

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 On Call Transport LLC, a Limited Liability Company ("Contractor"), and the County of Fresno, a
4 political subdivision of the State of California ("County").

5 **Recitals**

6 A. The County, through its Department of Behavioral Health (DBH), is a Mental Health Plan
7 (MHP) as defined in Title 9 of the California Code of Regulations, section 1810.226.

8 B. The County's DBH requires non-emergency medical transportation services to be
9 provided on a twenty-four (24) hours per day, seven (7) days a week basis to transport mental
10 health clients as specified in this Agreement.

11 C. On January 17, 2025, a Request for Quotation (RFQ), RFQ No. 25-049, for Non-
12 Emergency Transportation services was issued, and on January 31, 2025, Addendum No. One
13 (1) to County's RFQ No. 25-049 was issued. The RFQ received two bid responses. The County
14 selected the lowest bid which belonged to On Call Transport LLC.

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

17 E. The purpose of this Agreement is to establish the terms and conditions under which the
18 Contractor will provide the requested services.

19 The parties therefore agree as follows:

20 **Article 1**

21 **Contractor's Services**

22 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
23 Exhibit A to this Agreement, titled "Scope of Services."

24 1.2 Contractor shall also perform all services and fulfill all responsibilities as specified in
25 County's RFQ No. 25-049.

26 1.3 **Representation.** The Contractor represents that it is qualified, ready, willing, and
27 able to perform all of the services provided in this Agreement.

1 satisfactory performance. The extension of this Agreement by the County is not a waiver or
2 compromise of any default or breach of this Agreement by the Contractor existing at the time of
3 the extension whether or not known to the County.

4 **Article 5**

5 **Notices**

6 5.1 **Contact Information.** The persons and their addresses having authority to give and
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

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

13 **For the Contractor:**

14 On Call Transport
15 Linda Cooper
16 2491 Alluvia Ave STE 67
17 Clovis, CA 93611
18 oncall83@yahoo.com

19 5.2 **Change of Contact Information.** Either party may change the information in section
20 5.1 by giving notice as provided in section 5.3.

21 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
22 for or permitted under this Agreement must be in writing, state that it is a notice provided under
23 this Agreement, and be delivered either by personal service, by first-class United States mail, by
24 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
25 Document Format (PDF) document attached to an email.

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

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

(C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
2 the recipient.

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

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
9 nothing in this Agreement establishes, waives, or modifies any claims presentation
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
11 of Title 1 of the Government Code, beginning with section 810).

12 **Article 6**

13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds
16 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
17 Contractor, may:

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

19 (B) Terminate this Agreement.

20 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

6.6 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

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

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

1 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
2 request by the County, permit the County to audit and inspect all of such records and data to
3 ensure the Contractor's compliance with the terms of this Agreement.

4 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this
5 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
6 California State Auditor, as provided in Government Code section 8546.7, for a period of three
7 years after final payment under this Agreement. This section survives the termination of this
8 Agreement.

9 **10.3 Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that the Contractor may provide to the
11 County. The County's public disclosure of this Agreement or any record or data that the
12 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

27 (E) This Agreement, and any record or data that the Contractor may provide to the
28 County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

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

7 **10.4 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
9 and which the County has a right, under any provision of this Agreement or applicable law, to
10 possess or control, then the County may demand, in writing, that the Contractor deliver to the
11 County, for purposes of public disclosure, the requested records that may be in the possession
12 or control of the Contractor. Within five business days after the County's demand, the
13 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
14 possession or control, together with a written statement that the Contractor, after conducting a
15 diligent search, has produced all requested records that are in the Contractor's possession or
16 control, or (b) provide to the County a written statement that the Contractor, after conducting a
17 diligent search, does not possess or control any of the requested records. The Contractor shall
18 cooperate with the County with respect to any County demand for such records. If the
19 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
20 CPRA or other applicable law, it must deliver the record or data to the County and assert the
21 exemption by citation to specific legal authority within the written statement that it provides to
22 the County under this section. The Contractor's assertion of any exemption from disclosure is
23 not binding on the County, but the County will give at least 10 days' advance written notice to
24 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
25 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
26 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
27 failure to produce any such records, or failure to cooperate with the County with respect to any
28 County demand for any such records.

1 **Article 11**

2 **Data Security**

3 11.1 Contractor shall comply with data security requirements in Exhibit E to this
4 Agreement.

5 **Article 12**

6 **Disclosure of Self-Dealing Transactions**

7 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
8 or changes its status to operate as a corporation.

9 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
10 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
11 "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the
12 County before commencing the transaction or immediately after.

13 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
14 a party and in which one or more of its directors, as an individual, has a material financial
15 interest.

16 **Article 13**

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

18 13.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
19 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
20 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

21 13.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
22 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
23 Exhibit G:

24 (A) Disclosure of five percent (5%) or More Ownership Interest:

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

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

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

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

12 (B) Disclosures Related to Business Transactions:

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

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

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

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

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

1 13.3 Contractor must provide disclosure upon execution of Contract, extension for
2 renewal, and within thirty-five (35) days after any change in Contractor ownership or upon
3 request of County. County may refuse to enter into an agreement or terminate an existing
4 agreement with Contractor if Contractor fails to disclose ownership and control interest
5 information, information related to business transactions and information on persons convicted
6 of crimes, or if Contractor did not fully and accurately make the disclosure as required.

7 13.4 Contractor must provide the County with written disclosure of any prohibited
8 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
9 or have other relationships with providers Excluded from participation in Federal Health Care
10 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
11 §438.610.

12 13.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
13 DBHPlanAdministration@fresnocountyca.gov. County may deny enrollment or terminate this
14 Agreement where any person with five percent (5%) or greater direct or indirect ownership
15 interest in Contractor has been convicted of a criminal offense related to that person's
16 involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County
17 may terminate this Agreement where any person with five percent (5%) or greater direct or
18 indirect ownership interest in the Contractor did not submit timely and accurate information and
19 cooperate with any screening method required in C.F,R, Title 42, Section 455.416

20 **Article 14**

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

22 14.1 Applicability. Contractor is required to disclose if any of the following conditions apply
23 to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred
24 to as "Contractor"):

25 (A) Within the three (3) year period preceding the Agreement award, they have been
26 convicted of, or had a civil judgment tendered against them for:
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1 (1) Fraud or criminal offense in connection with obtaining, attempting to obtain,
2 or performing a public (federal, state, or local) transaction or contract under a public
3 transaction;

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

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

6 or

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

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

10 14.2 Duty to Disclose. Disclosure of the above information will not automatically eliminate
11 Contractor from further business consideration. The information will be considered as part of the
12 determination of whether to continue and/or renew this Agreement and any additional
13 information or explanation that Contractor elects to submit with the disclosed information will be
14 considered. If it is later determined that the Contractor failed to disclose required information,
15 any contract awarded to such Contractor may be immediately voided and terminated for
16 material failure to comply with the terms and conditions of the award.

17 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other
18 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit H.
19 Additionally, Contractor must immediately advise the County in writing if, during the term of the
20 Agreement: (1) Contractor becomes suspended, debarred, excluded or ineligible for
21 participation in Federal or State funded programs or from receiving federal funds as listed in the
22 excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions
23 become applicable to Contractor. Contractor shall indemnify, defend, and hold County harmless
24 for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility, or other
25 matter listed in the signed Certification Regarding Debarment, Suspension, and Other
26 Responsibility Matters.

1 **Article 15**

2 **General Terms**

3 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

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

14 (B) In addition, changes to service rates on Exhibit C that do not exceed three
15 percent (3%) of the approved rate, or that are needed to accommodate state-mandated
16 rate increases, may be made with the written approval of the DBH Director, or designee.
17 These rate changes may not add or alter any other terms or conditions of the
18 Agreement. Said modifications shall not result in any change to the annual maximum
19 compensation amount payable to Contractor, as stated herein.

20 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
23 or related to this Agreement.

24 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. Contractor consents to California jurisdiction for actions arising from or
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
27 brought and maintained in Fresno County.

1 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
4 against either party.

5 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

6 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
7 only and are not part of this Agreement.

8 15.8 **Severability.** If anything in this Agreement is found by a court of competent
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
12 intent.

13 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
18 all applicable State of California and federal statutes and regulation.

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

25 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor and the County with respect to the subject matter of this Agreement,
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

17 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

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

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

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

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

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

11 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

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

ON CALL TRANSPORT LLC

COUNTY OF FRESNO



Linda Cooper, Owner
2491 Alluvial Ave STE 67
Clovis, CA 9361
559-248-9100

Ernest Buddy Mendes, 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

For accounting use only:

Org No.: 5630
Account No.: 7295
Fund No.:0001
Subclass No.: 10000

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**FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK**

I. TARGET POPULATION

Individuals with behavioral health needs who require transportation in-county and out of county locations.

II. DESCRIPTION OF SERVICES

A. Services Start Date:

- a. July 1, 2025

B. Summary of Services

- a. Service will include traveling to facilities designated by County DBH to pick up identified persons and transport them to a residence, facility, or alternative location as per discharge instructions. The residence, facility, or alternative location for drop-off of individuals may be anywhere within Fresno County limits, including the metropolitan area of Fresno/Clovis as well as all rural communities in Fresno County. Locations of designated facilities outside of Fresno County to pick up persons may include, but not be limited to, Visalia, Bakersfield, Merced, Ventura and Sacramento.
- b. Transportation may also include transports from an out-of-county secure facility to court in Fresno County and/or appointments with a medical provider in Fresno County, and then back to the out-of-county secure facility from court in Fresno County and/or an appointment with a medical provider in Fresno County. Service may include return transport to the designated facility on the same day or next day as determined by County DBH.
- c. Transports may include transferring individuals from one out-of-county facility to another out-of-county facility.
- d. Contractor shall provide two (2) or more drivers when deemed necessary by County DBH.
- e. Transports may include between one (1) and five (5) passengers per trip. Rideshare between individuals will be at the sole discretion of DBH.
- f. Transports may be required more than once per day for round trips, etc.
- g. Transportation services are to be available twenty-four (24) hours per day, Monday through Friday, weekends and holidays. Contractor will be

compensated for transport requests scheduled outside of traditional business hours (Monday-Friday, 8:00-5:00), only as indicated on contractor's rate schedule.

- h. Contractor shall provide transportation services for persons who have wheelchairs, walkers, other medical devices/needs, or who may require Hoyer lifts or otherwise require assistance boarding the vehicle and securing any seatbelts. Contractor may be required to perform transports for bariatric individuals, i.e. persons larger than most standard vehicles can accommodate. Contractor shall work closely with the County DBH staff that request transport of individuals with such specialized needs to ensure the transport is safe and secure.
- i. Contractor shall provide transportation services that may require secured vehicles with safety partitions and locking mechanisms to prevent persons from exiting vehicle as requested by County DBH.
- j. Contractor shall participate in general compliance training provided by the County DBH within 45-60 days of contract execution. In addition, contractor shall participate in Mental Health First Aid (MHFA) training, code of conduct training, ethics training, and other training deemed appropriate by County DBH to help ensure passenger safety and drivers' awareness of the needs of the passengers to be transported.
- k. Contractor shall provide a location within their vehicles for personal effects of passenger(s) to be secured such as locked box in trunk, etc.
- l. Contractor shall provide a secure location for passenger medication. During longer trips to/from out- of-county facilities, Contractor will make available such medications when passenger requires dosage.
- m. Acknowledge receipt of transportation service request by authorized County DBH Representative within thirty (30) minutes of initial request via phone or email.

C. Location of Services:

- a. In county and out of county locations as requested by County DBH.

D. Hours of Operation:

- a. Twenty-four (24) hours per day, seven (7) days a week

E. Referral Sources and Referral Process:

- a. County Clinician or Conservator will send a request twenty-four (24) hours in advance to request a transport to dbhclinicalprogramsupport@fresnocountyca.gov.
 - i. Clinical staff will notate any personal belongings that will accompany persons served during transport.

- b. Request will be documented into an access database and copied onto a transport request form.
 - i. Information included is pick up and drop off location, date, time, and number of persons being transported.
 - ii. Contacted information for clinical staff (requestor) and drop off location will be provided to Contractor.
- c. Completed request forms are sent to the Contractor for scheduling.
- d. County will contact Contractor for any request with less than a twenty-four (24) hour notice to confirm if provider can still fulfill request.

F. County shall:

- a. County DBH shall provide general compliance training within 45-60 days of contract execution. In addition, County DBH shall assist contractor(s) in participating in Mental Health first aid (MHFA) training, code of conduct training, ethics training, and other training deemed appropriate for the vendor by County DBH to better assist DBH persons served.
- b. County DBH shall provide as much advance notice as possible when requesting transportation; however, some requests for transportation may be placed by County DBH with less than two (2) hours' notice to the contractor.
- c. County DBH shall notify Contractor of the pickup location of each person and the destination of each passenger(s) to be transported.
- d. County DBH shall provide contact(s) information for appropriate County DBH staff to help resolve any issues that may arise before, or during, transports, such as individuals not being present or ready at pick up site, or drop off location not being appropriate, or willing, to receive individuals.
- e. Initial request for transportation service from County DBH will provide the contact name of the County representative requesting the service, passenger(s) information, pickup and drop off location, payment information and any special instructions with regard to the transport.
- f. Wait time shall commence after fifteen (15) minutes and shall be billed in five (5) minute increments.

Fresno County Behavioral Health Requirements

I. General Requirements

- a. **Guiding Principles.** Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B – Attachment A, “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Rights of Persons Served.** Contractor understands that persons served have the right to file a grievance with Fresno County DBH. Contractor shall inform every person served of their rights as set forth in Exhibit B – Attachment B to this Agreement, titled “Rights of Persons Served”.
- c. **Licenses/Certificates.** Throughout the term of this Agreement, Contractor and Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. Contractor shall notify County immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, Contractor and Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
- d. **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 B – Attachment C to this Agreement, titled “Department of Behavioral Health Contractor Training Requirements Reference Guide”.
- e. **Additional Responsibilities.** The parties acknowledge that, during the term of this Agreement, the Contractor will hire, train, and credential staff, and County will perform additional staff credentialing to ensure compliance with State and Federal regulations, if applicable.

- f. **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.

- g. **Reports.** The Contractor shall submit the following reports and data:
- i. **Outcome Data.** Contractor shall submit to County program performance outcome data, as requested. Outcome data and outcome requirements are subject to change at County's discretion.
 - ii. **Additional Reports.** Contractor shall also furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that Contractor fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for County to withhold monthly payments until there is compliance. In addition, Contractor shall provide written notification and explanation to County within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

h. Compliance with 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. United States CFR, Title 45;
 2. United States Code, Title 42 (The Public Health and Welfare), as applicable;
 3. Balanced Budget Act of 1997;
 4. Health Insurance Portability and Accountability Act (HIPAA); and

5. Applicable Medi-Cal laws and regulations,
 - 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 B – Attachment D, “State Behavioral Health Requirements,” as applicable, attached hereto and by this reference incorporated herein and made part of this Agreement.
- i. **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff from County’s DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.
- j. **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.
- k. **Generative Artificial Intelligence Technology Use & Reporting**
 - i. During the term of the Agreement, Contractor must notify the County in writing if their services or any work under this Agreement includes, or makes available, any previously unreported Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors. Contractor must provide information by submitting a “Generative Artificial Intelligence (GenAI) Reporting and Factsheet (STD 1000)”. In addition, Contractor must notify the County of any new or previously unreported GenAI technology. At the direction of the

County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the County.

- ii. Failure to disclose GenAI use to the County and failure to submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of this Agreement and are grounds for immediate termination in accordance with Article 6 of this Agreement.

l. **Confidentiality.** All services performed by Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

m. **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.

n. **Publicity Prohibition.**

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

- ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit A of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County's DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.

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.
 - i. 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 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
- b. 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.
- c. If Contractor finds a provider that is excluded, it must promptly notify the County.

III. Inspection and Audit Requirements

- a. **Internal Auditing.** Contractors 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 the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

IV. Right to Monitor

- a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.
- b. **Accessibility.** Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

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

- c. **Cooperation.** Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit,

monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

- d. **Probationary Status.** County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.
- e. **Facilities and Assistance.** Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
- f. **County Discretion to Revoke.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.
- g. **Site Inspection.** Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractor.

V. Complaint Logs and Grievances

- a. **Documentation.** Contractor shall log complaints and the disposition of all complaints from a person served or their family. Contractor shall provide a copy of the detailed complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor shall allow 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 Behavioral Health Plan 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. **Incident Reporting.** Contractor shall file an incident report for all incidents involving persons served, following County DBH's Incident Reporting protocol.

VI. Compliance Requirements

a. Internal Monitoring and Auditing

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

b. Compliance Program

- i. 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.
- ii. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify 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 immediately report to County DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- iv. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.
- v. Contractor shall take precautions to ensure that invoices are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
- vi. Contractor shall ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
- vii. Contractor shall bill only for eligible services actually rendered and fully documented.
- viii. Contractor shall act promptly to investigate and correct problems if errors in invoicing or billing are discovered.
- ix. Contractor shall comply with County's Code of Conduct and Ethics and the County's Compliance Program in accordance with Exhibit B – Attachment E to this Agreement, titled "Fresno County Mental Health Compliance Program".

VII. Federal and State Laws

- a. 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.

- b. 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.
- c. 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 B – Attachment F to this Agreement, titled “Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement”.

VIII. Quality Management Requirements.

- a. **Reporting.**
 - i. **Outcomes Reports.** Contractor shall complete Outcomes Reports in the form set forth in Exhibit B – Attachment G, attached hereto and by this reference incorporated herein and made part of this Agreement. Outcomes reports shall be submitted to County’s DBH for review within thirty (30) days of the end of each quarter.
- b. **Quality Improvement Activities and Participation.** Contractor shall comply with the County’s ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 CFR. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

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

IX. Cultural and Linguistic Competency

- a. **General.** All services, policies and procedures shall be culturally and linguistically appropriate. Contractor shall participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all Culturally and Linguistically Appropriate Service (CLAS) standards and requirements as set forth in Exhibit B – Attachment H to this Agreement, titled “National Standards on Culturally and Linguistically Appropriate Services”. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity including active participation in the County's Diversity, Equity and Inclusion Committee.
- b. **Policies and Procedures.** Contractor shall comply with requirements of policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all limited and/or no English proficient persons served, including, but not limited to, assessing the cultural and linguistic needs of the persons 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 person served 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 served refuses language assistance services, the Contractor must document the offer, refusal, and justification in the file of the person served.

- d. **Interpreter Qualifications.** Contractor shall ensure that employees, agents, subcontractors, and/or partners who interpret or translate for a person served or who directly communicate with a person in a language other than English (1) have completed annual training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the language of the person served; (3) can effectively communicate any specialized terms and concepts specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic principles. As requested by County, Contractor shall identify all who interpret for or provide direct communication to any program person served in a language other than English and identify when the Contractor last monitored the interpreter for language competence.
- e. **CLAS Standards.** Contractor shall submit to County for approval, within ninety (90) days from date of contract execution, Contractor's plan to address all fifteen (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and as set forth in Exhibit B – Attachment H "National Standards on Culturally and Linguistically Appropriate Services". As the CLAS standards are updated, Contractor's plan must be updated accordingly. As requested by County, Contractor shall be responsible for conducting an annual CLAS self-assessment and providing the results of the self-assessment to the County. The annual CLAS self-assessment instruments shall be reviewed by the County and revised as necessary to meet the approval of the County.
- f. **Training Requirements.** Cultural responsiveness training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural responsiveness trainings to ensure direct service providers are completing annual cultural responsiveness training.

- g. **Continuing Cultural Responsiveness.** Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural responsiveness. Contractor shall designate a representative from Contractor's team to attend County's Diversity, Equity and Inclusion Committee.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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 BEHAVIORAL HEALTH PLAN RIGHTS OF PERSON SERVED

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Fresno County Department of Behavioral Health (DBH) team member regarding his or her complaint or concern.

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

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

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

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

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

If the DBH Team Member reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision.

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



Fresno County Department of Behavioral Health Contractor Training Requirements Reference Guide

Contractor must consider and include sufficient time and funds for required trainings.

This Training Requirements Reference Guide identifies the required trainings 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.

I. Trainings Provided by County DBH

DBH Annual General Compliance Refresher Training

Duration: 60 Minutes

General Compliance Refresher Training is an annual requirement for all employees, contractors, volunteers, interns, and student trainees working in behavioral health programs who are in their second or more years of service. This training is a modified version of the self-paced General Compliance Training and Contractor shall be assigned this training in Quarter 4 of each calendar year.

An announcement from the DBH Compliance Program, DBH Staff Development, or your Contract Analyst regarding this training will be made prior to the assignment of this training. Contractor will have the option to complete the training either through the Relias Learning Management System (LMS) or through Department of Behavioral Health's website. Contractors are given approximately a 60-day window to complete this training from the training announcement date.

DBH New Hire General Compliance Training

Duration: 40 Minutes

Contractor shall have their employees, subcontractors, volunteers, interns, and student trainees who, in each case, are expected to provide services under this Agreement with County, complete the New Hire Compliance Training within 30 business days of hire or effective date of this Agreement, per Compliance Exhibit B, Attachment E. If contract effective date is for a renewed agreement, existing staff will not need to retake the training if the staff member has already completed the training within the same calendar year as the effective date of the renewed agreement.

New Hire General Compliance is self-paced and can be completed either through Relias Learning Management System (LMS) or on the Department of Behavioral

Health's website. Additional information on how to complete the training can be found on the following webpage:

<https://www.fresnocountyca.gov/Departments/Behavioral-Health/Care-Services/Behavioral-Health-Compliance/New-Hire-General-Compliance-Training>

Contractor shall require its County-funded employees and subcontractors to complete this compliance training. After completion of this training, participants must sign the Contractor Acknowledgment and Agreement form and return this form to the DBH Compliance officer or designee. For additional questions about the training, please contact your Contract Analyst or the DBH Compliance team at: DBHCompliance@fresnocountyca.gov.

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

Cultural Responsiveness Trainings

Duration: May vary based on Contractor's training preference

Contracted Provider Organization shall have DBH-funded providers complete annual trainings on cultural competency, awareness, and diversity as identified by Contractor(s), and/or via the County's eLearning system. Contractor's DBH-funded providers shall be appropriately trained in providing services in a culturally sensitive manner and shall attend civil rights training as identified by Contractor(s), or online via the County's eLearning system.

Information on annual cultural responsiveness training requirements will be provided by the DBH Division Manager serving as Ethnic Services Manager and Diversity Services Coordinator. Both parties are working locally and at the state level to address the need for thorough training to improve culturally responsive care and to meet the National Culturally and Linguistically Appropriate Services standards, while also understanding the impact that the training hours can have on productivity in fee-for-service programs.

For additional information, they are to contact their assigned contract analyst.

DBH is available to assist Contractor's efforts toward cultural and linguistic responsiveness by providing the following:

- Technical assistance regarding culturally responsive training requirements.
- Mandatory cultural responsiveness training for Contractor's DBH-funded staff if training capacity allows.
- Technical assistance for translating information into County's threshold languages (currently Spanish and Hmong and subject to change). Selected Contractors are responsible for securing translation services and all associated costs.

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, providers 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). Providers may use their discretion to select an appropriate HIPAA training. Training shall be completed by all DBH-funded staff within 30 days of contract execution or hire and annually thereafter.

Language Assistance Program Training

Contractor shall be responsible for implementing policies and procedures and training staff to ensure access and appropriate use of trained interpreters and material translation services for all Limited English Proficient (LEP) persons served. This includes, but is not limited to, assessing the cultural and linguistic needs of its persons served. The vendor(s) procedures shall include ensuring compliance of any sub-contracted providers with these requirements.

III. Training Expectations for Contractor Employees when Attending County-provided Training

Expectations for Attendees:

- 1) Attendees are to adhere to wearing business casual attire, broadly defined as a code of dress that blends traditional business wear with a more relaxed style that is still professional and appropriate for an office environment, unless specifically directed otherwise or instructed by Trainers. Attendees are expected to dress in respectful, culturally inclusive attire.
- 2) Interested attendees shall register at least one week in advance of the training date.
- 3) Attendees shall be expected to be ready and prepared to be engaged by the training start time. Attendees are also expected to arrive back on time from breaks, including lunch, and attend the training through completion.
- 4) Attendees who arrive 15 minutes late, or more, shall be requested to return to their work site and their organization will be notified. Similarly, attendees may

not leave a training prior to the scheduled end time. Those who miss 15 minutes or more of training in total throughout the day may be asked to re-enroll for a later training date if one is available.

- 5) Personal use of cell phones, laptops and tablets, except for in cases of emergency, should not be used during training and should be set to silent. Any calls shall be taken outside of the training space. Attendees shall inform trainers and/or Staff Development if they are expecting to be contacted for any reason; this shall be done before the training begins, if possible. Other cell phone use, such as texting, playing games or browsing the internet shall not be permitted while training is in session. If conduct is deemed disruptive to colleagues and/or the trainer, attendees shall be asked to leave the training and return to their work site. Organization will be notified.
- 6) At times, attendees shall be required to complete pre- and post-training class assignments, as part of the learning objectives. Attendees shall be required to complete assigned activities to receive Continuing Education Credits, and certification, and training credit, if applicable.
- 7) Attendees shall be expected to complete pre- and/or post-training evaluations, when available.
- 8) Attendees shall notify Staff Development with their supervisor copied at (559) 600-9680 or DBHStaffDevelopment@fresnocountyca.gov at the earliest possible date if they can no longer attend a training for which they have registered.

Use of DBH Training Facilities

Parking

Attendees shall park in undesignated stalls at DBH training sites. Any parking restrictions shall be communicated prior to the training date or prior to the training start time.

Use of Facilities

Attendees shall be respectful while occupying the training space, keeping it and the surrounding area neat and clean. Attendees are encouraged to bring a reusable water bottle but shall be cognizant of and clean any spills. If the training allows for food,

attendees shall ensure that their area is clean and dispose of any waste prior to leaving the training space.

STATE BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

Federal database checks.

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

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

1. 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.

Fresno County Mental Health Plan Compliance Program

CODE OF CONDUCT:

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

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule, or guideline. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of the Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Fresno
Department of Public Health

County of Fresno
Department of Public Health

County of Fresno
Department of Internal

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

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

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

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

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

9. Safeguards

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

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

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

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

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

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

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

10. Mitigation of Harmful Effects

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

11. The Contractor's Subcontractors

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

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

12. Employee Training and Discipline

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

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

13. Termination for Cause

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

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

14. Judicial or Administrative Proceedings

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

15. Effect of Termination

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

provided to the County by the Contractor.

16. Compliance with Other Laws

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

17. Disclaimer

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

18. Amendment

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

19. No Third-Party Beneficiaries

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

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

20. Interpretation

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

21. Regulatory References

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

22. Survival

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

23. No Waiver of Obligation

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

Non-Medical/Emergency Transportation Services Outcomes

Contractor shall adhere to the following outcome elements.

Quality of Service

1. Total Passengers
2. Number of rides with a 15+ minute wait time
3. Number of rides by referral sources
4. Number of after-hours requests
5. Count of acknowledgment of request within 30 mins
6. Count of late pick ups

Member Experience

1. Contractor shall provide data on persons' served satisfaction or clinical teams' satisfaction. This may be through a survey and will be developed by the Contractor.

Notwithstanding changes and timelines implemented by legislation or Behavioral Health Information Notices, DBH may also add additional required data elements with thirty (30) days' notice to the program.

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

— Dr. Martin Luther King, Jr.

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

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

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

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- U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
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Fresno County Department of Behavioral Health Financial Terms and Conditions

Fresno County Department of Behavioral Health is committed to ensuring timely and accurate compensation for the delivery of services in our communities and fulfilling all associated responsibilities of the funding sources related to this Agreement. This document provides guidance on this Agreement's financial terms and conditions, responsibilities of each party, which includes but not limited to, maximum compensation, compensation structure, invoicing, payments, billing, recoupments, audits, reviews, examinations, and other fiscal related requirements.

Compensation

The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services as described below.

1. Maximum Compensation

The maximum compensation payable to the Contractor under this Agreement is \$250,000.00 per fiscal year with a base term of three (3) years and the option to extend for an additional two (2) twelve (12) month periods. Total compensation for the agreement, including the two (2) optional extensions, shall not exceed \$1,250,000.00, which is not a guaranteed sum but shall be paid only for services rendered and received.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section.

The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

2. Rate Category/Schedule

The Non-Emergency Transportation services provided by the Contractor under this Agreement shall be paid according to the Quotation Schedule as indicated in Exhibit C – Attachment A, attached hereto and incorporated herein by reference and made part of this Agreement.

Invoices

The Contractor shall submit monthly invoices to, in arrears by the fifteenth (15th) day of each month, in the format directed by County. The Contractor shall submit invoices electronically to:

- 1) dbhinvoicereview@fresnocountyca.gov;
- 2) dbhinvoices@fresnocountyca.gov; and
- 3) the assigned County's DBH Staff Analyst.

At the discretion of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or designee, shall have the right to withhold payment as to only the portion of the invoice that is incorrect or improper after

five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected to County's satisfaction, County's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the termination provisions stated in Article 6 of this Agreement. If County's DBH does not provide notice of incorrect or otherwise improper invoices and causes delay in the reimbursement process, Contractor(s) will follow the escalation process through the County's DBH Finance Division's Invoice Review Team, up to the DBH Finance Division Manager, and including the County's DBH Director and/or designee for the timely reimbursement of payment to Contractor.

Withholdings to an invoice by County's DBH shall be addressed by the Contractor and/or contractor shall communicate any delays in resolving the incorrect or improper form with County's DBH within ninety (90) days of receiving notice or the withholdings will stand in perpetuity, or subject to County's discretion.

All final invoices for any fiscal year shall be submitted by Contractor within one hundred and twenty (120) days following the final month for which payment is claimed in that fiscal year. No action may be taken by County on any invoices submitted after one hundred and twenty (120) days of the end of the fiscal year where services are performed.

Payment

Payments shall be made by County to Contractor in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices shall be submitted by Contractor within one hundred and twenty (120) days following the final month of service for which payment is claimed for each fiscal year. No action shall be taken by County on claims submitted beyond the one hundred and twenty (120) day closeout period of each fiscal year. Any compensation which is not expended by Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to County.

Payments shall be made upon certification or other proof satisfactory to the County that services have been performed or actual expenditures incurred by the Contractor, as specified in this Agreement.

1. Incidental Expenses.

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

Recoupments and Audits/Reviews

County shall recapture from Contractor the value of any services or other expenditures determined to be ineligible based on the County or State monitoring results. The County reserves the right to enter into a repayment agreement with Contractor, with the term of the repayment agreement not to exceed twelve (12) months from the date of the repayment agreement, to recover the amount of funds to be recouped. The County has the discretion to extend the term of repayment plan up to a total of twenty-four (24) months from the date of the repayment Agreement. The repayment agreement may be made with the signed written

approval of County's DBH Director, or designee, and respective Contractor through a repayment Agreement. The monthly repayment amounts may be netted against the Contractor's monthly billing for services rendered during the month, or the County may, in its sole discretion, forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive, and County may seek recoupment from any other means, including, but not limited to, a separate agreement with Contractor.

1. Single Audit Clause

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

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

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

2. Financial Audit Report Requirements for Pass-Through Entities

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

requirements and standards.

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

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

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

Other Financial Requirements

1. Notification of Changes

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

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

2. Record Maintenance

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

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

Contractor shall comply with all Federal, State and County laws, rules and regulations regarding relinquishing or maintaining medical records.

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

3. Financial Reports

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

4. Agreement Termination

In the event this Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

5. Restrictions and Limitations

This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of this Agreement.

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

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

6. Additional Financial Requirements

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

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

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

7. Contractor Prohibited from Redirection of Contracted Funds

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

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

Insurance Requirements

1. Required Policies

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

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its

broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher

limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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

Data Security

1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.
- (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 3(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.

2. Standard of Care

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

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

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

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit, 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.

4. Security Breach Procedures

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

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit, 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.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit, 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 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

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

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

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

10. 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.

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

(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: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)