

**AGREEMENT**

THIS AGREEMENT is made and entered into this sixth day of August, 2019, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and, **Kings View Behavioral Health**, a private non-profit California organization, whose business address is 7170 N. Financial Dr. Ste. 110, and service location address is 1617 E. Saginaw, Fresno, CA 93704, hereinafter referred to as "**CONTRACTOR**," collectively, "the parties."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) component, and through input from the MHSA community stakeholder process, recognizes the need to provide wellness and recovery support services to individuals with mental illness and their family members/support system; and

WHEREAS, COUNTY, through its DBH, is a Mental Health Plan (MHP), as defined in Title 9 of the California Code of Regulations (CCR), section 1810.226; and

WHEREAS, CONTRACTOR is qualified and willing to operate said MHSA Peer/Family Support Wellness Center (Blue Sky) to provide wellness and recovery support services pursuant to the terms and conditions of this Agreement.

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

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "Mental Health Services Act Peer and Family Support Blue Sky Wellness Center Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement. Blue Sky Wellness Center services are to be provided at the service location address, 1617 E. Saginaw, Fresno, CA 93704. The locations of services cannot be changed without prior approval of the DBH Director or designee.

B. CONTRACTOR shall perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 962-5377 dated September 18, 2015,

1 Addendum No. One (1) to COUNTY'S RFP No. 962-5377 dated October 8, 2015, and COUNTY'S  
2 Letter Requesting Clarification dated November 2, 2015, herein collectively referred to as COUNTY'S  
3 Revised RFP, and CONTRACTOR'S response to said Revised RFP dated October 14, 2015 and  
4 CONTRACTOR'S Letter of Clarification dated November 4, 2015 all incorporated herein by reference  
5 and made part of this Agreement. In the event of any inconsistency among these documents, the  
6 inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this  
7 Agreement, including all Exhibits, 2) to the Revised RFP, 3) to CONTRACTOR'S Letter of Clarification,  
8 and 4) to CONTRACTOR'S Response to the Revised RFP. A copy of COUNTY'S Revised RFP No.  
9 962-5377, CONTRACTOR'S Response and CONTRACTOR'S Letter of Clarification shall be retained  
10 and made available during the term of this Agreement by COUNTY'S DBH Contracts Division.

11 C. It is acknowledged by all parties hereto that COUNTY'S DBH Contracts Division  
12 shall monitor MHSA Peer/Family Support Program operated by CONTRACTOR, in accordance with  
13 Section Thirteen (13) of this Agreement.

14 D. CONTRACTOR shall participate in periodic workgroup meetings consisting of  
15 staff from COUNTY'S Contracts Division. The meetings shall be held monthly, or as needed to  
16 discuss MHSA requirements, data reporting, training, policies and procedures, overall program  
17 operations and any problems that may arise during the term of this Agreement.

18 E. CONTRACTOR agrees that prior to providing services under this Agreement,  
19 CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY  
20 may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in  
21 accordance with Section Three (3) of this Agreement. Any changes in staff volume must be requested  
22 in writing and approved by the DBH Director or designee.

23 **2. TERM**

24 The term of this Agreement shall become effective on execution through and including  
25 June 30, 2021.

26 **3. TERMINATION**

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

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

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

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

9 In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
10 any breach of this Agreement or any default, which may then exist on the part of CONTRACTOR.  
11 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the  
12 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment  
13 to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the  
14 judgment of COUNTY were not expended in accordance with the terms of this Agreement. The  
15 CONTRACTOR shall promptly refund any such funds upon demand, or at COUNTY's option, such  
16 repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

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

20 **4. COMPENSATION AND PAYMENTS**

21 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
22 compensation for actual expenditures incurred by CONTRACTOR in accordance with Exhibit B, "Blue  
23 Sky Wellness Center Budget," attached hereto and by this reference incorporated herein.

24 A. Maximum Contract Amount

25 The maximum amount payable to CONTRACTOR for the period of July 1, 2019  
26 through June 30, 2020 shall not exceed One Million Two Hundred Eighteen Thousand Three Hundred  
27 Twenty Six and No/100 Dollars (\$1,218,326.00).

28 The maximum amount payable to CONTRACTOR for the period of July 1, 2020

1 through June 30, 2021 shall not exceed One Million Two Hundred Forty Three Thousand Ninety  
2 Seven and No/100 Dollars (\$1,243,097.00)

3 In no event shall the maximum contract amount for the services provided by the  
4 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess Two  
5 Million Four Hundred Sixty One Thousand Four Hundred Twenty Three and No/100 Dollars  
6 (\$2,461,423.00) during the total Two (2) year term of the Agreement.

7 B. It is understood that all expenses incidental to CONTRACTOR's performance of  
8 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to  
9 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
10 compensation.

11 C. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services  
12 provided during the preceding month, within forty-five (45) days after the date of receipt and approval  
13 by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made  
14 after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program  
15 costs, as identified in Exhibit B, in the performance of this Agreement and shall be documented to  
16 COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures.

17 CONTRACTOR shall submit to the COUNTY by the tenth (10th) of each month a  
18 detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL  
19 reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold  
20 payments until there is compliance, as further described in Section Five (5) herein.

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

24 E. All final invoices and/or any final budget modification requests shall be submitted  
25 by CONTRACTOR within sixty (60) days following the final month of service for which payment is  
26 claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day  
27 closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms  
28 and conditions of this Agreement shall automatically revert to COUNTY.

1 F. The services provided by CONTRACTOR under this Agreement are funded in  
2 whole or in part by the State of California. In the event that funding for these services is delayed by the  
3 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred  
4 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The  
5 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's  
6 delay of payment to COUNTY plus forty-five (45) days.

7 **5. INVOICING**

8 A. CONTRACTOR shall provide invoices as described below to COUNTY by the  
9 tenth (10<sup>th</sup>) day of each month for the prior month's expenditures, to DBHInvoices@co.fresno.ca.us.  
10 Invoices and reports shall be in such detail as acceptable to COUNTY's DBH, as described in Section  
11 Five (5) and Twelve (12) of this Agreement. Additionally, invoicing supporting documentation may be  
12 mailed to 3133 N. Millbrook, Fresno, CA 93703, Attention: Contracts Division. No reimbursement for  
13 services shall be made until the invoice and report is received, verified and approved by COUNTY's  
14 DBH.

15 B. At the discretion of COUNTY's DBH Director, or designee, if an invoice is  
16 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall  
17 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper  
18 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide  
19 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after  
20 the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,  
21 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the  
22 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices  
23 received ninety (90) days after the expiration of each term of this Agreement or termination of this  
24 Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have  
25 the right to deny payment of any additional invoices received.

26 C. CONTRACTOR shall provide a monthly activity report with each invoice, further  
27 described in Section Twelve (12). In addition, each monthly invoice will be in the format as identified in  
28 Exhibit B, showing each budget line item, expenses incurred, and the balance remaining for each

1 budget line item for all services and items as identified in Exhibit B.

2 D. CONTRACTOR shall submit monthly staffing reports that identify all direct  
3 service and support staff, applicable licensure/certifications, and full time hours worked to be used as  
4 a tracking tool to determine if CONTRACTOR's program is staffed according to the services provided  
5 under this Agreement.

6 E. CONTRACTOR must attend COUNTY DBH's Business Office training on  
7 equipment reporting for assets, intangible and sensitive minor assets.

8 **6. INDEPENDENT CONTRACTOR**

9 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
10 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
11 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as  
12 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,  
13 servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall  
14 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
15 perform its work and function. However, COUNTY shall retain the right to administer this Agreement  
16 so as to verify that CONTRACTOR is performing their obligations in accordance with the terms and  
17 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law  
18 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters,  
19 which are directly, or indirectly, the subject of this Agreement.

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

28 **7. MODIFICATION**

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

3 Notwithstanding the above, changes to line items in the budget, attached hereto as  
4 Exhibit B, that do exceed 10% of maximum compensation payable to the CONTRACTOR may be  
5 made with the written approval of COUNTY's DBH Director or designee and CONTRACTOR. Said  
6 budget line item changes shall not result in any change to the maximum compensation amount  
7 payable to CONTRACTOR, as stated herein.

8 In addition, changes to the scope of services and responsibilities of the CONTRACTOR  
9 may be made with the written approval of the COUNTY's DBH Director, or their designee. Said  
10 changes shall not result in any change to the maximum compensation amount payable to  
11 CONTRACTOR, as stated herein.

12 **8. NON-ASSIGNMENT**

13 No party shall assign, transfer or subcontract this Agreement nor their rights or duties  
14 under this Agreement without the prior written consent of COUNTY.

15 **9. HOLD-HARMLESS**

16 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
17 defend COUNTY, its officers, agents and employees from any and all costs and expenses including  
18 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
19 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
20 agents or employees under this Agreement, and from any and all costs and expenses, including  
21 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any  
22 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,  
23 of CONTRACTOR, their officers, agents or employees under this Agreement.

24 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California  
25 audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

26 **10. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any  
28 third parties, each CONTRACTOR, at its sole expense, shall maintain in full force and effect the

1 following insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance with limits of not less than Two Million  
4 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million  
5 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.  
6 COUNTY may require specific coverages including completed operations,  
7 product liability, contractual liability, Explosion-Collapse-Underground, fire legal  
8 liability or any other liability insurance deemed necessary because of the nature  
9 of the Agreement.

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits no less than One  
12 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.  
13 Coverage should include any automobile used in connection with this  
14 Agreement. If CONTRACTOR employees are not covered by CONTRACTOR  
15 automobile liability insurance policy, CONTRACTOR shall ensure that each  
16 employee as part of this Agreement procures and maintains their own private  
17 automobile coverage in force during the term of this Agreement, at the  
18 employee's sole cost and expense.

19 C. Professional Liability

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

27 D. Real and Property Insurance

28 CONTRACTOR shall maintain a policy of insurance for all risk personal property  
coverage which shall be endorsed naming the County of Fresno as an additional  
loss payee. The personal property coverage shall be in an amount that will cover  
the total of the COUNTY purchase and owned property, at a minimum, as  
discussed in Section Twenty One (21) of this Agreement.

All Risk Property Insurance

As applicable, CONTRACTOR will provide property coverage for the full  
replacement value of the COUNTY'S personal property in possession of  
CONTRACTOR and/or used in the execution of this Agreement. COUNTY will  
be identified on an appropriate certificate of insurance as the certificate holder  
and will be named as an Additional Loss Payee on the Property Insurance Policy.

E. Worker's Compensation



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

3 F. Child Abuse/Molestation and Social Services Coverage

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

11 G. Cyber Liability

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

23 H. Waiver of Subrogation

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability  
insurance naming the County of Fresno, its officers, agents, and employees, individually and  
collectively, as additional insured, but only insofar as the operations under this Agreement are  
concerned. Such coverage for additional insured shall apply as primary insurance and any other  
insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This

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

3           Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
4 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
5 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133  
6 N Millbrook Ave, Fresno, California, 93703, Attention: Contracts Division, stating that such insurance  
7 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and  
8 employees will not be responsible for any premiums on the policies; that such Commercial General  
9 Liability insurance names the County of Fresno, its officers, agents and employees, individually and  
10 collectively, as additional insured, but only insofar as the operations under this Agreement are  
11 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
12 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be  
13 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and  
14 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,  
15 written notice given to COUNTY.

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

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

22           **11. LICENSES/CERTIFICATES**

23           Throughout the term of this Agreement, CONTRACTOR and CONTRACTOR's staff  
24 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
25 necessary for the provision of the services hereunder and required by the laws and regulations of the  
26 United States of America, State of California, the County of Fresno, and any other applicable  
27 governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to  
28 obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective

1 of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's  
2 staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter  
3 changed.

4 **12. RECORDS**

5 CONTRACTOR shall maintain records in accordance with COUNTY's "Documentation  
6 Standards for Client Records," attached hereto as Exhibit K and incorporated herein by reference.  
7 During site visits, COUNTY shall be allowed to review records of services provided, including the goals  
8 and objectives of the treatment plan, and how the therapy provided is achieving the goals and  
9 objectives. All medical records shall be maintained for a minimum of ten (10) years from the date of the  
10 end of the Agreement.

11  
12 **13. REPORTS**

13 A. Activity Reports

14 CONTRACTOR shall submit to COUNTY's DBH by the 10<sup>th</sup> of each month all  
15 monthly activity and budget reports for the preceding month.

16 B. Additional Reports

17 In addition, CONTRACTOR shall also furnish to COUNTY such statements,  
18 records, reports, data, and other information as COUNTY may request pertaining to matters covered  
19 by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information  
20 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments  
21 until there is compliance. In addition, CONTRACTOR shall provide written notification and explanation  
22 to COUNTY within five (5) days of any funds received from another source to conduct the same  
23 services covered by this Agreement.

24 C. Quarterly Progress Reports

25 CONTRACTOR shall complete Quarterly Progress Reports in the form set forth  
26 in Exhibit D, attached hereto and by this reference incorporated herein and made part of this  
27 Agreement. Quarterly reports shall be submitted to COUNTY's DBH Contracts Division for review within  
28 thirty (30) days of the end of each quarter.

1           **14.    MONITORING**

2           CONTRACTOR agrees to extend to COUNTY’s staff, COUNTY’s DBH Director and the  
3 State Department of Health Care Services, or their designees, the right to review and monitor records,  
4 programs or procedures, at any time, in regard to clients, as well as the overall operation of  
5 CONTRACTOR’s programs, in order to ensure compliance with the terms and conditions of this  
6 Agreement.

7           **15.    REFERENCES TO LAWS AND RULES**

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

11           **16.    COMPLIANCE WITH STATE REQUIREMENTS**

12           CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
13 agreement with the State of California Department of Health Care Services, and that under said  
14 agreement the State imposes certain requirements on COUNTY and its subcontractors.

15           CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit E “State  
16 Mental Health Requirements”, attached hereto and by this reference incorporated herein.

17           CONTRACTOR shall also file an incident report for all incidents involving consumers, following the  
18 Protocol and using the Worksheet identified in Exhibit G, attached hereto and by this reference  
19 incorporated herein.

20           **17.    CONFIDENTIALITY**

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

24           **18.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

25           COUNTY and CONTRACTOR each consider and represent themselves as covered  
26 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
27 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by

28 law.           COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is

1 only for treatment, payment, and health care operations.

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

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

11 **19. DATA SECURITY**

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

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

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

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

26 B. CONTRACTOR-Owned Computers or Computer Peripherals

27 CONTRACTOR may not bring CONTRACTOR-owned computers or computer  
28 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information

1 Officer, and/or his or her designee(s), including but not limited to mobile storage devices. If data is  
2 approved to be transferred, data must be stored on a secure server approved by the COUNTY and  
3 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure  
4 connection. Said data must be encrypted.

5 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

28 **20. PROPERTY OF COUNTY**

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

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

- 6           1. Asset must have life span of over one year.
- 7           2. The asset is not a repair part
- 8           3. The asset must be valued at or greater than the capitalization thresholds for the asset

9 type

Asset type	Threshold
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
o equipment	
o vehicles	
• or intangible asset	\$100,000
o Internally generated software	
o Purchased software	
o Easements	
o Patents	
• and capital lease	\$5,000

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

23           B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but  
 24 more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are  
 25 sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and  
 26 other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR  
 27 maintains a tracking system on the items and are not required to be capitalized or depreciated. The  
 28 items are subject to annual inventory for compliance.

1           C.       Assets shall be retained by COUNTY, as COUNTY property, in the event this  
2 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate  
3 in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of  
4 this Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are  
5 returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all  
6 COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if  
7 unable to produce the assets at the expiration or termination of this Agreement.

8                       CONTRACTOR further agrees to the following:

- 9                       1.     To maintain all items of equipment in good working order and condition,  
10 normal wear and tear is expected;
- 11                       2.     To label all items of equipment with COUNTY assigned program number,  
12 to perform periodic inventories as required by COUNTY and to maintain an inventory list showing  
13 where and how the equipment is being used, in accordance with procedures developed by COUNTY.  
14 All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and
- 15                       3.     To report in writing to COUNTY immediately after discovery, the lost or  
16 theft of any items of equipment. For stolen items, the local law enforcement agency must be  
17 contacted and a copy of the police report submitted to COUNTY.

18           D.       The purchase of any equipment by CONTRACTOR with funds provided  
19 hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this  
20 Agreement as appropriate, and must be directly related to CONTRACTOR's services or activity under  
21 the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from  
22 equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been  
23 obtained from COUNTY.

24           E.       CONTRACTOR must obtain prior written approval from COUNTY's DBH  
25 whenever there is any modification or change in the use of any property acquired or improved, in  
26 whole or in part, using funds under this Agreement. If any real or personal property acquired or  
27 improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which  
28 does not qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal



1 to the current fair market value of the property, less any portion thereof attributable to expenditures of  
2 funds not provided under this Agreement. These requirements shall continue in effect for the life of  
3 the property. In the event this Agreement expires, or terminates, the requirements for this Section  
4 shall remain in effect for activities or property funded with said funds, unless action is taken by the  
5 State government to relieve COUNTY of these obligations

6 **21. NON-DISCRIMINATION**

7 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
8 discriminate against any employee or applicant for employment, or recipient of services, because of  
9 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status,  
10 age or sex, pursuant to all applicable State and Federal statutes and regulations.

11 **22. CULTURAL COMPETENCY**

12 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

13 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R  
14 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance  
15 from discriminating against persons based on race, color, national origin, sex, disability or religion.  
16 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access  
17 and participation in federally funded programs through the provision of comprehensive and quality  
18 bilingual services.

19 B. Policies and procedures for ensuring access and appropriate use of trained  
20 interpreters and material translation services for all LEP consumers, including, but not limited to,  
21 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and  
22 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must  
23 include ensuring compliance of any sub-contracted providers with these requirements.

24 C. CONTRACTOR shall not use minors as interpreters.

25 D. CONTRACTOR shall provide and pay for interpreting and translation services to  
26 persons participating in CONTRACTOR' services who have limited or no English language proficiency,  
27 including services to persons who are deaf or blind. Interpreter and translation services shall be  
28 provided as necessary to allow such participants meaningful access to the programs, services and

1 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of  
2 CONTRACTOR' "vital documents" (those documents that contain information that is critical for  
3 accessing CONTRACTOR' services or are required by law) shall be provided to participants at no cost  
4 to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or  
5 partners who interpret or translate for a program participant, or who directly communicate with a  
6 program participant in a language other than English, demonstrate proficiency in the participant's  
7 language and can effectively communicate any specialized terms and concepts peculiar to  
8 CONTRACTOR services.

9 E. In compliance with the State mandated Culturally and Linguistically Appropriate  
10 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to  
11 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR' plan to  
12 address all fifteen (15) national cultural competency standards as set forth in the "National Standards  
13 on Culturally and Linguistically Appropriate Services (CLAS)"  
14 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport/pdf>) and Exhibit L, "Cultural Competence  
15 Form", attached hereto and by this reference incorporated herein and made a part of this Agreement.  
16 COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure  
17 all national standards are implemented. As the national competency standards are updated,  
18 CONTRACTOR' plan must be updated accordingly.

19 F. CONTRACTOR shall be responsible for conducting an annual cultural  
20 competency self-assessment and provide the results of said self-assessment to the COUNTY'S DBH.  
21 The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY and  
22 revised as necessary to meet the approval of the COUNTY.

23 G. Cultural competency training for CONTRACTOR staff should be substantively  
24 integrated into health professions education and training at all levels, both academic and  
25 functional, including core curriculum, professional licensure, and continuing professional development  
26 programs. On an annual basis, CONTRACTOR's direct service providers shall complete eight (8)  
27 hours of cultural competency training. CONTRACTOR on a monthly basis shall provide COUNTY DBH  
28 a monthly monitoring tool/report that shows cultural competency trainings completed.

1 CONTRACTOR shall attend the COUNTY's Cultural Competency Committee monthly meetings,  
2 maintain its own cultural competence oversight committee, and develop a cultural competency plan to  
3 address and evaluate cultural competency issues.

4 **23. AMERICANS WITH DISABILITIES ACT**

5 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to  
6 this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act  
7 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. §794 (d)), and regulations  
8 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,  
9 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic  
10 and information technology (EIT) accessible to people with disabilities. California Government Code  
11 Section 11135 codifies section 508 of the Act requiring accessibility of electronic and information  
12 technology.

13 **24. CONFLICT OF INTEREST**

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

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

21 **25. CHARITABLE CHOICE**

22 CONTRACTOR may not discriminate in its program delivery against a client or potential  
23 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to  
24 actively participate in a religious practice. Any specifically religious activity or service made available  
25 to individuals by CONTRACTOR must be voluntary as well as separate in time and location from  
26 COUNTY-funded activities and services. CONTRACTOR shall inform COUNTY as to whether it is  
27 faith-based. If CONTRACTOR identifies as faith-based, it must submit to COUNTY's DBH a copy of  
28 its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in

1 its client admission forms. The policy must inform individuals that they may be referred to an  
2 alternative provider if they object to the religious nature of the program, and include a notice to  
3 COUNTY's DBH. Adherence to this policy will be monitored during annual site reviews and reviews of  
4 client files. If CONTRACTOR identifies as faith-based, by July 1st of each year CONTRACTOR will be  
5 required to report to COUNTY's DBH the number of individuals who requested referrals to alternate  
6 providers based on religious objection.

7 **26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

8 To the extent necessary to prevent disallowance of reimbursement under section  
9 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four  
10 (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available,  
11 upon written request to the Secretary of the United States Department of Health and Human Services,  
12 or upon request to the Comptroller General of the United States General Accounting Office, or any of  
13 their duly authorized representatives, a copy of this Agreement and such books, documents, and  
14 records as are necessary to certify the nature and extent of the costs of these services provided by  
15 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event  
16 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value  
17 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,  
18 with a related organization, such Agreement shall contain a clause to the effect that until the expiration  
19 of four (4) years after the furnishing of such services pursuant to such subcontract, the related  
20 organizations shall make available, upon written request to the Secretary of the United States  
21 Department of Health and Human Services, or upon request to the Comptroller General of the United  
22 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
23 subcontract and such books, documents, and records of such organization as are necessary to verify  
24 the nature and extent of such costs.

25 **27. SINGLE AUDIT CLAUSE**

26 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars  
27 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to  
28 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set

1 forth in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said  
2 audit and management letter to COUNTY. The audit must include a statement of findings or a  
3 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
4 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to  
5 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
6 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal  
7 year in which funds were expended and/or received for the program. Failure to perform the requisite  
8 audit functions as required by this Agreement may result in COUNTY performing the necessary audit  
9 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may  
10 result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs  
11 related to this Agreement are the sole responsibility of CONTRACTOR.

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

25 C. CONTRACTOR shall make available all records and accounts for  
26 inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United  
27 States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable  
28 times for a period of at least three (3) years following final payment under this Agreement or the

1 closure of all other pending matters, whichever is later.

2 **28. COMPLIANCE**

3 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and  
4 Ethics and the COUNTY's Compliance Program in accordance with Exhibit C, attached hereto and  
5 incorporated herein by reference. Within thirty (30) days of entering into this Agreement with the  
6 COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents and subcontractors  
7 providing services under this Agreement certify in writing, that he or she has received, read,  
8 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall  
9 ensure that within thirty (30) days of hire, all new employees, agents and subcontractors providing  
10 services under this Agreement shall certify in writing that he or she has received, read, understood,  
11 and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the  
12 promotion of and adherence to the Code of Conduct is an element in evaluating the performance of  
13 CONTRACTOR and its employees, agents and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all  
15 employees, agents and subcontractors providing services under this Agreement shall complete  
16 general compliance training and appropriate employees, agents and subcontractors shall complete  
17 documentation and billing or billing/reimbursement training. All new employees, agents and  
18 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is  
19 required to attend training shall certify in writing that he or she has received the required training. The  
20 certification shall specify the type of training received and the date received. The certification shall be  
21 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook Ave, Fresno, California 93703.  
22 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon  
23 COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this  
24 Agreement.

25 **29. ASSURANCES**

26 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,  
27 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it  
28 has not been convicted of a criminal offense related to the provision of health care items or services;

1 nor has it been reinstated to participation in the Federal Health Care Programs after a period of  
2 exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a  
3 contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR  
4 from responsibility for, or involvement with, COUNTY's business operations related to the Federal  
5 Health Care Programs and shall remove such CONTRACTOR from any position in which  
6 CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by  
7 CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs  
8 or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into  
9 participation in the Federal Health Care Programs.

10 A. If COUNTY has notice that CONTRACTOR has been charged with a criminal  
11 offense related to any Federal Health Care Program, or is proposed for exclusion during the term of  
12 any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy  
13 of any claims submitted to any Federal Health Care Program. At its discretion given such  
14 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of  
15 the charges or the proposed exclusion.

16 B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or  
17 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services  
18 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,  
19 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)  
20 they have been convicted of a criminal offense related to the provision of health care items or services;  
21 and or (3) they have been reinstated to participation in the Federal Health Care Programs after a  
22 period of exclusion, suspension, debarment, or ineligibility.

23 1. In the event the potential employee or subcontractor informs  
24 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been  
25 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR  
26 hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said  
27 employee or subcontractor does no work, either directly or indirectly relating to services provided to  
28 COUNTY.

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

7                   C.       CONTRACTOR shall verify (by asking the applicable employees and  
8 subcontractors) that all current employees and existing subcontractors who, in each case, are expected  
9 to perform professional services under this Agreement (1) are not currently excluded, suspended,  
10 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been  
11 convicted of a criminal offense related to the provision of health care items or services; and (3) have not  
12 been reinstated to participation in the Federal Health Care Program after a period of exclusion,  
13 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs  
14 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in  
15 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision  
16 of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,  
17 either direct or indirect, relating to services provided to COUNTY.

18                   1.       CONTRACTOR agrees to notify COUNTY immediately during the term of  
19 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each  
20 case, is providing professional services under this Agreement is excluded, suspended, debarred or  
21 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal  
22 offense relating to the provision of health care services.

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



1 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for  
2 information from COUNTY which may be necessary to complete any internal or external audits relating  
3 to CONTRACTOR's compliance with the provisions of this Section.

4 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty  
5 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR'S violation of  
6 CONTRACTOR'S obligations as described in this Section.

7 **30. PUBLICITY PROHIBITION**

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

16 **31. COMPLAINTS**

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

25 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored  
26 clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint,  
27 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective  
28

1 action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their  
2 rights as set forth in Exhibit F and Exhibit G.

3 **32. CHILD ABUSE REPORTING ACT**

4 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director,  
5 or his or her designee, to ensure that all of the CONTRACTOR's employees, consultants,  
6 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal  
7 Code, and performing services under this Agreement shall report all known or suspected child abuse or  
8 neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall  
9 include:

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

14 B. Establishing procedures to ensure reporting even when employees, consultants,  
15 subcontractors, or agents who are not required to report child abuse under Penal Code section  
16 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

17 **33. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

21 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
22 the following information must be disclosed by CONTRACTOR by completing Exhibit H, "Disclosure of  
23 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein  
24 and made part of this Agreement. CONTRACTOR shall submit this form to COUNTY's DBH within  
25 thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any  
26 changes to this information within thirty-five (35) days of occurrence by completing Exhibit G.  
27 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5) percent or  
28 greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this

1 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in  
2 the CONTRACTOR did not submit timely and accurate information and cooperate with any screening  
3 method required in CFR, Title 42, Section 455.416. Submissions shall be scanned portable document  
4 format (pdf) copies and are to be sent via email to [DBHAdministration@fresnocountyca.gov](mailto:DBHAdministration@fresnocountyca.gov), Attention:  
5 Contracts Administration. COUNTY may deny enrollment or terminate this Agreement where any  
6 person with a five (5) percent or greater direct or indirect ownership interest in CONTRACTOR has  
7 been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid,  
8 or Title XXI program in the last ten (10) years.

9 **34. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

10 CONTRACTOR is required to disclose if any of the following conditions apply to them,  
11 their owners, officers, corporate managers and partners (hereinafter collectively referred to as  
12 "CONTRACTOR"):

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

- 15 1. Fraud or a criminal offense in connection with obtaining, attempting to  
16 obtain, or performing a public (federal, state, or local) transaction or  
17 contract under a public transaction;
- 18 2. Violation of a federal or state antitrust statute;
- 19 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of  
20 records; or
- 21 4. False statements or receipt of stolen property.

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

24 Disclosure of the above information will not automatically eliminate CONTRACTOR  
25 from further business consideration. The information will be considered as part of the determination  
26 of whether to continue and/or renew the Contract and any additional information or explanation that  
27 a CONTRACTOR elects to submit with the disclosed information will be considered. If it is later  
28

1 determined that the CONTRACTOR failed to disclose required information, any contract awarded to  
2 such CONTRACTOR may be immediately voided and terminated for material failure to comply with  
3 the terms and conditions of the award.

4 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other  
5 Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit I, attached  
6 hereto and by this reference incorporated herein and made part of this Agreement. Additionally,  
7 CONTRACTOR must immediately advise the COUNTY in writing if, during the term of this  
8 Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for  
9 participation in federal or state funded programs or from receiving Federal funds as listed in the  
10 excluded parties' list system ([Error! Hyperlink reference not valid.](#)); or (2) any of the above listed  
11 conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and hold  
12 the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion,  
13 ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and  
14 Other Responsibility Matters.

15 **35. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

19 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
20 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
21 under this Agreement. A self-dealing transaction shall mean a transaction to which the  
22 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.  
23 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to  
24 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit J  
25 and incorporated herein by reference and made part of this Agreement, and submitting it to the  
26 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

27 **36. AUDITS AND INSPECTIONS**

28 The CONTRACTOR shall at any time during business hours, and as often as the

COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

**37. NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, Fresno County	Chief Executive Officer
Department of Behavioral Health	Kings View Behavioral Health
3133 N. Millbrook Ave.	7170 N. Financial Dr. Ste. 110
Fresno, CA 93703	Fresno, CA 93720

All notices between the COUNTY and CONTRACTOR(S) provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any

1 claims presentation requirements or procedures provided by law, including but not limited to the  
2 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

3 **38. SEVERABILITY**

4 If any non-material term, provision, covenant, or condition of this Agreement is held by a  
5 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall  
6 remain in full force and effect, and shall in no way be affected, impaired or invalidated.

7 **39. GOVERNING LAW**

8 The parties agree that for the purpose of venue, performance under this Agreement is in  
9 Fresno County, California.

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

12 **40. ENTIRE AGREEMENT**

13 This Agreement, including all Exhibits, COUNTY's Revised RFP No. 962-5377 and  
14 CONTRACTOR's Response and Letter of Clarification constitutes the entire agreement between  
15 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
16 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
17 understandings of any nature whatsoever unless expressly included in this Agreement.

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

3  
4 **CONTRACTOR**

**COUNTY OF FRESNO**

5 **Kings View Behavioral Health**

6  
7 By: Amanda Nugent Divine CEO

8 By: [Signature]  
9 Nathan Magsig, Chairman of the Board of  
10 Supervisors of the County of Fresno

11 Print Name: Amanda Nugent Divine

12 Title: Chief Executive Officer  
13 Chairperson of Board, or President  
14 Or any Vice President

15 **ATTEST:**  
16 Bernice E. Seidel  
17 Clerk of the Board of Supervisors  
18 County of Fresno, State of California

19 By: [Signature]

20 By: Susan Bishop

21 Print Name: Jim S. Rodriguez

22 Title: Chief Financial Officer  
23 Secretary of Corporation, or  
24 Any Assistant Secretary, or  
25 Chief Financial Officer, or  
26 Any Assistant Treasurer

27 Mailing Address:  
28 7170 N. Financial Dr. Ste. 101  
Fresno, CA 93720  
Phone No.: (559) 256-0100  
Contact: Leon Hoover

Fund/Subclass: 0001/10000  
Organization: 56304521  
Account/Program: 7295/0

**Mental Health Services Act Peer and Family Support  
Blue Sky and Wellness Center  
Scope of Work**

ORGANIZATION: Kings View Behavioral Health

ADDRESS: 7170 N. Financial Drive, Suite 110

PROJECT DIRECTOR: Virginia Sparks, LMFT  
Regional Mental Health Director  
(559) 909-4163

PHONE NUMBER: (559) 230-2501

**Project Description**

Peer and Family Support Program to provide wellness and recovery support services to consumers with mental illness and their family members and support system. The project, known as Blue Sky Wellness Center, will serve adult members.

**SCHEDULE OF SERVICES**

CONTRACTOR staff shall be available to provide services to consumers and family members between the hours of 8:00 AM and 5:00 PM Monday through Saturday at the Blue Sky Wellness and Recovery Center, located at 1617 E. Saginaw, Fresno, CA. Any change to location of services shall be pre-approved by DBH Director or designee. Any change in the Blue Sky hours of operation shall be communicated in writing to the DBH Director or designee for approval before implementation.

**TARGET POPULATION**

Fresno County residents 18 years and older, including the unserved and underserved cultural, ethnic, and linguistic communities. Clients will participate in peer support driven wellness and recovery activities through education, socialization, life skills building (including independent living), recreational activities, employment supports, and vocational services.

**PROGRAM DESCRIPTION**

Blue Sky is a wellness, recovery, and resiliency center that provides peer driven education, stigma reduction, social activities and opportunities, volunteer opportunities, and support activities to address mental illness and/or behavioral health challenges to achieve recovery and wellness.



The wellness and recovery-focused activities shall be provided through a wellness, recovery and resiliency model that leverages experiences and expert knowledge of clients and family members as well as interested members of the community for the purpose of developing a wellness recovery center team. The wellness recovery center team will address wellness and recovery needs of unserved and underserved cultural, ethnic, linguistic and racial communities which may include, but not be limited to, those identified in the California Reducing Disparities Project as well as other underserved populations within Fresno County and will be trained in basic behavioral health and physical health education.

#### *Volunteer Peer/Family Support*

The wellness and recovery program staff shall consist of clients and family members who will provide peer supportive services, including but not limited to:

- Group and individual supportive services in addition to teaching Wellness Recovery Action Plan and Crisis Plan Services
- Transportation
- Training in life skills including independent living skills, money management, meal planning, shopping and preparation, housekeeping, health, hygiene, etc.
- Provision of social, recreational and leisure education and opportunities
- Educational services including literacy and diploma completion
- Job readiness services
- Social benefits counseling
- Other services as identified by participants and family members

Specifically, identified Peer/Family Support staff shall include persons who are bilingual and bicultural in order to provide culturally and linguistically appropriate strength-based mental health supportive services that are client and family driven. All bilingual staff will be required to meet the language proficiency requirements set by County policy. Should a potential client require language assistance outside the proficiency of the staff, a certified interpreter will be required.

#### *Life Skills and Independent Living*

Wellness and recovery program staff shall provide age-appropriate curriculum for life skills and independent living including, but not limited to:

- Problem solving and skill development
- Education about mental illness and client's own role in wellness
- Physical health and personal hygiene
- Housekeeping, shopping, and meal preparation
- Personal budget and money management
- Transportation
- Housing – locating, financing, and maintaining safe, clean and affordable housing

- Social, interpersonal relationship and leisure-time skill training
- Activities of daily living in community-based settings
- Support services for the basic necessities of daily life

### *Educational Services*

Wellness and recovery program staff shall provide appropriate mental health awareness and educational services to individuals on-site. Wellness and recovery staff will provide appropriate educational services to individuals living with mental illness and to family members or other support persons.

Educational services for families and caregivers (client support) should be appropriately tailored to meet the mental health educational needs of the family/support persons of the client. Specifically, mental health education activities shall increase the knowledge of family members and support persons specifically with respect to:

- Learning about mental illness in general and information specific to their loved ones disorder;
- Developing strategies to assist in managing wellness and recovery;
- Reducing stressors and building protective factors within the family;
- Providing social support, a sense of connectedness to others with lived experiences, and encouragement/hope;
- Developing strategies to focus on the future;
- Finding innovative ways for families and supporters to help clients in their recovery

### *Vocational Services Business Model*

The vocational services business model can be used to help individuals with mental illnesses and/or other behavioral health issues, to build the skills and confidence needed to live a successful, independent life. The business model can be used to prepare individuals for a specific trade, or it can be used to develop relationships with community partners to provide on-the-job training skills. Such skills would be expected to span all aspects of a trade allowing individuals in Fresno County to gain employment, earn income, and work in an environment alongside others. Clients and family members of clients could be used to staff the business model with program staff.

Wellness and recovery staff shall use the Customer Driven Approach to Supported Employment model. Program staff will lean upon the SAMSHA Evidence-Based Practices Kit for Supported Employment for training frontline staff and building supported employment practices for our TAY and adult populations. This model will consist of having consumers participate in the “Consumer Volunteer Peer Training” provided by Kings View. The Coordinator of Vocational Services will aid consumers in determining what type of work they desire once the “Consumer Volunteer Peer Training” is completed. This may include an opportunity to work in the onsite “Mini Mart”

under appropriate supervision to gain employment skills. The Vocational Coordinator will assist the consumer in an earnest job search and act as a conduit for employment in collaboration with consumers. Collaborative relationships will be established with agencies and businesses that will provide vocational training for participants of blue sky wellness center including adults and TAY.

### *Employment Services*

Pre-employment and job exploration supportive services shall be provided to clients who are not quite ready for vocational training. Staff shall provide resource education regarding employment services within the community with referrals as appropriate. Additionally, Blue Sky administrators shall leverage as well as collaborate with the existing employment services in the community including, but not limited to the Fresno County Supportive Employment and Education Services (SEES) program.

Employment services will provide pre-employment skills, job readiness and job exploration support services to clients. Staff will provide resource education regarding employment services within the community for referrals as appropriate. Additionally, vocational services will help clients with job search and development skills, and also support clients once they are employed. Services may include:

- Assessment of needs including identifying consumer's skills, interests, and career goals, to help match the consumer to their job of choice
- Service planning, coordination and monitoring
- Linkages to community services and employment resources
- Advocacy and support
- Obtaining and maintaining financial benefits
- Education, support and consultation to families
- Assistance in conducting a job search
- Learning basic interpersonal skills required of employment

### *Family Support/Integration Plan*

Programming that is specific to family members and other support persons of individuals living with mental illness is an integral component to the wellness and recovery for client populations being served through MHSA. Family support services shall be appropriately tailored to the age group of the client populations being served. Staffing at Blue Sky shall include individuals with lived experience in mental illness as well as family members in order to build a partnership among clients, families, supporters and practitioners. Through appropriate relationship building, education, collaboration, and problem solving, an atmosphere of hope and cooperation will be created.

Family members will be invited to join peer-led educational and support groups which will allow them to find a deeper understanding of serious mental illness, develop problem solving and

crisis management skills, gain social and emotional support, and become a determined advocate. The Family Wellness and Recovery Action Plan (Family WRAP) will be utilized by Blue Sky staff so that family and support person can sustain stability for themselves and the consumer.

Blue Sky will provide a location for family members and support persons to meet for peer to peer support groups. Blue Sky staff will provide resources and information to family members and support persons as needed. Blue Sky will enlist family members, support persons, and family advocates to serve as an advisory group to aid in increasing program visibility, extend support and to seek advice from when developing new programming at Blue Sky. Blue Sky will continue to be a collaborative site for First Onset Consumer and Family Support project as well as the Horticultural Therapeutic Community Centers projects with its peer and culturally appropriate support component.

#### *Peer Advisory Council(s)*

Blue Sky Center requires a Peer Advisory Council to steer the process planning and implementation of prevention and early intervention activities from the client and family member perspective. The Peer Advisory Council requires representation from the TAY Advisory Council and will ensure active participation from adults, older adults, and family member populations. TAY will have an active role in guiding and having ownership of their TAY prevention and early intervention activities at Blue Sky. It will be required that a TAY client-driven advisory council will be developed and operated separately from the Peer Advisory Council noted above within thirty (30) days of contract execution.

The TAY Peer Advisory Council will meet weekly/monthly. Sign in sheet and meeting minutes shall be available to COUNTY upon request. This will give the TAY clients a voice in the decision-making process and operations at Blue Sky, such as the types of activities, groups, and rules of Blue Sky

#### **Program Staffing**

The staffing plan for both Blue Sky Wellness Center should be clear and concise and allow for full implementation of all program components. Program components of Blue Sky require the consultation or staffing of a Licensed Mental Health Clinician to provide oversight to the program. Any changes in staffing volume must be requested in writing and approved by DBH Director or designee before implementation.

Position titles do not fully define lived experienced as peer or family; a "peer position" is reflective of lived experience. It is expected that services shall be provided by peer support specialists and volunteers. All volunteers will participate in a volunteer training program prior to volunteer service commencing. Staffing patterns should allow for staff specialization in services to the different age groups and families to be served.

### **Expected Outcomes**

Performance Measurements/Outcomes Reports shall be completed and submitted to the designated DBH staff member as requested and shall be approved by DBH. The performance measurement/ outcome process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, and other methods of obtaining needed information. Monthly outcomes to be tracked for annual report include but are not limited to:

- Effectiveness of program
- Efficiency
- Access and timeliness
- Clients/persons served Satisfaction

### *Blue Sky Wellness and Recovery Center*

- Consumers seeking to participate at Blue Sky will complete the intake and assessment process and begin orientation within one (1) operating day.
- Cost per individual receiving services at Blue Sky will be monitored.
- Blue Sky will serve 100 consumers per day.
- 50% of active consumers will be engaged in volunteering for pre-employment readiness.
- 50% improvement in client involvement/participation in support group activities
- A minimum of 300 completed satisfaction surveys per quarter will be collected with 350 surveys being distributed
- A minimum of 20 support groups and activities will be provided per week

### **PROGRAM GOALS**

#### Adults

- Eighty percent (80%) of the identified 100 daily adult consumers/members at Blue Sky will engage in their own wellness and recovery by attending at least three support or activity groups per week as documented on sign-in sheets.
- Seventy-five percent (75%) of the adult members at Blue Sky will complete the 6 week volunteer certification process and develop job readiness skills as demonstrated by sign-in sheets and relevant supporting documents.

### **COUNTY RESPONSIBILITIES**

1. DBH MHSA Coordinator or designee shall assist the contractor in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

2. DBH MHSA Coordinator or designee shall participate in evaluating the progress of the overall program and the efficiency and will be available to the contractor for ongoing consultation.
3. DBH MHSA Coordinator or designee will gather outcome information from target consumer groups and CONTRACTOR throughout the term of contract. DBH MHSA Coordinator or designee will notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining required information.
4. The County Department of Behavioral Health (DBH), Mental Health Services Act Coordinator or designee will provide oversight of "Blue Sky" services funded through MHSA Prevention and Early Intervention (PEI) funding and collaborate with contactor(s) and other County Departments and community agencies to help achieve State program goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but is not limited to, coordination with the State Department of Mental Health in regard to program administration and outcomes.

#### **CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR will maintain facilities and equipment, and operate continuously with the number and classification of staff required for the provision of services.
2. CONTRACTOR must have a location that is accessible by public transportation and approved by COUNTY.
3. CONTRACTOR will be required to comply with all State regulations regarding State Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required by the County and applicable funding sources.
4. CONTRACTOR will participate in performance outcomes throughout the term of the contract. DBH MHSA Coordinator or designee will notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining needed information, as outlined in the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan.
5. CONTRACTOR's staff will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. CONTRACTOR will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the CONTRACTOR's will comply with all applicable Federal, State and local laws, rules, regulations and

orders in its operations including compliance with all applicable safety and health requirements as to the CONTRACTOR's employees.

6. CONTRACTOR shall log all complaints and the disposition of all complaints from a consumer or a consumer's family. CONTRACTOR shall provide a summary of the complaint log entries concerning County-sponsored consumers to County at monthly intervals, by the tenth (10th) fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the County, informing consumers of their right to file a grievance and appeal. CONTRACTOR will abide by the Fresno County Mental Health Plan (MHP) grievance process (Exhibit F) and notify County of all incidents reportable to state licensing bodies that affect County consumers within twenty-four (24) hours of receipt of a complaint. CONTRACTOR shall use existing County Department Incident Report form (Exhibit G) and submit to County a copy of the Incident Report within 24 hours. Within fifteen (15) days after each incident or complaint affecting County-sponsored consumers, CONTRACTOR shall provide County with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint or incident.
7. CONTRACTOR shall provide a monthly staff work schedule to DBH MHSA Coordinator or designee.
8. CONTRACTOR shall maintain a service log in collaboration with DBH staff that reports type of activity/services attended, number of one-to-one peer support contacts, and number of crisis contacts per month by consumer. This information will be provided to the DBH Director or designee in a monthly report submitted with the monthly invoice or as requested by DBH.
9. CONTRACTOR shall provide work schedules, cultural competency training, and demographic ethnic information as required by the COUNTY.
10. CONTRACTOR shall arrange activities for consumers and provide supplies for such activities. A schedule of activities and the number of participants will be included in the monthly reports and submitted to the COUNTY.
11. CONTRACTOR shall attend a provider meeting hosted by DBH monthly or at intervals determined by DBH.

**Blue Sky Wellness Center Budget**  
**Kings View Corporation**  
**FISCAL YEAR 2019 - 2020**

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget			
		Blue Sky FTE %	BLUE SKY Admin	BLUE SKY	Total
<b>PERSONNEL SALARIES:</b>					
0001	Executive Director/Regional Director	0.03	10,037	10,037	\$20,074
0002	Clinical Supervisor	0.01		3,510	\$3,510
0003	Recovery Services Administrator	0.75		54,821	\$54,821
0004	TAY/Youth Empowerment				\$0
0005	Recovery Coordinator-Activities	1.00		48,672	\$48,672
0006	Recovery Coordinator-Volunteer	1.00		48,672	\$48,672
0007	Recovery Coordinator-Training	1.00		60,829	\$60,829
0008					
0009	Recovery Coordinator-Vocational	1.00		48,672	\$48,672
0010	TAY/YEC Lead Partners				
0011	Parent Partners (TAY/YEC)				
0012	Peer Support Specialists (Blue Sky)	4.85		99,544	\$99,544
0013	Administrative Specialist II	0.75	32,851		\$32,851
<b>SALARY TOTAL</b>		<b>10.39</b>	<b>\$417,645</b>		<b>\$417,645</b>
<b>PAYROLL TAXES:</b>					
0031	FICA/MEDICARE		2,977	30,119	\$33,096
0032	SUI		453	4,582	\$5,035
0033	Workers Compensation		768	7,768	\$8,536
<b>PAYROLL TAX TOTAL</b>			<b>\$46,667</b>		<b>\$46,667</b>
<b>EMPLOYEE BENEFITS:</b>					
0041	Retirement		378	3,818	\$4,196
0042	Health Insurance (medical, vision, life, dental)		5,751	58,181	\$63,932
<b>EMPLOYEE BENEFITS TOTAL</b>			<b>\$68,128</b>		<b>\$68,128</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>			<b>\$532,440</b>		<b>\$532,440</b>



FACILITIES/EQUIPMENT EXPENSES:		BLUE SKY	Total
1010	Rent/Lease Building	214,492	\$214,492
1030	Rent/Lease Equipment	2,184	\$2,184
1050	Utilities	51,000	\$51,000
1051	Janitorial/Building & Grounds Maintenance	33,200	\$33,200
FACILITY/EQUIPMENT TOTAL		\$300,876	\$300,876

OPERATING EXPENSES:

1060	Telephone	14,800	\$14,800
1062	Postage	80	\$80
1063	Printing & Reproduction	4,600	\$4,600
1066	Office Supplies & Equipment	8,800	\$8,800
1067	Household Supplies	16,000	\$16,000
1068	Food	17,837	\$17,837
1069	Program Supplies - Support Groups	7,000	\$7,000
1069.1	Program Supplies - Activities	9,600	\$9,600
1069.2	Program Supplies - Vocational	1,250	\$1,250
1069.3	Program Supplies - TAY/YEC		\$0
1072	Staff Mileage/vehicle maintenance	4,000	\$4,000
1074	Staff Training/Registration	8,000	\$8,000
1076	Other - Vehicle Leasing	8,532	\$8,532
1077	Other - Miscellaneous	1,000	\$1,000
1078	Staff Recruitment	2,000	\$2,000
1079	Communication: cell phone, data lines	8,000	\$8,000
OPERATING EXPENSES TOTAL		\$111,499	\$111,499

		<b>BLUE SKY</b>	<b>Total</b>
<b>FINANCIAL SERVICES EXPENSES:</b>			
1082	Liability Insurance	10,900	\$10,900
1083	Other - Professional Liability	8,500	\$8,500
1084	Other - Administrative Overhead	83,881	\$83,881
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$103,281</b>	<b>\$103,281</b>

**SPECIAL EXPENSES (Consultant/Etc.):**

1090	Consultant - Network & Data Management	45,525	\$45,525
1091	Translation Services	500	\$500
1092	Security Service	96,000	\$96,000
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$142,025</b>	<b>\$142,025</b>

**NON MEDI-CAL CLIENT SUPPORT EXPENSES:**

1192.4-.6	Transportation Assistance	6,700	\$6,700
1192.7	Client Vouchers	9,000	\$9,000
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$15,700</b>	<b>\$15,700</b>

**FIXED ASSETS:**

2000	Computers & Software	9,505	\$9,505
2001	Furniture & Fixtures	2,000	\$2,000
2002	Equipment	1,000	\$1,000
<b>FIXED ASSETS TOTAL</b>		<b>\$12,505</b>	<b>\$12,505</b>

**TOTAL PROGRAM EXPENSES**

<b>\$1,218,326</b>	<b>\$1,218,326</b>
<b>100.00%</b>	

**MHSA FUNDS:**

5100	MHSA PEI Funds	1,218,326	\$1,218,326
<b>TOTAL PROGRAM REVENUE</b>		<b>\$1,218,326</b>	<b>\$1,218,326</b>

**Blue Sky Wellness Center Budget**  
**Kings View Corporation**  
**FISCAL YEAR 2020 - 2021**

Budget Categories -		Total Proposed Budget			
		Blue Sky FTE %	BLUE SKY Admin	BLUE SKY	Total
Line Item Description (Must be itemized)					
<b>PERSONNEL SALARIES:</b>					
0001	Executive Director/Regional Director	0.03	10,439	10,439	\$20,878
0002	Clinical Supervisor	0.01		3,650	\$3,650
0003	Recovery Services Administrator	0.75		57,010	\$57,010
0004	TAY/Youth Empowerment				\$0
0005	Recovery Coordinator-Activities	1.00		50,619	\$50,619
0006	Recovery Coordinator-Volunteer	1.00		50,619	\$50,619
0007	Recovery Coordinator-Training	1.00		63,252	\$63,252
0008					
0009	Recovery Coordinator-Vocational	1.00		50,619	\$50,619
0010	TAY/YEC Lead Partners				
0011	Parent Partners (TAY/YEC)				
0012	Peer Support Specialists (Blue Sky)	4.85		101,961	\$101,961
0013	Administrative Specialist II	0.75	34,170		\$34,170
<b>SALARY TOTAL</b>		<b>10.39</b>		<b>\$432,778</b>	<b>\$432,778</b>
<b>PAYROLL TAXES:</b>					
0031	FICA/MEDICARE		3,109	31,445	\$34,554
0032	SUI		473	4,790	\$5,263
0033	Workers Compensation		802	8,114	\$8,916
<b>PAYROLL TAX TOTAL</b>				<b>\$48,733</b>	<b>\$48,733</b>
<b>EMPLOYEE BENEFITS:</b>					
0041	Retirement		395	3,991	\$4,386
0042	Health Insurance (medical, vision, life, dental)		6,009	60,782	\$66,791
<b>EMPLOYEE BENEFITS TOTAL</b>				<b>\$71,177</b>	<b>\$71,177</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$552,688</b>	<b>\$552,688</b>

FACILITIES/EQUIPMENT EXPENSES:		BLUE SKY	Total
1010	Rent/Lease Building	217,698	\$217,698
1030	Rent/Lease Equipment	2,000	\$2,000
1050	Utilities	50,000	\$50,000
1051	Janitorial/Building & Grounds Maintenance	34,116	\$34,116
FACILITY/EQUIPMENT TOTAL		\$303,814	\$303,814

OPERATING EXPENSES:			
1060	Telephone	15,200	\$15,200
1062	Postage	75	\$75
1063	Printing & Reproduction	4,600	\$4,600
1066	Office Supplies & Equipment	9,000	\$9,000
1067	Household Supplies	16,000	\$16,000
1068	Food	17,900	\$17,900
1069	Program Supplies - Support Groups	7,200	\$7,200
1069.1	Program Supplies - Activities	8,000	\$8,000
1069.2	Program Supplies - Vocational	2,500	\$2,500
1069.3	Program Supplies - TAY/YEC		\$0
1072	Staff Mileage/vehicle maintenance	4,250	\$4,250
1074	Staff Training/Registration	7,500	\$7,500
1076	Other - Vehicle Leasing	5,000	\$5,000
1077	Other - Miscellaneous	800	\$800
1078	Staff Recruitment	2,000	\$2,000
1079	Communication: cell phone, data lines	8,000	\$8,000
OPERATING EXPENSES TOTAL		\$108,025	\$108,025

		<b>BLUE SKY</b>	<b>Total</b>
<b>FINANCIAL SERVICES EXPENSES:</b>			
1082	Liability Insurance	11,214	\$11,214
1083	Other - Professional Liability	8,650	\$8,650
1084	Other - Administrative Overhead	88,209	\$88,209
<b>FINANCIAL SERVICES TOTAL</b>		<b>\$108,073</b>	<b>\$108,073</b>

<b>SPECIAL EXPENSES (Consultant/Etc.):</b>			
1090	Consultant - Network & Data Management	48,137	\$48,137
1091	Translation Services	500	\$500
1092	Security Service	98,880	\$98,880
<b>SPECIAL EXPENSES TOTAL</b>		<b>\$147,517</b>	<b>\$147,517</b>

<b>NON MEDI-CAL CLIENT SUPPORT EXPENSES:</b>			
1192.4-.6	Transportation Assistance	6,980	\$6,980
1192.7	Client Vouchers	10,000	\$10,000
<b>NON MEDI-CAL CLIENT SUPPORT TOTAL</b>		<b>\$16,980</b>	<b>\$16,980</b>

<b>FIXED ASSETS:</b>			
2000	Computers & Software	1,500	\$1,500
2001	Furniture & Fixtures	3,000	\$3,000
2002	Equipment	1,500	\$1,500
<b>FIXED ASSETS TOTAL</b>		<b>\$6,000</b>	<b>\$6,000</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$1,243,097</b>	<b>\$1,243,097</b>
		<b>100.00%</b>	

<b>MHSA FUNDS:</b>			
5100	MHSA PEI Funds	1,243,097	\$1,243,097
<b>TOTAL PROGRAM REVENUE</b>		<b>\$1,243,097</b>	<b>\$1,243,097</b>

**FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM**  
*CONTRACTOR CODE OF CONDUCT AND ETHICS*

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

**Contractor and its employees and subcontractor shall:**

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.

8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.

**Fresno County Mental Health Compliance Program**

**Contractor Acknowledgment and Agreement**

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

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**For Individual Providers**

Name (print): \_\_\_\_\_

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

**Signature :** \_\_\_\_\_ **Date :** \_\_\_/\_\_\_/\_\_\_

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**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



## **PROGRAM OUTCOMES**

### Quarterly Progress Report

The following items listed below represent program goals to be achieved by contractor in addition to contractor-developed outcomes. The selected contractor will utilize a tracking system with which outcome measures and other relevant client data, such as demographics, will be maintained.

Performance Measurements/Outcomes Reports shall be completed and submitted to the designated DBH staff member as requested. The performance measurement/ outcome process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, and other methods of obtaining needed information. Monthly outcomes to be tracked for annual report include but are not limited to:

1. Effectiveness of program
2. Efficiency
3. Access and timeliness
4. Clients/persons served satisfaction

### **Reporting Documents:**

Annual, Quarterly, and monthly reports requested by the County, and utilized by the Contractor to measure program goals/success are to be developed by the Contractor and approved by the Department of Behavioral Health (DBH) Director and/or designee.

Additional program outcomes developed by Contractor will be established and approved by DBH prior to commencement of program operation. Some additional outcomes Contractor may develop and seek approval are:

### *Blue Sky Wellness and Recovery Center*

- Consumers seeking to participate at Blue Sky will complete the intake and assessment process and begin orientation within one (1) operating day.
- Cost per individual receiving services at Blue Sky will be monitored.
- Blue Sky will serve 100 consumers per day.
- 50% of active consumers will be engaged in volunteering for pre-employment readiness.
- 50% improvement in client involvement/participation in support group activities
- A minimum of 300 completed satisfaction surveys per quarter will be collected with 350 surveys being distributed
- A minimum of 20 support groups and activities will be provided per week
- Eighty percent (80%) of the identified 100 daily adult consumers/members at Blue Sky will engage in their own wellness and recovery by attending at least three support or activity groups per week as documented on sign-in sheets.

- Seventy-five percent (75%) of the adult members at Blue Sky will complete the 6 week volunteer certification process and develop job readiness skills as demonstrated by sign-in sheets and relevant supporting documents.

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

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

#### B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer,

rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

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

## Fresno County Mental Health Plan

### **Grievances**

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

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

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

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

Please note that all fee-for-service providers and contract agencies are required to give their clients 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 Mental Health Plan  
P.O. Box 45003  
Fresno, CA 93718-9886  
(800) 654-3937 (for more information)  
(559) 488-3055 (TTY)

### **Provider Problem Resolution and Appeals Process**

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern. The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

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

## FRESNO COUNTY MENTAL HEALTH PLAN

### GRIEVANCES AND INCIDENT REPORTING

#### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

#### Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:  
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) \_\_\_\_\_ Where did this happen? \_\_\_\_\_

Name/DMH # \_\_\_\_\_

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) \_\_\_\_\_

List key people involved. (witnesses, visitors, physicians, employees)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: Nonexistent  inconsequential  consequential  death  not applicable  unknown

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) \_\_\_\_\_

Completed by (signature) \_\_\_\_\_ Date completed \_\_\_\_\_

Reviewed by Supervisor (print name) \_\_\_\_\_

Supervisor 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)	Telephone number (       )		

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

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 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) .....                                   | <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 under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

**YES NO**

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

**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)

## **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).

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

## **Documentation Standards For Client Records**

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

### A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

- Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
- Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
- Documentation will describe client's strengths in achieving client plan goals.
- Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
- Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
- Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
- A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
- For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
- Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- A relevant mental status examination will be documented.
- A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

- An assessment will be completed at intake and updated as needed to document changes in the client's condition.
- Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

## B. Client Plans

### 1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
  - the person providing the service(s), or
  - a person representing a team or program providing services, or
  - a person representing the MHP providing services
  - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
    - a physician
    - a licensed/ “waivered” psychologist
    - a licensed/ “associate” social worker
    - a licensed/ registered/marriage and family therapist or
    - a registered nurse
- In addition,
  - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client’s participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client’s participation and agreement in the body of the plan, client signature on the plan, or a description of the client’s participation and agreement in progress notes.
  - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
  - when the client’s signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
  - The CONTRACTOR(S) will give a copy of the client plan to the client on request.

### 2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

## C. Progress Notes

### 1. Items that must be contained in the client record related to the client’s progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions



- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

Appendix L

## CULTURAL COMPETENCE FORM

Agency Name: \_\_\_\_\_

Program Category: \_\_\_\_\_

Identify the Agency's ability to apply language, gender, and culturally **specific** competencies to the **RFP services** provided by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender, and/or Cultural Competence	Have staff		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan. Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
LGBT Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			