24 information, information related to business transactions and information on persons convicted
25 of crimes, or if Contractor does not fully and accurately make the disclosure as required.

26 13.4 Contractor must provide the County with written disclosure of any prohibited
27 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
28 or have other relationships with providers Excluded from participation in Federal Health Care

1 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
2 §438.610.

3 13.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
4 DBHPlanAdministration@fresnocountyca.gov with a copy sent via email to the assigned DBH
5 Contract Analyst. County may deny enrollment or terminate this Agreement where any person
6 with five percent (5%) or greater direct or indirect ownership interest in Contractor has been
7 convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid,
8 or Title XXI program in the last ten (10) years. County may terminate this Agreement where any
9 person with five percent (5%) or greater direct or indirect ownership interest in Contractor did
10 not submit timely and accurate information and cooperate with any screening method required
11 in C.F.R, Title 42, Section 455.416.

12 **Article 14**

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

14 14.1 **Applicability.** Contractor is required to disclose if any of the following conditions
15 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
16 referred to as "Contractor"):

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

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

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

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

24 or

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

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

1 Said modifications shall not result in any change to the maximum compensation amount
2 payable to Contractor, as stated herein.

3 (B) **Rate Modification.** In addition, changes to service rates on Exhibit D –
4 Attachment A that do not exceed five percent (5%) of the approved rate annually, or that
5 are needed to accommodate state-mandated rate increases, may be made with the
6 written approval of the DBH Director, or designee. These rate changes may not add or
7 alter any other terms or conditions of the Agreement. Said modifications shall not result
8 in any change to the annual maximum compensation amount payable to Contractor,
9 as stated herein.

10 (1) **Just-Cause Rate Adjustment Request.** Contractor must submit a written
11 request for any non-state mandated rate increase request of up to five percent (5%)
12 in any single contract year (the "Rate Increase"). Written requests shall be submitted
13 to the DBH Director or designee and shall describe the just-cause event, the date it
14 occurred, and its direct impact on Contractor's costs, together with supporting
15 documentation (including but not limited to invoices, payroll records, supplier notices,
16 third party cost summaries, regulatory notices, and a calculation showing the
17 requested increase does not exceed five percent (5%) of the applicable approved
18 rate). The DBH Director or designee shall review the request and may request
19 additional documentation. Contractor must demonstrate, to the reasonable
20 satisfaction of the DBH Director or designee, that one or more of the following just-
21 cause events has occurred and directly and materially increased Contractor's cost of
22 providing the services:

23 15.1.B.1.1. A documented, unanticipated increase in federal, state, or local
24 statutory requirements or mandatory compliance costs (including new
25 licensing, certification, reporting, or staffing mandates) that were not in
26 effect as of the effective date and that materially increase Contractor's
27 operating costs for the services;
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1 15.1.B.1.2. A documented, sustained, and substantial increase in the cost of
2 labor (wages and required benefits), utilities, or Contractor required
3 insurance premiums of at least five percent (5%) over the preceding
4 twelve (12) months that directly affects performance of the services; or

5 15.1.B.1.3. Sudden and significant increases in the cost of essential goods or
6 services (including but not limited to labor, utilities, or transportation)
7 used primarily to deliver the services, where such increases were
8 unforeseeable and outside Contractor's control.

9 (2) **Approval.** If the DBH Director or designee, in their reasonable discretion,
10 determines that the Contractor has demonstrated just-cause under this section, the
11 DBH Director or designee may approve a Rate Increase in writing, which approval
12 shall specify the revised rate and effective date. Any approved Rate Increase shall
13 be limited to the minimum increase necessary to reasonably address the
14 documented increased costs and shall not exceed five percent (5%) in any single
15 contract year.

16 15.2 **Separate Agreement.** It is mutually understood by the parties that this Agreement
17 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
18 Contractors understand that a separate Agreement is formed between each
19 individual Contractor and County.

20 15.3 **Addition/Deletion of Providers.** The County reserves the right at any time during
21 the term of this Agreement to add Contractors to and remove Contractors from the list contained
22 on Exhibit A. It is understood that any such additions and removals will not affect compensation
23 paid to the other Contractors, and therefore such additions and removals may be made by
24 County without notice or approval of other Contractors under this Agreement. The County's
25 DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual
26 written consent between the DBH Director and Contractor.

27 15.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 15.5 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 15.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consent to California jurisdiction for actions arising from or related
5 to this Agreement, and, subject to the Government Claims Act, all such actions must be brought
6 and maintained in Fresno County.

7 15.7 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 15.8 **Days.** Unless otherwise specified, "days" means calendar days.

12 15.9 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 15.10 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 15.11 **Nondiscrimination.** During the performance of this Agreement, Contractor shall not
20 unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

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

3 15.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
4 of Contractor under this Agreement on any one or more occasions is not a waiver of
5 performance of any continuing or other obligation of Contractor and does not prohibit
6 enforcement by the County of any obligation on any other occasion.

7 15.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
8 between Contractor and the County with respect to the subject matter of this Agreement, and it
9 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature unless those things are expressly included in
11 this Agreement. If there is any inconsistency between the terms of this Agreement without its
12 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
13 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
14 exhibits.

15 15.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
16 create any rights or obligations for any person or entity except for the parties.

17 15.15 **Authorized Signature.** Contractor represent and warrant to the County that:

18 (A) Each individual Contractor is duly authorized and empowered to sign and
19 perform its obligations under this Agreement.

20 (B) The individuals signing this Agreement on behalf of each individual Contractor
21 are duly authorized to do so and their signatures on this Agreement legally bind
22 Contractor to the terms of this Agreement.

23 15.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by
24 electronic signature as provided in this section.

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

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

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

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

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

18 15.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
19 original, and all of which together constitute this Agreement.

20 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

COUNTY OF FRESNO

SEE FOLLOWING SIGNATURE PAGES

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

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

By: _____
Deputy

FRESNO COUNTY IN-HOME SUPPORT SERVICE – PUBLIC AUTHORITY


Garry Bredefeld, Chairman of the Fresno County In-Home Supportive Services - Public Authority

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The parties are signing this Agreement on the date stated in the introductory clause.


Contractor: **911 Interpreters Inc.**

By 

Print Name: Liliana Montoya

Title: Director of Operations

Date: June 9, 2026

By 

Print Name: Maria Garcia

Title: Business Development Specialist

Date: June 9, 2026

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Contractor: **Global Interpreting Network Inc.**

3 By Joe Whittington

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5 Print Name: Joe Whittington

6 Title: VP Sales and Customer Support

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8 Date: June 8, 2026

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Contractor: **Daniel Shamebo d.b.a. Language Translation Services**

3 By 

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5 Print Name: Daniel S. Sabore

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7 Title: Managing Director

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9 Date: 6/9/2026

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The parties are signing this Agreement on the date stated in the introductory clause.

Provider: GM PRO Talent Solutions LLC

By Makenley Dorvius

Print Name: Makenley Dorvius

Title: Sales Manager & Founder

Date: 06 / 11 / 2026

By Mireille Exima

Print Name: Mireille Exima

Title: Co-Founder

Date: 06 / 11 / 2026

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The parties are signing this Agreement on the date stated in the introductory clause.

Contractor: **Linguanational Translations, Inc.**

By Janie Markos

Print Name: Janie Markos

Title: CEO

Date: 6-12-26

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The parties are signing this Agreement on the date stated in the introductory clause.

Contractor: **Ka Yang d.b.a. Southeast Asian Certified Interpreters**

By *Ka Yang*

Print Name: Ka Yang

Title: Owner

Date: 6/8/2026

By *Mao Gorham*

Print Name: Mao Gorham

Title: Co-Owner

Date: 6/11/2026

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The parties are signing this Agreement on the date stated in the introductory clause.

Contractor: **Ultimate Linguistics LLC**

By Omar Lopez

Print Name: Omar Lopez

Title: Owner

Date: 06/09/2026

The parties are signing this Agreement on the date stated in the introductory clause.

Contractor:

LanguageArts LLC

By



Print Name: Claudio Federico

Title: COO

Date: 6/8/2026

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Contractor: **Propio LS, LLC**

3 By Christopher Pesce

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5 Print Name: Christopher Pesce

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7 Title: Chief Financial Officer

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9 Date: Jun 11, 2026

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The parties are signing this Agreement on the date stated in the introductory

clause. Contractor: **Maribel Garcia-Tavarez**

By *mi Garcia*

Print Name: Maribel Garcia-Tavarez

Title: Sole Proprietorship

Date: 6/12/2026

For accounting use only:

Fund/Subclass: 0001/10000 Account: 7295					
Org No.	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
5611	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
5620	\$ 78,000	\$ 78,000	\$ 78,000	\$ 78,000	\$ 78,000
7205	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
43600200	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
43600350	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
3430	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
2880	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Fund/Subclass: 0001/10000 Account: 7294					
Org No.	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
5630	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Fund/Subclass: 0001/10000 Account: 7870					
Org No.	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
5610	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
Fund/Subclass: 0701/15001 Account: 7295					
Org No.	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
9015	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Fund/Subclass: 0801/16900 Account: 7295					
Org No.	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
9140	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Total	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000

LIST OF CONTRACTORS

	Contracted Provider	Contact Information	Services Provide
01	911 Interpreters Inc	Maria Garica, Business Dev Specialist 205 North Michigan Avenue, Suite 810 Chicago, IL 60601 (866)810-0911 communications@911interpreters.com	<ul style="list-style-type: none"> • Remote Interpretation Services (OPI/VRI) • Written Translation Services
02	Global Interpreting Network Inc	Joe Whittington, VP Sales 25060 Avenue Stanford, Ste 155 Valencia, CA 91355 Direct: (602)877-5537, Main: (866)397-9288 jwhittington@globalinterpreting.com	<ul style="list-style-type: none"> • Remote Interpretation Services (OPI/VRI) • Written Translation Services
03	GM PRO Talent Solutions LLC	Makenley Dorvius, Sale Manager & Founder 2093 Philadelphia Pike #1872 Claymont, DE 19703 (850)374-6760 contact@gmprotalentsolutions.com	<ul style="list-style-type: none"> • Remote Interpretation Services (OPI/VRI) • Written Translation Services
04	LanguageArts LLC	Pola Aghakhanians, Team Leader 19860 Plummer St Chatsworth, CA 91311 (747)319-8961 Pola@LanguageArtsUSA.com	<ul style="list-style-type: none"> • Remote Interpretation Services (OPI/VRI)
05	Daniel Shamebo, dba Languages Translation Services	Daniel S. Sabore, Managing Director 6543 Rolling Creek Dr Colorado Springs, CO 80924 (253)835-0107 info@advancedtranslationservices.com dshamebo@languages-translation.info	<ul style="list-style-type: none"> • Verbal Interpreting Services (Onsite/In-person, OPI and VRI) • Written Translation Services
06	Linguanational Translations, Inc	Janie Markos, CEO 401 N. Michigan Ave, Ste 1200 Chicago, IL 60611 (312)375-5818 jmarkos@linguanational.com	<ul style="list-style-type: none"> • Written Translation Services
07	Maribel Garcia-Tavarez	Maribel Garcia-Tavarez, Independent Interpreter 907 "I" Street Sanger, CA 93657	<ul style="list-style-type: none"> • Verbal Interpreting Services (Onsite/In-person, OPI and VRI)

		(562)447-7260 Tavarez2012.mg@gmail.com	
08	Propio LS, LLC	Hayley Emmons, Sr. RFP Manager 4950 College Blvd Overland Park, KS 66211 (913)381-3143 hemmons@propio.com	<ul style="list-style-type: none"> • Remote Interpretation Services (OPI/VRI)
09	Ka Yang, dba Southeast Asian Certified Interpreters	Ka Yang, President P.O. Box 1257 Clovis, CA 93613 (559)324-8866 seacinterpreters@gmail.com	<ul style="list-style-type: none"> • Verbal Interpreting Services (Onsite/In-person and OPI) • Written Translation Services
10	Ultimate Linguistics	Omar Lopez, Owner 4020 S Demaree St, Ste A Visalia, CA 93291 (559)901-6532 Ultimate_linguistics@yahoo.com	<ul style="list-style-type: none"> • Verbal Interpreting Services (Onsite/In-person and OPI)

SCOPE OF WORK

I. **PROGRAM NAME**

Verbal Interpreting and Written Translation Services

II. **BACKGROUND**

The County of Fresno, on behalf of the Department of Behavioral Health (DBH), the Department of Social Services (DSS), the Department of Public Health (DPH), the Department of Public Works and Planning (DPW&P), the Probation Department, the Public Defender, and In-Home Supportive Services (Public Authority) require verbal interpreting and/or written translation services to support County persons served.

III. **TARGET POPULATION**

Contractor shall provide verbal interpretation and/or written translation services requested by County and Public Authority staff to serve Limited English Proficiency (LEP) persons.

IV. **DESCRIPTION OF SERVICES**

a. Summary of Services:

Contractor shall:

1. Provide face-to-face, over-the-phone and video-remote verbal interpretation and/or written translation services requested by County and Public Authority staff to served Limited English Proficiency (LEP) persons served in one or more the following language(s); including but not limited to Spanish, Hmong, Punjabi, Lao, Cambodian, Armenian, Chinese (Cantonese and Mandarin), Russian, Tagalog, Vietnamese, and for non-prevalent languages such as Mixteco, Zapotec, Guatemalan, Q'anjobal and Oto-Manguen languages, and other indigenous languages.
2. Interact with a wide range of multi-cultural and Non-English-speaking persons served.
3. Communicate effectively with persons served, their families, County staff and Public Authority staff.
4. Function as liaison between persons served, County staff and Public Authority staff.
5. Establish and maintain cooperative working relationships with all levels of professional (clinical, if applicable), administrative and support staff.

6. Provide verbal translation of English documents or other languages while simultaneously interpreting during face-to-face interviews, hearings, visitation, and other related events.
7. Respond to all email inquiries for translation and interpretation services within 1-hour during normal business days and hours, typically Monday through Friday from 8:00 am PST to 5:00 pm PST.
8. Provide the County and Public Authority with a minimum 24-hour notice to cancel an assignment.
9. Must keep an assignment already accepted except for reasonable and justifiable reasons, such as illness or family emergency.
10. Attend a County Behavioral Health Interpreter Training every five (5) years, with the initial training occurring within six (6) months from contract execution.
11. Participate in a mandatory interpreter skills assessment when requested by County and Public Authority.
12. Attend any County and Public Authority-requested meetings to discuss work-related issues or concerns

b. Location of Services:

Contractor shall:

1. Provide over-the-phone interpretation, video-remote interpretation, and written translation services at their normal place of work, or remotely where access to services are available, but not while driving nor operating any moving vehicles.
2. Provide in-person interpretation services across diverse locations within Fresno County. Service areas may encompass, but are not limited to, the incorporated and unincorporated communities of Fresno, Clovis, Selma, Parlier, Reedley, Sanger, Kerman, Kingsburg, Coalinga, Firebaugh, Calwa, Friant, Mendota, Fowler, Shaver Lake, San Joaquin, Orange Cove, Del Rey, Yokuts Valley, Auberry, Huron, Caruthers, Riverdale, Laton, Big Creek, Tranquility, Biola, Raisin City, Easton, Three Rocks, Cantua Creek, Lanare, Minkler, Mayfair, Malaga, Bowles, Monmouth, and West Park. Interpretation services may be required in various settings, including but not limited to private residences, judicial institutions, and county administrative offices.

c. Hours of Operation:

Contractor shall provide services during normal business days and hours, typically Monday through Friday from 8:00 am PST to 5:00 pm PST, and if needed, during non-business days and hours for occasions such as, but not limited to, community events and sessions.

d. Referral Sources and Referral Process:

Selection for interpreting and/or written translation jobs shall be based on required language, cost, and quickest response time. Determination of which contracted provider each County Department will choose from Exhibit A to provide services will be dependent on the Contractor's availability, hourly rate, and expertise.

e. Contractor Shall:

1. Maintain records of all translation and interpretation requests.
2. Correct any translation errors identified by the County at no additional cost.
3. Participate in contract monitoring meetings as needed with County Departments or Public Authority representatives to address service provision, information sharing, and resolution of any issues or problems identified by County, Public Authority or contractor.

f. County Shall:

1. Submit service requests in a timely manner.
2. Designate staff for coordination and communication.
3. Review submitted work and request revisions as needed.
4. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with the Department of Health Care Services (DHCS) and/or other oversight agencies in regard to program administration and outcomes.
5. Participate in evaluating overall program progress and efficiency and be available to Contractor for ongoing consultation.
6. Gather outcome information from target person served groups and Contractor throughout each term of the Agreement. County shall notify Contractor when their participation is required. The performance outcome measurement process shall not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, data analysis and other methods of obtaining required information. To comply with changing regulations, outcome and data tracking requirements are expected to change and County will inform and work with the Contractor to adapt throughout the term of the Agreement.
7. Assist Contractor's efforts toward cultural and linguistic responsiveness by providing technical assistance regarding cultural responsiveness requirements.

V. STAFFING

a. Staffing level:

1. Contractor shall maintain sufficient operational capacity to meet County and Public Authority service volume and turnaround time requirements and emergency needs.
2. Interpreter(s) providing services must meet required qualifications and be certified for the declared language(s) by:
 - i. Certification or registration for spoken language interpretation as per the California Courts Language Access Services requirements which entails passing the written exam and the Bilingual Interpreting Exam (BIE) and enrollment with the California Judicial Council to be a spoken language Court Interpreter. <https://languageaccess.courts.ca.gov/court-interpreters-resources/certified-court-interpreting> or California Interpreter Certification from a legal interpretation program.
 - ii. National Board of Certification for Medical Interpreters or Commission for Healthcare Interpreters - to provide interpreter and/or written translation services for County related to medical and/or clinical services, or any related public event supporting the County.
 - iii. National Interpreter Certification (NIC)
 - iv. If interpreter(s) providing interpreting services for languages with no available certification, contractor must submit other relevant documentation to support their proficiency in said language.

Fresno County Behavioral Health Requirements

I. General Requirements

- a. **Guiding Principles.** Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit C – Attachment A to this Agreement, titled “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Licenses/Certificates.** Throughout the term of this Agreement, Contractor and Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. Contractor shall notify County immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, Contractor and Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
- c. **Training.** Contractor agrees that its employees, volunteers, interns, and student trainees or subcontractors of Contractor, in each case, are expected to perform professional services per an agreement with County. Contractor will comply with the training requirements and expectations referenced in Exhibit C – Attachment B to this Agreement, titled “Fresno County Department of Behavioral Health Contractor Training Requirements Reference Guide”.
- d. **Subcontracts.** Contractor shall obtain written approval from County’s Department of Behavioral Health Director, or designee, before subcontracting any of the services delivered under this Agreement. County’s Department of Behavioral Health Director, or designee, retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.

Contractor shall be held primarily responsible by County for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by County’s Department of Behavioral Health Director, or designee. The use of

subcontractors by Contractor shall not entitle Contractor to any additional compensation that is provided for under this Agreement.

- e. **Reports.** Contractor shall submit the following reports and data, if requested:
 - i. Contractor shall furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that Contractor fail to provide such reports or other information required hereunder, it shall be deemed sufficient cause for County to withhold monthly payments until there is compliance. In addition, Contractor shall provide written notification and explanation to County within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.
- f. **Compliance with Behavioral Health Specific Laws.**
 - i. Contractor shall provide services in conformance with all applicable State and Federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:
 1. California Code of Regulations, Title 9;
 2. California Code of Regulations, Title 22;
 3. California Welfare and Institutions Code, Division 5;
 4. United States Code of Federal Regulations (CFR), Title 42, including but not limited to Parts 438 and 455;
 5. United States CFR, Title 45;
 6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
 7. Balanced Budget Act of 1997;
 8. Health Insurance Portability and Accountability Act (HIPAA); and
 9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of County's, state or federal contracts governing services for persons served.
 - ii. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply

with the amended authority as of the effective date of such amendment without amending this Agreement.

iii. Contractor recognizes that County operates its behavioral health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors. Contractor shall adhere to all State requirements, including those identified in Exhibit C – Attachment C to this Agreement, titled “State Behavioral Health Requirements”.

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

h. **Generative Artificial Intelligence Technology Use & Reporting**

i. During the term of this Agreement, Contractor must notify the County in writing if their services or any work under this Agreement includes, or makes available, any Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors.

1. Contractor’s notification must include:

- a. The name and description of the GenAI tool used.
- b. The purpose and manner in which the GenAI tool is used in performing services under this Agreement.
- c. The safeguards and controls in place to ensure data security, confidentiality and compliance with applicable laws and regulations.

ii. Contractor must also notify the County of any new or previously undisclosed GenAI technology introduced before and during the term of this Agreement. At the direction of the County, Contractor shall discontinue the use of any GenAI technology used in the service or any work under this agreement that materially impacts functionality, risk, or contract performance until such use has been reviewed by the County.

i. **Confidentiality.**

- i. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f).
- ii. Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other Party for the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.
- iii. The Contractor shall not disclose the County's data except to any third parties as necessary to operate the Contractor Products and Services (provided that the Contractor hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide, nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Contractor Products and Services by the Contractor, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).
- iv. Upon termination of the Agreement, or upon a Party's request, each Party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.
- v. All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.
- j. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

k. **Publicity Prohibition.**

- i. **Self-Promotion.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
- ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit B of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County's DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.

l. **Child Abuse Reporting Act.**

- i. Contractor shall establish a procedure acceptable to the County's DBH Director, or designee, to ensure that all of the Contractor's employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall include:
 1. A requirement that all Contractor's employees, consultants, subcontractors or agents performing services shall sign a statement that they know of and will comply with the reporting requirements as defined in Penal Code section 11166(a).
 2. Establishing procedures to ensure reporting even when employees, consultants, subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

II. **Assurances**

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

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

and state databases. This includes the Social Security Administration's Death Master File, NPDES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

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

III. Inspection and Audit Requirements

- a. Internal Auditing. Contractor shall institute and conduct a Quality Assurance Process for all services provided hereunder.

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

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

IV. Right to Monitor

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

- b. **Accessibility.** Contractor shall make all of its books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(i)-(ii)).

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

- c. **Cooperation.** Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
- d. **Probationary Status.** County reserves the right to place Contractor on probationary status should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.
- e. **Record Retention.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including

grievance and appeal records, and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.

V. Complaint Logs and Grievances

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

VI. Compliance Requirements

- a. **Internal Monitoring and Auditing**
 - i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to

billing practices, licensure/certification verification and adherence to County, State and Federal regulations.

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

b. Compliance Program

- i. The County DBH has established a Compliance Office for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to County DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.
- ii. Contractor's Compliance Program must include the following elements:
 1. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contractor's Board of Directors and compliance committee comprised of senior management who are charged with

overseeing Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to Contractor's Board of Directors.

- iii. Policies and Procedures
 - 1. Contractor shall have written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards.
- iv. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement.
- v. Contractor shall implement and maintain written policies for all County DBH-funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- vi. Contractor shall maintain documentation, verification or acknowledgement that Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and Contractor's Compliance Program.
- vii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt County DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

Fresno County DBH Compliance Office

1925 E. Dakota Ave. Ste A

Fresno, California 93726

Or send via email to: DBHCompliance@fresnocountyca.gov

c. Program Integrity Requirements

- i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.
- ii. If Contractor identify an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify County DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- iii. Contractor shall fully cooperate with all audits, reviews, or investigations conducted by the DBH Compliance Office. Never conceal, falsify, or alter records, provide false information, or otherwise obstruct any audit or investigation.
- iv. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of Contractor's ability to pursue, Contractor shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.
- v. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- vi. Contractor shall immediately report any information about changes in the circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.
- vii. Contractor shall immediately report any information about a change in Contractor's or Contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.
- viii. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.

d. Code of Conduct

- i. Contractor shall take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
- ii. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
- iii. Contractor shall bill only for eligible services actually rendered and fully documented.
- iv. Contractor shall act promptly to investigate and correct problems if errors in claims or billing are discovered.

VII. Federal and State Laws.

- a. The Contractor shall follow all federal and state laws and regulations relating to the services described in this Agreement.
- b. **Health Insurance Portability and Accountability Act.** County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

Contractor and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information Act (CMIA), and California Welfare and Institutions Code section 5328. The

Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.

The County is a “Covered Entity,” and the Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. As a Business Associate, Contractor agrees to comply with the terms of Exhibit C – Attachment D to this Agreement, titled “Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement”.

VIII. Cultural and Linguistic Competency

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

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

- e. **Training Requirements.** Cultural responsiveness training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.
- f. **Continuing Cultural Responsiveness.** Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

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

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

8. Principle Eight - Co-occurring Capable

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

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

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

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

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

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

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

FRESNO COUNTY CONTRACTOR TRAINING REQUIREMENTS REFERENCE GUIDE

This Training Requirements Reference Guide identifies the required that Contractor is responsible for offering to all employees, volunteers, interns, and student trainees of Contractor or its subcontractors who, in each case, are expected to perform professional services while contracted by County. There are some trainings offered by the County at no cost to Contractor, and those are identified within this document. The remaining trainings are the responsibility of Contractor to provide and cover associated costs. The expectations for Contractor staff attending County-offered trainings are included within this guide. Contractor must consider and include sufficient time and funds for required trainings.

I. Trainings Provided by County Department of Behavioral Health (DBH)

a. Behavioral Health Interpreter Training for Interpreters

Duration: 14 hours

This training is for any Contractor(s) that will be invoicing the Department of Behavioral Health for interpreting services.

II. Contractor is Responsible for Ensuring and/or Providing These Trainings are Offered and Completed

a. Health Insurance Portability and Accountability Act (HIPAA) Training

Duration: May vary based on selected training

As a covered entity, or a business associate of a covered entity, Contractor shall meet the training requirements described in the HIPAA Privacy Rule 45 CFR § 164.530(b)(1) and the HIPAA Security Rule 45 CFR § 164.308(a)(5). Contractor may use their discretion to select an appropriate HIPAA training. Training shall be completed by all DBH-funded staff within thirty (30) days of contract execution or hire and annually thereafter.

STATE BEHAVIORAL HEALTH REQUIREMENTS

I. CONTROL REQUIREMENTS

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

II. PROFESSIONAL LICENSURE

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

III. 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.

IV. 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.

V. 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

I. 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.)

II. 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.
 - i. Establish a Drug-Free Awareness Program to inform employees about:
 - ii. the dangers of drug abuse in the workplace;
 - iii. the person's or organization's policy of maintaining a drug-free workplace;
 - iv. any available counseling, rehabilitation and employee assistance programs; and,

- v. penalties that may be imposed upon employees for drug abuse violations.
- b. Every employee who works on this Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement;
and,
 - ii. 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.)

III. 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.)

IV. 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.

V. **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.

VI. **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).

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

VIII. **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.

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

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

- i. 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.
- ii. No officer or employee shall contract on their own behalf as an independent Contractor with any state agency to provide goods or services.

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

- i. For the two (2) year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- ii. For the twelve (12) month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to them leaving state service.

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

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

II. **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)

- III. **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.)
- IV. **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.
- V. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) shall be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- VI. **RESOLUTION:** A County, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
- VII. **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.

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

IX. 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.

a. Federal database checks

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

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

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

I. PROTECTIONS FOR PERSONS SERVED

a. Grievances, Appeals, and Notices of Adverse Benefit Determination

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor shall be immediately forwarded to the County's DBH Plan Administration Division or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the DBH Plan Administration staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) shall be issued by Contractor within the specified timeframes using the template provided by the County.
- iv. NOABDs shall be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice shall have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor shall inform the County immediately after issuing a NOABD.
- v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings shall be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
- vi. Contractor shall provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

- vii. Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures. The record shall be accurately maintained in a manner accessible to the County and available upon request to DHCS.

b. Advanced Directives

- i. Contractor shall comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

c. Continuity of Care

- i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

II. QUALITY IMPROVEMENT PROGRAM

a. Quality Improvement Activities and Participation

- i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating grievances of the person served, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.
 - 4. Informing the County and individuals of the results of persons served/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns.

The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

III. DATA, PRIVACY AND SECURITY REQUIREMENTS

a. Electronic Privacy and Security

- i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall

- establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of person served signed documents: discharge plans, informing materials, and health questionnaire.
 - iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

IV. PROGRAM INTEGRITY

a. Credentialing and Re-credentialing of Providers

- i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - 1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - 2. A history of loss of license or felony convictions;
 - 3. A history of loss or limitation of privileges or disciplinary activity;
 - 4. A lack of present illegal drug use; and
 - 5. The application's accuracy and completeness
- ii. Contractor shall file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and shall make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

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

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

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

II. Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. Contractor shall not use such identifying information or genetic information for any purpose other than carrying out Contractor’s obligations under this Agreement.

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

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

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

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

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

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

VII. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which Contractor becomes aware,

immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County’s Information Security Officer and Privacy Officer and County’s Department of Public Health (“DPH”) HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County’s Information Security Officer and Privacy Officer and County’s DPH HIPAA Representative.

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

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

VIII. 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 Contractor on behalf of County, in compliance with Parts the HIPAA Rules. 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 Contractor on behalf of County, available to the 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 of Contractor, Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

IX. Safeguards

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

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

a. Passwords must **not** be:

- i. 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;
- ii. A dictionary word; or
- iii. Stored in clear text

b. Passwords must be:

- i. Eight (8) characters or more in length;
- ii. Changed every ninety (90) days;
- iii. Changed immediately if revealed or compromised; and
- iv. 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:

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

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

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

X. Mitigation of Harmful Effects

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

XI. Contractor's Subcontractors

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

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

XII. Employee Training and Discipline

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

XIII. Termination for Cause

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

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

XIV. Judicial or Administrative Proceedings

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

XV. Effect of Termination

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

XVI. Compliance with Other Laws

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

XVII. Disclaimer

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

XVIII. Amendment

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

XIX. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this exhibit is intended to confer, and nothing in this exhibit does confer, upon any person other than County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XX. Interpretation

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

XXI. Regulatory References

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

XXII. Survival

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

XXIII. No Waiver of Obligation

Change, waiver or discharge by County of any liability or obligation of Contractor under

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

FINANCIAL TERMS AND CONDITIONS

This Exhibit sets forth the financial terms and conditions, including compensation, invoicing, billing, audits, and other fiscal requirements, and is incorporated into the Agreement between County and Contractor. County shall ensure timely and accurate compensation for services delivered and fulfill all responsibilities associated with funding sources under this Agreement.

I. Compensation

County shall compensate Contractor for services rendered under this Agreement, subject to the limitations and conditions herein. Compensation under this Agreement shall be paid only for services performed in accordance with its terms, while the Agreement is in effect, and subject to the amounts stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Total Maximum Compensation

In no event shall total compensation payable to Contractor for all services provided under this Agreement exceed Two Million Five Hundred Fifty Thousand and No/100 Dollars (\$2,550,000.00), during the entire term of this Agreement.

The maximum compensation may be increased only through a written amendment, contingent on the availability of sufficient funds.

i. Illustrative Table

Fiscal Year	Department	Organization Number	Total FY Maximum Compensation
FY 2026-27	Department of Behavioral Health	5630	\$ 200,000
	Department of Social Services	5610	\$ 180,000
	Public Authority	5611	\$ 6,500
	Probation Department	3430	\$ 4,500
	Public Defender	2880	\$ 10,000
	Department of Public Health	5620	\$ 78,000
	Department of Public Works and Planning	7205	\$ 5,000
		9015	\$ 5,000
		9140	\$ 5,000
		43600200	\$ 6,000
	43600350	\$ 10,000	
FY 2027-28	Department of Behavioral Health	5630	\$ 200,000
	Department of Social Services	5610	\$ 180,000
	Public Authority	5611	\$ 6,500

	Probation Department	3430	\$	4,500	
	Public Defender	2880	\$	10,000	
	Department of Public Health	5620	\$	78,000	
	Department of Public Works and Planning		7205	\$	5,000
			9015	\$	5,000
			9140	\$	5,000
			43600200	\$	6,000
	43600350	\$	10,000		
FY 2028-29	Department of Behavioral Health	5630	\$	200,000	
	Department of Social Services	5610	\$	180,000	
	Public Authority	5611	\$	6,500	
	Probation Department	3430	\$	4,500	
	Public Defender	2880	\$	10,000	
	Department of Public Health	5620	\$	78,000	
	Department of Public Works and Planning		7205	\$	5,000
			9015	\$	5,000
			9140	\$	5,000
			43600200	\$	6,000
	43600350	\$	10,000		
FY 2029-30	Department of Behavioral Health	5630	\$	200,000	
	Department of Social Services	5610	\$	180,000	
	Public Authority	5611	\$	6,500	
	Probation Department	3430	\$	4,500	
	Public Defender	2880	\$	10,000	
	Department of Public Health	5620	\$	78,000	
	Department of Public Works and Planning		7205	\$	5,000
			9015	\$	5,000
			9140	\$	5,000
			43600200	\$	6,000
	43600350	\$	10,000		
FY 2030-31	Department of Behavioral Health	5630	\$	200,000	
	Department of Social Services	5610	\$	180,000	
	Public Authority	5611	\$	6,500	
	Probation Department	3430	\$	4,500	
	Public Defender	2880	\$	10,000	
	Department of Public Health	5620	\$	78,000	
	Department of Public Works and Planning		7205	\$	5,000
			9015	\$	5,000
			9140	\$	5,000
			43600200	\$	6,000
	43600350	\$	10,000		
			\$	2,550,000	

b. Maximum Compensation

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor shall be as follows:

July 1, 2026 – June 30, 2027: Five Hundred Ten Thousand and No/100 Dollars
(\$510,000.00)

July 1, 2027 – June 30, 2028: Five Hundred Ten Thousand and No/100 Dollars
(\$510,000.00)

July 1, 2028 – June 30, 2029: Five Hundred Ten Thousand and No/100 Dollars
(\$510,000.00)

July 1, 2029 – June 30, 2030: Five Hundred Ten Thousand and No/100 Dollars
(\$510,000.00)

July 1, 2030 – June 30, 2031: Five Hundred Ten Thousand and No/100 Dollars
(\$510,000.00)

These amounts will be reimbursed based on actual costs in accordance with the approved rates in Exhibit D – Attachment A, up to the FY maximum listed above.

II. Invoices

County shall process and pay Contractor’s invoices for services rendered under this Agreement, subject to the limitations and conditions herein. Payment under this Agreement shall be made only for invoices submitted in accordance with its terms, while the Agreement is in effect, and subject to the deadlines and requirements stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Definition of Acceptable Invoice

Definition

An Acceptable Invoice is a complete, itemized invoice submitted in accordance with the submission requirements set forth in Section II(b) of this Exhibit. Each invoice shall include, at a minimum:

- ii. Contractor’s legal name and remit-to address;
- iii. Invoice number and date;
- iv. Contract or Purchase Order (PO) number;
- v. Service period, including start and end dates;
- vi. Itemized description of services, including units, rates, and applicable codes;

- vii. Total amount due, reflecting any credits or adjustments; and
- viii. County department or cost center, if applicable.

b. Invoice Submission Deadlines

Contractor shall comply with the following requirements for invoice submission and processing:

i. Monthly Submission

- 1. Contractor shall use best efforts to submit monthly invoices, in arrears, by the fifteenth (15th) calendar day of each month.
- 2. Invoices shall be submitted in the format prescribed by County. This timeline is intended to facilitate prompt processing and does not supersede the final submission deadline specified below.

ii. Submission Method

All invoices shall be submitted via mail and/or electronically to the following recipients:

- 1. Department of Behavioral Health
1925 E Dakota Ave
Fresno, CA 93726
Or email to dbh-invoices@fresnocountyca.gov
Attention: DBH Invoices
- 2. Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912
Or email to dssinvoices@fresnocountyca.gov
Attention: Staff Analyst, Language Access Services
- 3. Department of Public Health
P.O. Box 11867
Fresno, CA 93775
Or email to dphinvoice@fresnocountyca.gov
Attention: DPH Invoices
- 4. Department of Public Works and Planning
Attention: Community Development
2220 Tulare Street, 6th Floor
Fresno CA 93721
Or email to ComDev@fresnocountyca.gov (please include Language Access in the subject line)
- 5. Probation Department
3333 E American Ave, Suite B
Fresno, CA 93725

Email to ProbationInvoice@fresnocountyca.gov and ProbationContract@fresnocountyca.gov

6. Public Defender
2135 Fresno Street, Suite 100
Fresno, CA 93721
Attention: Accounts Payable
Or email to pdinvoices@fresnocountyca.gov
7. In-Home Support Services Public Authority
P.O. Box 1912
Fresno, CA 93718-1912
Or email to dssinvoices@fresnocountyca.gov
Attention: Staff Analyst, Language Access Services

iii. Illustrative Table

The table below provides an example of FY 2026-2027 invoice deadlines.

Service Month	Target Submission	Initial Invoice Deadline	Supplemental*/ OHC Deadline
Jul 2026	Aug 15, 2026	Sep 29, 2026	Nov 28, 2026
Aug 2026	Sep 15, 2026	Oct 30, 2026	Dec 29, 2026
Sep 2026	Oct 15, 2026	Nov 29, 2026	Jan 28, 2027
Oct 2026	Nov 15, 2026	Dec 30, 2026	Feb 28, 2027
Nov 2026	Dec 15, 2026	Jan 29, 2027	Mar 30, 2027
Dec 2026	Jan 15, 2027	Mar 01, 2027	Apr 30, 2027
Jan 2027	Feb 15, 2027	Apr 01, 2027	May 31, 2027
Feb 2027	Mar 15, 2027	Apr 29, 2027	Jun 28, 2027
Mar 2027	Apr 15, 2027	May 30, 2027	Jul 29, 2027
Apr 2027	May 15, 2027	Jun 29, 2027	Aug 28, 2027
May 2027	Jun 15, 2027	Jul 30, 2027	Supplemental – Aug 29, 2027 OHC – Sep 28, 2027
June 2027	Jul 15, 2027	Aug 29, 2027	Supplemental – Aug 29, 2027 OHC – Oct 28, 2027

*Supplemental allowed if initial invoice submission is timely

c. Invoice Review and Withholding

At the discretion of County, if an invoice is found to be incorrect or is otherwise not in proper form or substance, County may withhold payment for only the portion of the invoice deemed incorrect or improper. Prior to withholding payment, County shall provide Contractor with at least five (5) calendar days' written notice. Contractor shall continue providing services

for up to ninety (90) calendar days after receiving notice of the invoice issue while resolution efforts are ongoing. If the invoice remains unresolved to County's satisfaction after the ninety (90) day period, County may elect to terminate this Agreement, in accordance with the termination provisions outlined in Article 6.

If County fails to provide notice of an incorrect or improper invoice and this results in delay in reimbursement, Contractor may initiate the escalation process through County's DBH Finance Division's Invoice Review Team. This process may include escalation to the DBH Finance Division Manager and ultimately County's DBH Director or designee to ensure timely reimbursement.

If County withholds any portion of an invoice due to incorrect or improper form or substance, Contractor shall resolve the issue and communicate any delays in resolution to County's DBH Finance Division Manager within ninety (90) calendar days of receiving notice of the withholding. Failure to resolve or communicate within this timeframe may result in the withholding being deemed final and non-payable at the sole discretion of County.

Contractor shall submit all initial invoices for services rendered within a given calendar month no later than sixty (60) calendar days following the end of the month in which services are provided. Invoices submitted after this 60-day period may be rejected and not processed for payment.

If the initial invoice is submitted within the required timeframe, supplemental or revised invoices may be submitted within one hundred twenty (120) calendar days following the end of the month in which services were provided. Supplemental invoices will not be accepted if the initial invoice is not submitted timely.

d. Payment

County shall make payment to Contractor in arrears for services provided during the preceding month, within forty-five (45) calendar days after receipt, verification, and approval of the invoice by County.

Payments shall be made upon certification or other proof satisfactory to County that services have been performed or actual expenditures incurred in accordance with this Agreement. Any compensation not expended by Contractor pursuant to this Agreement shall automatically revert to County.

i. Incidental Expenses

Contractor shall be solely responsible for all costs and expenses not identified as reimbursable by County under this Agreement. Such costs

include, but not limited to, administrative overhead, travel, and other incidental expenses.

III. Recoupments and Audits Requirements

a. Recoupment Process

County shall recapture from Contractor the value of any services or expenditures determined to be ineligible based on County or State monitoring results. County may enter into a repayment agreement with Contractor for up to twelve (12) months, with the option to extend to a total of twenty-four (24) months at County discretion. Repayment agreements require written signed approval by County's DBH Director, or designee, and Contractor. County may offset repayment amounts against future invoices or recoup all funds immediately. These remedies are not exclusive, and County may pursue other means of recovery.

Contractor shall be financially liable for all disallowances or audit exceptions identified through State audits, County utilization reviews, or other oversight processes. Disallowed amounts must be remitted within forty-five (45) calendar days or will be withheld from subsequent payments. Contractor shall not receive reimbursement for any services disallowed or denied by County or State review processes.

County will conduct periodic audits to verify clinical documentation, validate costs invoiced under cost reimbursement agreements, and ensure compliance with applicable regulations. Audits may require Contractor to reimburse County for previously paid services under circumstances including, but not limited to:

- i. Fraud, Waste, or Abuse as defined in federal regulations.
- ii. Overpayment due to errors in claiming or documentation
- iii. Other reasons specified by DHCS in the SMHS Reasons for Recoupment guidance.

Contractor shall reimburse County for all overpayments identified by any oversight entity within required timeframes. Funds owed must be paid within forty-five (45) calendar days of notification or will be offset against future payments.

b. Audit Requirements

The following requirements apply to all audits and reviews conducted under this Agreement.

Contractor is responsible for ensuring the accuracy of all claims submitted, including proper documentation, coding, and compliance with funding source standards. Contractor shall maintain confidentiality of all records in accordance with HIPAA and applicable State and Federal laws.

Contractor shall cooperate fully with County, DHCS, or other regulatory bodies in any audit or review, including providing access to records, documents, and facilities. Contractor shall allow inspection and audit for ten (10) years following the Agreement's end date or until any audit or investigation is resolved, whichever is later, pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(i)(3)(i-iii).

c. Single Audit Clause

If Contractor expends One Million Dollars (\$1,000,000.00) or more in Federal or Federal flow-through funds in any fiscal year, Contractor shall conduct an annual audit in accordance with the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. The audit report and management letter shall be submitted to County within nine (9) months of the fiscal year end. The audit must include either a statement of findings or a statement that no findings were identified. If findings exist, Contractor shall provide a corrective action plan signed by an authorized representative and take prompt action to address any material non-compliance or weakness.

Failure to perform the required audit may result in County conducting the audit or contracting with a public accountant to perform the audit at Contractor's expense. Audit costs related to this Agreement are the sole responsibility of Contractor.

If Contractor's Federal expenditures do not meet the Single Audit Clause threshold, Contractor shall perform a program audit and submit to County within nine (9) months of the fiscal year end. The program audit must attest to Contractor's financial solvency and compliance with Agreement requirements.

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

d. Audit Requirements for Pass-Through Entities

If County determines that Contractor is a "subrecipient" or pass-through entity as defined in 2 C.F.R. § 200, Contractor shall comply with all applicable cost principles, administrative

requirements, and audit standards, including those governing claims for payment or reimbursement.

Financial audit reports must include a separate schedule identifying all funds received from or passed through the County. This schedule shall specify the Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

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

Contractor shall submit the financial audit report, including all attachments, the management letter, and any corresponding response to County within six (6) months of the end of the audit year. The County will forward the report to the County Auditor.

Any required corrective action plan must be submitted to County at the same time as the audit report or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

IV. Additional Compliance and Reporting Requirements

Contractor acknowledges and agrees that its obligations under this Agreement are subject to all applicable local, State, and Federal laws and regulations, including but not limited to those governing Medi-Cal, HIPAA, and the False Claims Act.

a. Notification of Changes

Contractor shall provide written notice to County of any material change affecting the performance of this Agreement, including but not limited to:

- i. **Organizational Changes**
Changes in organizational name, Head of Service, or principal business address.
- ii. **Service Location Changes**
Change in any service-delivery location. Notice shall be provided at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Such notice will become part of this Agreement upon written acknowledgment by the County, provided the change of address does not conflict with any other provisions of this Agreement.
- iii. **Ownership, Licensure, or Capacity Changes**

Any change in ownership, organizational status, licensure, or Contractor's ability to provide the quantity or quality of the contracted services. Notice shall be provided immediately and no later than fifteen (15) calendar days following the change.

Failure to provide timely notice as required herein may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with the provisions outlined in Article 6.

b. Record Maintenance and Retention

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records include, but are not limited to:

i. Service Delivery Documentation

Monthly summary sheets, sign-in sheets, and other primary source documents supporting services provided.

ii. Fiscal Records

All financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenues, and expenditures. Fiscal records shall also comply with the requirements set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

iii. Retention Requirements

Contractor shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

iv. Access and Compliance

Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

c. Financial Reports

Contractor shall submit audited financial reports to County on an annual basis. The audit shall:

- i. Standards
Be conducted in accordance with GAAP and generally accepted auditing standards.
- ii. Submission Timeline
The audit report, including all attachments, the management letter, and any corresponding response, must be submitted to County within six (6) months of the end of the audit year.
- iii. Corrective Action
If findings are identified, Contractor shall provide a corrective action plan signed by an authorized representative at the time of submission or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

Failure to submit required financial reports within the specified timeframe may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with Article 6.

d. Agreement Termination

In the event this Agreement is terminated, reaches its designated term, or Contractor ceases operations, Contractor shall:

- i. Delivery of Records
Provide or make available to County all financial and service records accumulated under this Agreement, whether completed, partially completed, or in progress, within seven (7) calendar days of the termination or end date.
- ii. Final Compensation
Contractor shall be entitled to payment for all services satisfactorily provided through and including the effective date of termination, subject to the terms and conditions of this Agreement.
This provision shall not limit or reduce any damages owed to County resulting from Contractor's breach of this Agreement.

Failure to comply with these requirements may result in withholding payment or other remedies available to the County under Article 6.

e. Restrictions and Limitations

This Agreement is subject to all restrictions, limitations, and conditions imposed by County, State, or Federal funding sources that may affect the fiscal provisions or funding for this Agreement. Key provisions include:

i. Funding Contingency

This Agreement is contingent upon sufficient funds being made available by County, State, or Federal sources for the term of this Agreement. If the State or Federal governments reduce financial participation in the Medical program, County shall meet with Contractor to discuss renegotiating the services required.

ii. Fiscal Year Funding

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

iii. Delayed Payments

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

f. Financial Compliance and Enforcement

County maintains the right to monitor Contractor's performance under this Agreement to ensure accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor shall claim and collect all other available revenues, including but not limited to Medicare, private insurance, grants, client rent/fees, and any other third-party funding sources. Contractor shall maintain accurate records of all such revenues collected and report them to County in the format and frequency specified by County. Reports shall be submitted concurrently with monthly invoices or as otherwise directed and must include sufficient detail to support reconciliation and verification of revenue sources.

No federal funds provided under this Agreement shall be used to pay the salary of an individual at a rate exceeding Level 1 of the Executive Schedule, as published by U.S. Office of Personnel Management and amended from time to time amended.

Federal Financial Participation shall not be available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion

when the person providing the service knew or should have known of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud, pursuant to 42 U.S.C. section 1396b(i)(2).

Contractor shall be responsible for any disallowances resulting from inadequate documentation.

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

If Contractor fails to comply with any provision of this Agreement, County may, upon written notice, be relieved of its obligation to provide further compensation.

g. Compliance with Federal and State Laws

Contractor shall comply with all applicable Federal and State laws and regulations governing the provision of services and the use of funds under this Agreement, including but not limited to:

- i. The False Claims Act employee training and policy requirements set forth in 42 U.S.C. §1396a(a)(68) and any related guidance issued by the U.S. Department of Health and Human Services;
- ii. Medi-Cal program requirements;
- iii. HIPAA privacy and security standards;
- iv. Any other applicable statutes, regulations, and administrative rules.

Contractor shall maintain documentation demonstrating compliance with these requirements and make such documentation available to County upon request.

h. Restrictions on Fund Redirection

Contractor shall not redirect or transfer funds from one funded program to another funded program under this Agreement, except through a duly executed amendment approved by County.

Contractor shall not allocate or charge services provided to an eligible person under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

i. Record Retention and Access

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records shall include, but are not limited to:

- i. Service delivery documentation (e.g., monthly summary sheets, sign-in sheets, and other primary source documents);

- ii. Fiscal records maintained in accordance with Generally Accepted Accounting Principles (GAAP), accounting for all funds, tangible assets, revenues, and expenditures;
- iii. Documentation required under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Retention Requirements:

Contractor shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

Access and Compliance:

Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

COMPENSATION GUIDELINES

COMPENSATION FOR VERBAL INTERPRETING SERVICES

BUSINESS HOURS:

CONTRACTORS shall be paid at the following hourly rate prorated to the nearest fifteen (15) minute increment for interpretation services that occur during normal business hours: Monday through Friday, 8:00am to 5:00pm.

Hourly rates:

Time Services Delivered	Common Languages	Rare Languages
Business Hours	\$40/hour	\$45/hour
No Show / Cancellation	\$20/hour	\$22.50/hour
After Hours	\$50/hour	\$55/hours

NO SHOWS:

For clients who do not show for their scheduled appointments, CONTRACTORS shall be paid a half of the above business hours rate. It is expected that:

- CONTRACTORS shall remain on-site and available for a minimum of thirty (30) minutes.
- If the COUNTY requires the CONTRACTOR'S services for another client during the waiting period, the CONTRACTOR can be reassigned and will be compensated for the new services performed, based on the standard service rate. In this case, the CONTRACTOR will not receive the separate 'no-show' payment.
- NO-SHOWS rate does not apply to "After Hours" appointment(s).

CANCELLATIONS:

For cancellation of appointments by either the COUNTY or the consumer, CONTRACTORS shall be paid half of the above business hours rate only when the following conditions apply:

- CONTRACTOR(S) was not provided with a minimum four (4) hours' notice prior to the cancellation.
- CONTRACTORS may not cancel an assignment already accepted except for reasonable and justifiable reasons, such as illness or family emergency.
- CONTRACTORS shall also provide COUNTY a minimum of four (4) hours' notice prior to cancellation.

AFTER HOURS:

CONTRACTORS shall be paid at the normal business hours rates plus an additional Ten and No/100 Dollars (\$10.00) per hour for a one hour minimum then prorated to the nearest fifteen (15) minute increment after the first hour for interpretation services that occur after normal business hours: Monday through Friday, 5:00pm to 8:00am and weekends, holidays, and other days of closure.

MILEAGE:

In addition to the hourly rate for interpreter services set forth above, CONTRACTORS providing in-person interpretation services shall be paid for mileage traveled to and from service site at the [Federal Standard mileage rates](#). CONTRACTORS shall track mileages traveled using Exhibit D – Attachment E (County of Fresno Interpreter Mileage Log) and submit along with other invoice documents to be compensated.

EQUIPMENT-RELATED CHARGES:

In addition to the hourly rate for interpreter services set forth above, CONTRACTORS providing headset systems for interpretation services shall be paid the following flat rate:

Equipment Rates

Equipment	Time Services Delivered	Rate
Headset	Half Day (≤ 3.5 hours)	\$20/headset
Headset	Full Day (3.5<7 hours)	\$30/headset

- To qualify as Half Day services – service time shall not exceed 3.5 hours
- To qualify as Full Day services – Service time must be greater than 3.5 hours and shall not exceed 7 hours.
- Equipment-related fees may not be charged in the event of a No Show, Cancellation, and/or Scheduling Error.

See below for CONTRACTOR compensation regarding the event(s). Equipment-related fees may not be charged for the use of COUNTY- owned equipment.

SCHEDULING ERROR:

If a Contractor(s) arrives for a scheduled interpreting appointment that is not needed due to a COUNTY scheduling error, the Contractor will be paid half the standard business hours rate. It is the Contractor's responsibility to confirm all appointments for the following day by 5:00 PM the preceding day, either by phone, e-mail or in person.

If a CONTRACTOR is notified of a cancellation or scheduling error and accepts another assignment for the same period, the following applies:

- The CONTRACTOR will be compensated for the work performed on the new assignment.
- The CONTRACTOR will forfeit any cancellation or scheduling error fee for the original appointment.
 - Example: A CONTRACTOR arrives at 10:00 a.m. and is informed of a cancellation. If the CONTRACTOR accepts a new assignment beginning at the same time, they will be paid for the interpreting time of the new assignment, not the cancellation fee.
- CONTRACTORS will not receive duplicate pay for the same period.

RESPONSE TIME:

In the event of an emergency assignment, it is expected that:

- Upon notification of the emergency assignment, CONTRACTORS will arrive at the work site within 30 to 60 minutes.
 - Exception: This time frame may be extended to assignments that require travel outside of the immediate city limits, where additional travel time may be necessary.
- Compensation will not be provided for travel time to the worksite.

WORK-RELATED ACTIVITIES:

CONTRACTORS shall be compensated the following flat rate prorated to the nearest fifteen (15) minute increments while in attendance of work-related activities:

Other Expenses:

Other Expenses	Time Services Delivered	Rate
Work Related Activity	Duration of Activity	\$15/hour

These activities may include but are not limited to mandatory attendance at COUNTY's Human Services department(s):

- Sponsored meetings

- Training
- Other ancillary activities only as required and/or authorized by COUNTY's Human Services departments.

CONTRACTORS will not be compensated for the following:

- Self-initiated training.
- Required training sponsored by the COUNTY's Human Services department(s) for qualification purposes.
- Routine meetings required to fulfill the terms and conditions of this Agreement, unless specifically required and authorized for compensation by a COUNTY Human Services department.

COMPENSATION FOR WRITTEN TRANSLATION SERVICES:

APPROVAL FOR WRITTEN TRANSLATION:

'Written translation services may begin only after receiving signed approval from the appropriate COUNTY representative, which includes an authorized supervisor or designee from the Department of Behavioral Health (DBH), the Department of Social Services (DSS), the Department of Public Health (DPH), the Department of Public Works and Planning (DPW&P), the Probation Department, the Public Defender, or In-Home Supportive Services (Public Authority). The following steps are required for all written translations:

- All requests must use Exhibit D – Attachment F
- All requests must provide a cost estimate and timeline for completion.
- All assignments must be pre-approved, as appropriate, prior to commencement of any written translations by both CONTRACTOR(S) and the appropriate COUNTY representative, which includes an authorized supervisor or designee from the Department of Behavioral Health (DBH), the Department of Social Services (DSS), the Department of Public Health (DPH), the Department of Public Works and Planning (DPW&P), the Probation Department, the Public Defender, or In-Home Supportive Services (Public Authority).

The requesting Department shall determine the amount of text required to qualify as a one- half (1/2) or full page based on the standards stated herein. Written translation should be done with one (1) inch standard formatting, and the font size shall be reasonable for the language and project requirements.

CONTRACTORS shall be paid for the completed translation assignment based on the following written translation rates regardless of font size and/or language:

Length of Document	Compensation Amount
One-Half (1/2) Page (8 ½ by 11 size paper, 14 lines or less)	\$20.00
Single Full Page (8 ½ by 11 size paper, more than 14 lines)	\$40.00

PAYMENT:

No payment to CONTRACTOR(S) for written translated documents shall be made until the authorized COUNTY supervisor or designee reviews and approves the final document. In addition, no payment shall be made for translation drafts.

LOGGING ALL SERVICES AND WORK-RELATED ACTIVITIES

CONTRACTOR(S) shall log all interpretation and translation services, as well as work-related activities using the appropriate Exhibits (Exhibit D – Attachment B to Exhibit D – Attachment F) and submit copies along with invoices to be compensated.



Contracted Interpreter Cover Sheet

Print Name: _____

Address: _____

Phone Number: _____

Month of Service: _____

Supplemental YES _____ NO _____

Today's Date: _____

Email: _____

- 1. Please make sure that you have the correct Cost Center on your timesheets.
- 2. All Supplemental Timesheets should be on a separate timesheet.
- 3. Always make sure that you double-check your timesheet for "overlapping" services.
- 4. Submit your timesheet to the proper departments.

This cover sheet must have an original signature and proper signatures must accompany all time sheets. Accounting will use the information on this sheet to process payment.

Signature: _____

Date Signed: _____

++++
(For office use only)

Date Received: _____

Initials: _____

Fresno County Contracted Interpreter Timesheet

Department: _____

Contractor Name (Please print): _____ Timesheet Month: _____

Date	Cost Center	Time Start	Time End	Type of Hours	Task	Interp. Initial	Department Staff	
							Name (print)	Signature
1				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
2				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
3				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
4				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
5				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
6				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
7				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
8				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			
9				<input type="checkbox"/> Business Hours <input type="checkbox"/> After Hours <input type="checkbox"/> No Show <input type="checkbox"/> Cancellation	<input type="checkbox"/> Interpreting <input type="checkbox"/> Telephonic <input type="checkbox"/> Video <input type="checkbox"/> Translate #_ pages			

**Verbal Translation Equipment Rental
Sheet**

Department: _____

Timesheet Month: _____

Contractor Name (Please print): _____

	Date	Number of Hours	Cost Center	Number of Headsets Rented	Interpreter Initials	Human Services Dept. Staff	
						Name (print)	Signature
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

REQUEST FOR WRITTEN TRANSLATION SERVICES

To request written translation of a Human Services department, Department of Public Works and Planning, Probation Department, Public Defender and/or Public Authority document, form, or information from English into a consumer target language, please complete the following:

Name and Description
Of Document _____

Person Requesting _____

Department _____ Cost Center _____

Language Needed _____ Date Needed _____

Translation Assignment:

Program/Division	_____	Number of	_____
Supervisor:	_____	Pages	_____
	Print Name	Date Assigned	_____
	Signature		
Translator Assigned:	_____	Date Due	_____
	Print Name	Est. Cost	_____
	Signature		

All translated documents must be approved by a COUNTY's Human Services department Program/Division Supervisor, Department of Public Works and Planning, Probation or Public Defender Department Division Director/Supervisor as appropriate and received by the due date above. Any extensions of the due date must be pre-approved by a COUNTY's Human Services department Program/Division Supervisor, Department of Public Works and Planning, Probation or Public Defender Department Division Director/Supervisor as appropriate and CONTRACTOR.

COUNTY's	_____	Date Due Extend to:	_____
Pre-approval			
CONTRACTOR's	_____		
Pre-Approval			
COUNTY's	_____	Date Due Extend to:	_____
Pre-approval			
CONTRACTOR's	_____		
Pre-approval			

Final Translation Document Completion Acceptance and Approval: *

COUNTY's			
Program/Division Supervisor	_____	Date Received	_____
Translation Number of Pages	_____	Translation Cost	_____

CONTRACTORS' timesheet must also be completed and signed upon approval and receipt of translated documents to assure appropriate compensation for translation services. For quality assurance, please submit a copy of translated documents in both English and the target language upon completion to the request Department.

INSURANCE REQUIREMENTS

I. Required Policies

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

- a. **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
 - i. Remote-only contractors shall maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
- b. **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- c. **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- d. **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- e. **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy

with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

II. Additional Requirements

- a. **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 5260 N. Palm Ave, Suite 300, Fresno CA 93704, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County’s DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- b. **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- c. **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- d. **County’s Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County’s Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- e. **Waivers of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the Contractor's waivers of subrogation under this paragraph are effective whether or not the Contractor obtains such endorsements.
- f. **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- g. **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

DATA SECURITY

I. Definitions

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

- a. **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.
- c. **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- f. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

- g. **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit.
- h. **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section III.c of this Exhibit.
- i. **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- j. **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

II. **Standard of Care**

- a. The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- b. The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- c. The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - i. Keep and maintain all Personal Information in strict confidence, using such degree of care under this section as is reasonable and appropriate to avoid a Security Breach;

- ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit;
 - iii. Not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - iv. Not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- d. Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.
- e. The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

III. Information Security

- a. The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment

cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor’s sole cost and expense.

- b. The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- c. Without limiting the Contractor’s obligations under section III.a of this Exhibit, the Contractor’s (or Authorized Person’s) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
 - i. Limiting Use of Personal Information strictly to the Contractor’s and Authorized Persons’ technical and administrative personnel who are necessary for the Contractor’s, or Authorized Persons’, Use of the Personal Information pursuant to this Agreement;
 - ii. Ensuring that all of the Contractor’s connectivity to County computing systems will only be through the County’s security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - iii. To the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County’s operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a

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

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

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

IV. Security Breach Procedures

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

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of

the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- c. County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- d. The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section IV.e of this Exhibit.
- e. The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

V. Oversight of Security Compliance

- a. The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm the Contractor's compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all

Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit.

- c. The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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

apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

- VII. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.
- VIII. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys’ fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit or arising out of or resulting from the Contractor’s failure to comply with any of its obligations under this section. The provisions of this section do not apply to the acts or omissions of the County. The provisions of this section are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section shall survive the termination of this Agreement.
- IX. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit shall survive the termination of this Agreement.
- X. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the

County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information				
Name of Entity			D/B/A	
Address (number, street)			City	State
				ZIP Code
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number		Telephone Number ()	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- | | | |
|--|--------------------------|--------------------------|
| <p>A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?</p> | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?</p> | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)</p> | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |

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

NAME	DOB	ADDRESS	EIN

- B. Type of entity: Sole proprietorship Partnership Corporation
 Unincorporated Associations Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers.

NAME	DOB	ADDRESS	PROVIDER

YES NO

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

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

DETAILED INSTRUCTIONS

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

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

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

Item II - Self-explanatory

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)