

1 **MEMORANDUM OF UNDERSTANDING**

2 This Memorandum of Understanding (“MOU”) is dated _____ and is
3 between The Arthur at Blackstone, LP a California Limited Partnership (“Contractor”), and the
4 County of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. In collaboration with Contractor, County, through its Department of Behavioral Health
7 (“DBH”), has received funds from the State Department of Housing and Community
8 Development (“HCD”) pursuant to Proposition 2, the No Place Like Home Program (“NPLH”).
9 NPLH was approved by the voters of the State of California in November of 2018. NPLH funds
10 may only be used by DBH in accordance with Proposition 2 and California Code of Regulations
11 Division 5, Part 3.9, et. Seq.

12 B. County’s DBH needs high quality, safe, and affordable permanent supportive housing for
13 persons with serious mental illness or a serious emotional disturbance experiencing
14 homelessness.

15 C. Contractor has acquired the site at 3045 North Blackstone Avenue, Fresno, CA 93703
16 identified as The Arthur at Blackstone, LP Development (“Development”), to be operated as
17 permanent supportive housing.

18 D. Parties have signed Standard Agreement No 20-NPLH-14603 with HCD to access
19 NPLH funds for the construction of the Development. This thirty (30)-year agreement commits
20 the County to provide mental health services and provide or refer to other supportive services
21 for a minimum of twenty (20) years.

22 E. The purpose of this MOU is to clearly identify the roles and responsibilities of Contractor
23 and County.

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

2 **Contractor’s Services**

3 1.1 **Scope of Services.** The Contractor shall adhere to all of the requirements outlined
4 in Exhibit A to this Agreement, titled “Contractor and County Responsibilities” and Exhibit A -
5 Attachment A to this Agreement, titled “NPLH Eligible Households.”

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations,
12 and requirements in Exhibit B to this Agreement, titled “Fresno County Behavioral Health
13 Requirements”.

14 **Article 2**

15 **County’s Responsibilities**

16 2.1 The County shall adhere to all of the requirements outlined in Exhibit A to this
17 Agreement, titled “Contractor and County Responsibilities”.

18 2.2 The County shall provide oversight and collaborate with the Contractor, other County
19 Departments and community agencies to help achieve program goals and outcomes.

20 2.3 County shall participate in evaluating the progress of the overall program, levels of
21 care components, and the efficiency of collaboration with the Contractor staff and will be
22 available to Contractor for ongoing consultation. County shall receive and analyze statistical
23 outcome data from the Contractor throughout the term of contract. County shall notify the
24 Contractor when additional participation is required. The performance outcome measurement
25 process will not be limited to survey instruments but will also include, as appropriate, persons
26 served and staff surveys, chart reviews, and other methods of obtaining required information.
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1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The services performed by either party pursuant to the terms and conditions of this
4 Agreement, shall be performed without the payment of any monetary consideration by County to
5 Contractor, or Contractor to County.

6 **Article 4**

7 **Term of Agreement**

8 4.1 **Term.** This Agreement is effective on July 1, 2026, and terminates on June 30, 2029
9 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
10 below.

11 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
12 year periods only upon written approval of both parties at least thirty (30) days before the first
13 day of the next one-year extension period. The County's DBH Director or his or her designee is
14 authorized to sign the written approval on behalf of the County based on the Contractor's
15 satisfactory performance. The extension of this Agreement by the County is not a waiver or
16 compromise of any default or breach of this Agreement by the Contractor existing at the time of
17 the extension whether or not known to the County.

18 **Article 5**

19 **Notices**

20 5.1 **Contact Information.** The persons and their addresses having authority to give and
21 receive notices provided for or permitted under this Agreement include the following:

22 **For the County:**

23 Director, Department of Behavioral Health
24 County of Fresno
25 5260 N. Palm Ave. Ste. 321
26 Fresno, CA 93704

27 **For the Contractor:**

28 Chief Executive Officer
Fresno Housing Authority
1331 Fulton Street
Fresno, CA 93721
Email: twilliams@fresnohousing.org

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

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

5 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

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

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

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

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

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
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1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

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

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

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

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

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

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

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

17 **Article 11**

18 **Data Security**

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

1 **Article 12**

2 **Disclosure of Self-Dealing Transactions**

3 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 12.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 “Self-Dealing Transaction Disclosure Form” (Exhibit E to this Agreement) and submitting it to the
8 County before commencing the transaction or immediately after.

9 12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 13**

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

14 13.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
15 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
16 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

17 13.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
18 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
19 Exhibit F:

20 (A) Disclosure of Five Percent (5%) or More Ownership Interest:

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

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

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

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

8 (B) Disclosures Related to Business Transactions:

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

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

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

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

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

25 13.3 Contractor must provide disclosure upon execution of Contract, extension for
26 renewal, and within thirty-five (35) days after any change in Contractor ownership or upon
27 request of County. County may refuse to enter into an agreement or terminate an existing
28 agreement with Contractor if Contractor fails to disclose ownership and control interest

1 information, information related to business transactions and information on persons convicted
2 of crimes, or if Contractor did not fully and accurately make the disclosure as required.

3 13.4 Contractor must provide the County with written disclosure of any prohibited
4 affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers
5 or have other relationships with providers Excluded from participation in Federal Health Care
6 Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R.
7 §438.610.

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

17 **Article 14**

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

19 14.1 **Applicability.** Contractor is required to disclose if any of the following conditions
20 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
21 referred to as "Contractor"):

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

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

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

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

2 or

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

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

6 14.2 **Duty to Disclose.** Disclosure of the above information will not automatically
7 eliminate Contractor from further business consideration. The information will be considered as
8 part of the determination of whether to continue and/or renew this Agreement and any additional
9 information or explanation that Contractor elects to submit with the disclosed information will be
10 considered. If it is later determined that the Contractor failed to disclose required information,
11 any contract awarded to such Contractor may be immediately voided and terminated for
12 material failure to comply with the terms and conditions of the award.

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

23 **Article 15**

24 **General Terms**

25 15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
26 Agreement may not be modified, and no waiver is effective, except by written agreement signed
27 by both parties. The Contractor acknowledges that County employees have no authority to
28 modify this Agreement except as expressly provided in this Agreement.

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

8 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
9 under this Agreement without the prior written consent of the other party.

10 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
11 or related to this Agreement.

12 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
13 County, California. Contractor consents to California jurisdiction for actions arising from or
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
15 brought and maintained in Fresno County.

16 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

21 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 15.8 **Severability.** If anything in this Agreement is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
25 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
26 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
27 intent.

1 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

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

12 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Contractor and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Contractor and the County with respect to the subject matter of this Agreement,
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

4 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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

The Arthur at Blackstone, LP
Housing Authority of the City of Fresno, its
Administrative General Partner

COUNTY OF FRESNO

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

By: Tyrone Roderick Williams

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

Print Name: Tyrone Roderick Williams
Title: Chief Executive Officer

By: _____
Deputy

Date: 5.28.2024

By: Michael Duarte

Print Name: Michael Duarte
Title: Deputy Executive Director

Date: 5/28/24

1331 Fulton Street
Fresno, CA 93721

For accounting use only:

Org No.: 56304822
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

CONTRACTOR AND COUNTY RESPONSIBILITIES

Responsibilities of the Contractor:

1. **Consideration of Circumstances.** The parties understand and agree NPLH-eligible households are disabled households who may be entitled to reasonable accommodations in the eligibility review and admission process. Contractor shall establish and implement a procedure to respond to circumstances that may result in denial of an applicant and requests for reasonable accommodation by all applicants. Such procedures shall provide for the following:
 - a. Contractor to consider all relevant circumstances when deciding whether to deny admission based on an individual's past history except in the situations for which denial of admission is mandated, such as being a registered sex offender or being convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
 - b. In deciding whether or not to deny admission or assistance because of an action or failure to act by an individual, Contractor has discretion to consider all relevant circumstances in each case, including seriousness of the case. Contractor will use its discretion in reviewing the extent of participation or culpability of an individual, mitigating circumstances related to the disability of an individual, and the passage of time since the individual's actions or failure to act. When the ground for denial of admission or assistance is related to criminal activity, such as factors as disclosure of the criminal act, completion of rehabilitative treatment for drug-related offenses, and type and longevity since the conviction will be considered.
 - c. In determining whether to deny admission for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, Contractor will consider whether an individual is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been successfully rehabilitated. Contractor may require the individual to submit evidence of the household member's current participation, or successful completion of a supervised drug or alcohol rehabilitation program.
 - d. If denial is based upon behavior resulting from a disability, Contractor will delay the denial in order to determine if there is a reasonable accommodation which would negate the behavior resulting from the disability.

- e. Contractor shall provide a notice to all applicants that disabled applicants may be entitled to a reasonable accommodation in the tenant selection and admission process.
 - f. If Contractor intends to deny a requested accommodation because it is deemed unreasonable, Contractor shall make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
 - g. Contractor shall not be obligated to admit an NPLH-Eligible applicant who requires supportive services as a reasonable accommodation to meet the terms of the tenancy if such applicant does not have access to supportive services or cannot otherwise obtain such supportive services.
 - h. Nothing herein shall require the Contractor to keep units vacant for a period of longer than thirty (30) days in order to determine if there are reasonable accommodations that can be offered to the applicant to allow the applicant to meet the terms and conditions of tenancy.
 - i. The Parties hereto expressly agree that Contractor has no role or responsibility in the provision of supportive services, the manner and method of the provision of such supportive services, the determination of the appropriate level of supportive services, or any decision regarding such supportive services.
- 2. DBH Unit Designation.** Contractor shall make available twenty (20) units for certified NPLH-eligible tenants, as described in Exhibit A – Attachment A “NPLH Eligible Households”. Upon referral from the Coordinated Entry System (CES) and meeting Contractor’s income verification and background check, Contractor shall select NPLH-eligible tenants for occupancy of said units.
- 3. Move-In Process.** Contractor shall establish reasonable move-in procedures and provide copies of such procedures to County at least thirty (30) days prior to rent-up (defined as 30 days prior to renting to the rental applicant). In the event Contractor modifies Contractor’s move-in procedures, Contractor shall provide County copies of such modified move-in procedures at least thirty (30) days prior to implementing such procedures. Contractor shall notify County ten (10) days prior to the day and time of move-in. Contractor shall provide an orientation of the requirements of the Lease and the House Rules to new tenants to establish property management expectations in areas such as expectations of tenancy, County's contact information to learn about the availability of supportive services, use of common areas (e.g. recreation areas, meeting

room facilities, etc.), rent collection, maintenance requests, etc. Contractor shall provide County with current copies of the Lease and House Rules.

- 4. Property Management.** Contractor shall manage and monitor the Development, including developing and implementing policies and procedures for tenants to submit requests for repairs, rent collections, and maintaining the condition of the property.
- a. Contractor shall carry out rent collection and administration.
 - b. Contractor shall prepare operating budgets and cost estimates for the Development, excluding budgets related to the provision of supportive services.
 - c. Contractor shall maintain the waitlist, including adding new eligible and NPLH certified applicants referred by CES. It shall be the responsibility of Contractor to ensure an adequate number of potential NPLH-eligible applicants remain on the site-based waitlist. Contractor shall notify County and eligible applicants from the waitlist of vacancies in the NPLH units.
 - d. Contractor shall develop and maintain a clear separation of responsibilities and duties between the onsite property manager and the supportive services provider staff.
 - e. Contractor shall provide County with a description of Contractor duties and responsibilities.
 - f. Contractor shall establish policies and procedures agreed upon by County for resolving conflicts between property management and supportive services provider staff when they cannot agree on a course of action.
 - g. Contractor shall develop and maintain a log identifying tenants' assigned clinicians/case managers and contact information.
 - h. Contractor shall provide property maintenance, including having the capacity to respond to tenants' requests for service within twenty-four (24) to seventy-two (72) hours, contingent upon the nature of the request. This shall also include providing facility and maintenance support to areas utilized for any onsite service provision that is equivalent to the level of maintenance provided to tenants. Contractor shall provide County staff with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
 - i. Contractor shall ensure that staff working in the Development, including office staff, are introduced to the supportive services staff and are aware of the roles and responsibilities of the supportive services provider staff.

- j. Contractor shall establish policies and procedures that ensure tenant's access to Contractor for routine business, during normal operating hours, and any time for emergencies.
 - k. Contractor shall provide the County access to Contractor representative twenty-four (24) hours per day for emergencies.
 - l. Contractor shall develop plans for the establishment of a tenant advisory council or other structures to solicit tenant input regarding house policies and rules.
 - m. Coordinate invoicing with County, or its designated contracted provider, as necessary, to facilitate the referral, payment, and reimbursement of "Housing Deposits", "Transitional Rent", and any other CalAIM benefit, for the benefit of the person served.
- 5. Lease Violation Interventions/Eviction Prevention.**
- a. Contractor shall establish policies to refer tenants to County so that they may obtain supportive services with the goal of retaining their housing in times of crisis.
 - b. County shall collaborate with the tenant and Contractor to establish plans to help tenants obtain the appropriate support and services they need to retain their housing. If tenant is in rent arrears, County shall work with Contractor to support development of rent repayment plans for tenants.
- 6. Safety, Security, and Emergency Response.** Contractor shall provide semi-annual meetings for tenants and staff on basic safety and evacuation procedures. Current evacuation plans shall be posted for the Development onsite and be provided to County staff. Contractor shall ensure all onsite staff are trained when to call emergency medical personnel or the police and when to communicate with their supervisors and/or the County in the event of an emergency. Contractor shall train onsite staff to maintain an incident log and to allow County to review said log on a monthly basis. Contractor shall train onsite staff to consult County staff if they have a question regarding the proper way to handle a tenant crisis situation or to make referrals.
- 7. Communication.** Contractor shall notify County:
- a. Immediately of any upcoming vacancies.
 - b. Immediately of any incidents that could potentially jeopardize a resident's tenancy, including any critical incidents resulting in loss of life, serious bodily harm, or significant property damage.

- c. Weekly when a tenant is displaying behaviors that could jeopardize tenancy, such as failure to pay rent or conflicts with property management or other tenants.
 - d. If supportive service providers have been non-responsive to requests regarding a tenant.
 - e. Of any potential charges to the regular operations of the Development, or any potential changes or losses of funding that could impact the operations of the housing site.
 - f. And provide County with a directory of key staff within their respective organizations. The directory shall include e-mail, fax, and phone numbers where available and appropriate.
- 8. Training.** Contractor shall cross-train with County in order to facilitate understanding of staff responsibilities, as needed. Contractor shall conduct regular trainings for staff to maintain tenant confidentiality and include maintenance of tenant confidentiality as a work performance expectation for all appropriate job classifications. Contractor shall reference the *Supportive Housing Property Management Operations Manual* published by the Corporation for Supportive Housing as a guide and reference tool for the successful cooperative operation of supportive housing at the Development.
- 9. Complaints.** Contractor shall log complaints and the disposition of all complaints from a tenant or a tenant's family. Contractor shall provide a copy of detailed complaint log entries concerning tenants to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Besides the detailed complaint log, Contractor shall provide details and attach documentation of each complaint with the log.
- 10. HMIS.** Contractor shall be responsible for completing all HMIS entries in accordance with AB977 requirements.

Responsibilities of the County:

- 11. Outreach, Application, and Screening.** County and its provider network shall provide assistance to potential Development applicants with the application process. This includes providing guidance in completing and organizing the application, gathering the information necessary to document applicant's income, and communicating with Contractor to discuss the status of their review. As needed, County and its provider

network shall also assist applicants in requesting and obtaining a reasonable accommodation in the application and selection process.

- 12. Deposit Assistance.** County shall have no obligation to pay security deposits on behalf of Tenant. Tenant shall be solely responsible for payment of their security deposit, as required in the lease agreement between Tenant and Contractor/Property Management.
- 13. Move-In Process.** County shall meet with incoming tenants at the time of move-in. Designated staff shall orient new tenants to the services available on-site and provide new tenants with information on community resources and opportunities to participate in supportive services.
- 14. Supportive Services.** The County shall assist tenants at the Development by linking/engaging tenants to an array of appropriate community services. Supportive services are designed to help tenants retain their housing and assist in recovery and wellness. Supportive services staff will work to ensure tenants have linkages that are appropriate and desired, such as screening, individual needs assessment, support sessions for individual and groups, direct assistance to tenants that supports self-sufficiency and independent living, response to crisis and crisis intervention, as well as linkage of tenants to physical health staff for medication support services. Supportive services also include a degree of case management through community linkage, advocacy, and outreach services to inform tenants of community resources.
- 15. Meetings.** County shall conduct meetings with Contractor, monthly or as needed, to discuss coordination of services, referrals, and vacancies. County shall notify Contractor of any changes in supportive services available to tenants and any potential changes or losses of funding that could impact the availability of supportive services. County supportive services staff shall meet weekly with Contractor property management staff to identify tenant behaviors that could jeopardize tenancy. County shall act as a liaison between the tenant, Contractor, and mental health service providers to facilitate the communication of concerns that could jeopardize a tenant's residency. County shall promptly notify Contractor when they observe safety or maintenance concerns. County shall share directories of key staff within their respective organizations. The directory shall include e-mail, fax, and phone numbers where available and appropriate.
- 16. Deposit Refunds.** For each move-out of a tenant in which the County paid the security-deposit for the unit, Contractor shall provide County with a line-item expense sheet of maintenance costs incurred due to tenant-caused damages to the unit. This shall be electronically submitted to: 1) dbhhousingcontracts@fresnocountyca.gov and 2) the

assigned County's DBH Staff Analyst. County shall review the expense sheet and shall dispute costs against the deposit that are not as described in Section 12 above.

Contractor shall reimburse the County for any disputed amount that is not described in Section 12 above.

17. DBH Units – The addresses of DBH Priority Units are listed in the table below.

Unit Address	
1	3045 N Blackstone Avenue, A-201 Fresno, CA 93703
2	3045 N Blackstone Avenue, A-202 Fresno, CA 93703
3	3045 N Blackstone Avenue, A-203 Fresno, CA 93703
4	3045 N Blackstone Avenue, A-204 Fresno, CA 93703
5	3045 N Blackstone Avenue, A-205 Fresno, CA 93703
6	3045 N Blackstone Avenue, A-207 Fresno, CA 93703
7	3045 N Blackstone Avenue, A-209 Fresno, CA 93703
8	3045 N Blackstone Avenue, A-210 Fresno, CA 93703
9	3045 N Blackstone Avenue, A-211 Fresno, CA 93703
10	1624 E Simpson Avenue, B-101 Fresno, CA 93704
11	1624 E Simpson Avenue, B-104 Fresno, CA 93704
12	1624 E Simpson Avenue, B-105 Fresno, CA 93704
13	1624 E Simpson Avenue, B-106 Fresno, CA 93704
14	1624 E Simpson Avenue, B-201 Fresno, CA 93704
15	1624 E Simpson Avenue, B-205 Fresno, CA 93704
16	1624 E Simpson Avenue, B-206 Fresno, CA 93704
17	1624 E Simpson Avenue, B-208 Fresno, CA 93704
18	1624 E Simpson Avenue, B-301 Fresno, CA 93704
19	1624 E Simpson Avenue, B-305 Fresno, CA 93704
20	1624 E Simpson Avenue, B-308 Fresno, CA 93704

** County and Contractor may agree in writing to trade units on an as needed basis to accommodate tenant needs.

18. CalAIM Community Supports. Coordinate invoicing with Contractor as necessary, to facilitate the referral, payment, and reimbursement of "Housing Deposits", "Transitional Rent", and any other CalAIM benefit, for the benefit of the person served.

19. HMIS. County shall be responsible for completing HMIS entries for County's population of residents residing in County inventory of DBH designated units, in accordance with AB977 requirements.

NO PLACE LIKE HOME (NPLH)
ELIGIBLE HOUSEHOLDS

To be eligible for the NPLH Housing Program, an applicant must meet the eligibility criteria listed below at the time a NPLH housing unit becomes available.

Certification of an applicant's eligibility will be determined by the Fresno Madera Continuum of Care (FMCoC) – Coordinated Entry System (CES) which utilizes a standard assessment tool (VI-SPDAT) to ensure those applicants with the greatest need for supportive housing and the most barriers to housing retention are prioritized for any available NPLH-restricted units.

Eligibility Criteria #1:

The applicant must be an adult age 18 or older living with diagnosed Serious Mental Illness (SMI) or Seriously Emotionally Disturbed (SED) Children or Adolescent as defined in California Welfare and Institutions Code Section 5600.3 (a and b); who meet one or more of the following NPLH homeless criteria as defined in the NPLH Guidelines.

Eligibility Criteria #2:

“Homeless”, “Chronically Homeless”, or “At-Risk of Chronic Homelessness” as defined by the California Department of Housing and Community Development (HCD)/California Housing Finance Agency (CalHFA) NPLH Housing Program Application.

Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness Definition

1. “Homeless” for this Program means adults or older adults with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below, according to 24 CFR Section 578.3, which include:
 - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping

- accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground, or
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals), or
 - iii. An individual who is exiting an institution where they resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- b. An individual or family who will imminently lose their primary nighttime residence provided that:
- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance,
 - ii. No subsequent residence has been identified, and
 - iii. The individual or family lacks the resource or support networks, such as family, friends, faith-based or social networks, needed to obtain other permanent housing.
- c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:
- i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 USC 1786 (b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a),

- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any during the 60-day period immediately preceding the date of application for homeless assistance,
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance, and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d. Any individual or family who:
- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence,
 - ii. Has no other residence, and
 - iii. Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.
2. "Chronically Homeless" for this Program means an adult or other adult with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet the

criteria below according to 24 Code of Federal Regulations Section 578.3, as that section read on May 1, 2016:

- a. A “homeless individual with a disability,” as defined in Section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who
 - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been Homeless and living as described in paragraph (1)(A) of this definition continuously for at least 12 months, or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months, and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1). Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
 - b. An individual who has been residing in an institutional care facility, including a jail substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been Homeless.
3. “At-Risk of Chronic Homelessness” for this Program means an adult or older adult with a Serious Mental Illness or Seriously Emotionally Disturbed Children or Adolescents who meet one or more of the criteria below. All persons qualifying under this definition must be prioritized for available housing by using a standardized assessment tool that

ensures that those with the greatest need for Permanent Supportive Housing and the most barriers to housing retention are prioritized for the Assisted Units available to persons At-Risk of Chronic Homelessness pursuant to the terms of the Project regulatory agreement. Qualification under this definition can be done in accordance with established protocols of the Coordinated Entry System, or other alternate system used to prioritize those with the greatest needs among those At-Risk of Chronic Homelessness for referral to available Assisted Units, that meet the requirements of these Guidelines, including but not limited to, Section 206 (Occupancy and Income Requirements), and Section 211 (Tenant Selection).

Persons qualifying under this definition are persons who are at high-risk of long-term or intermittent homelessness, including:

1. Pursuant to Welfare and Institutions Code Section 5849.2, persons exiting institutionalized settings, such as jail or prison, hospitals, institutes of mental disease, nursing facilities, or long-term residential substance use disorder treatment, who were Homeless prior to admission to the institutional setting;
2. Transition-Age Youth experiencing homelessness or with significant barriers to housing stability, including, but not limited to, one or more evictions or episodes of homelessness, and a history of foster care or involvement with the juvenile justice system; and others as set forth below;
3. Persons, including Transition-Age Youth, who, prior to entering into one of the facilities or types of institutional care listed herein, had a history of being Homeless as defined under this subsection (f)(3): a state hospital, hospital behavioral health unit, hospital emergency room, institute for mental disease, psychiatric health facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residence care facility, community crisis center, board and care facility, prison, parole, jail, or juvenile detention facility, or foster care. Having a history of being Homeless means, at a minimum, one or more episodes of homelessness in the 12 months prior to entering one of the facilities or types of institutional care listed herein.

The CES (as defined in Section 101(n)), or other local system used to prioritize persons At-Risk of Chronic Homelessness for available Assisted Units may impose longer periods to satisfy the requirement that persons under this paragraph must have a history of being Homeless.

4. The limitations in subsection (w)(a)(iii) pertaining to the definition of “Homeless” shall not apply to persons At-Risk of Chronic Homelessness, meaning that as long as the requirements in subsections (f)(1) – (3) above are met:
 - a. Persons who have resided in one or more of the settings described above in subsection (f)(1) or (f)(3) for any length of time may qualify as Homeless upon exit from the facility, regardless of the amount of spent in such facility; and
 - b. Homeless Persons who, in the 12 months prior to entry into any of the facilities or types of institutional care listed above, have resided at least once in any kind of publicly or privately operated temporary housing, including congregate shelters, transitional, interim, or bridge housing, or hotels or motels, may qualify as At-Risk of Chronic Homelessness.

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 B to this Agreement, titled “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Rights of Persons Served.** Contractor shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractor shall inform every person served of their rights as set forth in Exhibit B – Attachment C to this agreement, titled “Fresno County Behavioral Health Plan 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 D to this Agreement, titled “Fresno County 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.** Contractor shall furnish to County such statements, records, reports, data, and other information as County may request pertaining to matters covered by this Agreement. In the event that Contractor 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. **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.
- i. **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractor's

programs, in order to ensure compliance with the terms and conditions of this Agreement.

j. Generative Artificial Intelligence Technology Use & Reporting

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

1. Contractor's notification must include:

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

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

k. Confidentiality.

i. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f).

ii. Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other Party for the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

iii. The Contractor shall not disclose the County's data except to any third parties as necessary to operate the Contractor Products and Services (provided that the Contractor hereby grants to the County, at no additional

cost, a non-perpetual, noncancelable, worldwide, nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Contractor Products and Services by the Contractor, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).

- iv. Upon termination of the Agreement, or upon a Party's request, each Party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.
- v. All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

- I. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

m. Publicity Prohibition.

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

brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH's efforts to provide information to the public.

n. **Child Abuse Reporting Act.**

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

II. **Inspection and Audit Requirements**

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

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

- b. **Access to Records.** Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect,

evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

III. **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 should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.
- e. **Record Retention.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including grievance and appeal records, and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.
- f. **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.
- g. **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.

- h. **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.

IV. **Complaint Logs and Grievances**

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

V. **Compliance Requirements**

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

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

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

b. Compliance Program

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

compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.

iii. Policies and Procedures

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

Fresno County DBH Compliance Office

1925 E. Dakota Ave. Ste A

Fresno, California 93726

Or send via email to: DBHCompliance@fresnocountyca.gov

c. Program Integrity Requirements

- i. As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 CFR Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.
- ii. If Contractor 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. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the County DBH Compliance Office for investigation, review and/or disposition.
- iv. Contractor shall fully cooperate with all audits, reviews, or investigations conducted by the DBH Compliance Office. Never conceal, falsify, or alter records, provide false information, or otherwise obstruct any audit or investigation.
- v. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- vi. Contractor shall immediately report any information about changes in circumstances of the person served that may affect the person's eligibility, including changes in the residence of the person served or the death of the individual.
- vii. Contractor shall immediately report any information about a change in Contractor's or Contractor's staff circumstances that may affect eligibility to participate in the behavioral health program.

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

d. Code of Conduct

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

VI. 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 A – Attachment E to this Agreement, titled “Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement”.

VII. Cultural and Linguistic Competency

- a. **General.** All services, policies and procedures shall be culturally and linguistically appropriate. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally responsive and equitable manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity 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 persons 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.

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 PERSONS SERVED

I. 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 BHP 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 BHP 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)

II. Provider Problem Resolution and Appeals Process

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

a. **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 BHP address (listed above).

b. **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 BHP payment authorization, or the process or payment of a provider's claim to the BHP.

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

The BHP shall have sixty (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 BHP 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 thirty (30) calendar days of receipt of the decision.

d. **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 BHP. The provider will receive a written response from the BHP within sixty (60) calendar days of receipt of the complaint. The decision rendered by the BHP is final.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTOR TRAINING REQUIREMENTS REFERENCE GUIDE

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, with the understanding additional trainings may be required that are not listed; in such cases, Contractor will be informed. Contractor must consider and include sufficient time and funds for required trainings.

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

a. Health Insurance Portability and Accountability Act (HIPAA) 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 thirty (30) days of contract execution or hire and annually thereafter.

II. Training Expectations for County-Provided Trainings

- a. 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.
- b. Interested attendees shall register at least one week in advance of the training date.
- c. 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.

- d. Attendees who arrive fifteen (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 fifteen (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.
- e. 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 trainer(s), attendees shall be asked to leave the training and return to their work site. Organizations will be notified.
- f. 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, certification, and training credit, if applicable.
- g. Attendees shall be expected to complete pre- and/or post-training evaluations, when available.
- h. 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.

III. Use of DBH Training Facilities

a. 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.

b. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, in compliance with Parts the HIPAA Rules. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, available to the Secretary upon demand. Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor’s normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary’s compliance or investigation review, if PHI is unavailable to Contractor and in possession of a subcontractor of Contractor, Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

IX. Safeguards

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

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

a. Passwords must **not** be:

- i. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- ii. A dictionary word; or
- iii. Stored in clear text

b. Passwords must be:

- i. Eight (8) characters or more in length;
- ii. Changed every ninety (90) days;
- iii. Changed immediately if revealed or compromised; and
- iv. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1. Upper case letters (A-Z);
2. Lowercase letters (a-z);
3. Arabic numerals (0 through 9); and
4. Non-alphanumeric characters (punctuation symbols).

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

data:

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

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

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

X. Mitigation of Harmful Effects

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

XI. Contractor's Subcontractors

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

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

XII. Employee Training and Discipline

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

XIII. Termination for Cause

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

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

XIV. Judicial or Administrative Proceedings

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

XV. Effect of Termination

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

XVI. Compliance with Other Laws

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

XVII. Disclaimer

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

XVIII. Amendment

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

XIX. No Third-Party Beneficiaries

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

XX. Interpretation

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

XXI. Regulatory References

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

XXII. Survival

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

XXIII. No Waiver of Obligation

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

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

INSURANCE REQUIREMENTS

I. Required Policies

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

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

- f. **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- g. **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

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

II. **Additional Requirements**

- a. **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 5260 N. Palm Ave, Suite 300, Fresno CA 93704, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County’s DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- b. **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- c. **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- d. **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- e. **Waivers of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the Contractor's waivers of subrogation under this paragraph are effective whether or not the Contractor obtains such endorsements.
- f. **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

charges against any amounts owed by the County to the Contractor under this Agreement.

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

DATA SECURITY

I. Definitions

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

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

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

II. **Standard of Care**

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

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

III. Information Security

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

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

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

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

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

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

IV. Security Breach Procedures

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

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

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

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

V. Oversight of Security Compliance

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

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

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

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

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

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

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

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

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

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

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

NAME	DOB	ADDRESS	EIN

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

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

- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. YES NO

NAME	DOB	ADDRESS	PROVIDER

YES NO

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

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

DETAILED INSTRUCTIONS

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

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

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

Item II - Self-explanatory

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)