

SERVICE AGREEMENT

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2 This Service Agreement ("Agreement") is dated June 20, 2023 and is between
3 Fresno County Superintendent of Schools, a Political Subdivision of the State of California
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County"), hereinafter referred to with Contractor as "Parties."

Recitals

6
7 A. In 2011, the Fresno County Department of Behavioral Health (County's DBH) and the
8 Fresno County Superintendent of Schools (FCSS) began a partnership using a school-wide
9 Positive Behavioral Intervention Supports (PBIS) framework for early identification and
10 prevention of behavioral and/or emotional problems of children and youth. PBIS is an evidence-
11 based approach for addressing student needs on campus using a tiered system of supports
12 model. FCSS trained and supported schools in all 32 Fresno County school districts over a
13 seven-year period. During this partnership, it became evident that existing mental health
14 services were not being accessed due to geographic, cultural, and economic barriers. County's
15 DBH, through its Mental Health Services Act (MHSA) community planning process, received
16 public comments and feedback of the need to expand access to mental health services. In
17 2016, DBH and FCSS, sharing the same interest, agreed to further expand and enhance their
18 partnership to address these needs of the community, forming the All 4 Youth Program. All 4
19 Youth was founded on the Multi-Tiered System of Supports (MTSS) model that includes
20 outreach and engagement activities, prevention and early intervention services (PEI), and
21 clinical treatment services to integrate mental health services with school resources and reduce
22 barriers to access at school, home, and in the community.

23 B. On May 3, 2011 the County of Fresno entered into a Master Agreement with FCSS,
24 formerly Fresno County Office of Education, to provide MHSA PEI programs at school sites and
25 on February 26, 2013, the MHSA FY 2012-13 Annual Plan Update was approved which
26 included funding for the expansion of PEI programs. On June 2, 2015 the County of Fresno
27 increased the funds available to FCSS for these services in a new agreement. On May 21, 2013
28 the County entered into an agreement with various school districts to provide mental health

1 treatment services. On June 5, 2018, the County executed an agreement with FCSS to combine
2 the PEI and mental health treatment services and increase funding with the goal to have mental
3 health services accessible in all Fresno County K-12 school sites, homes, and associated
4 communities.

5 C. In partnership with FCSS, this Agreement renews and supersedes the June 5, 2018
6 agreement (County Agreement No. 18-308) and provides for specialty mental treatment
7 services and PEI services (together, "services") to 0–22 year-olds on all County K-12 school
8 campuses, homes, and associated communities. This partnership will increase accessibility to
9 services throughout Fresno County with the intention of allowing access to services to all youth
10 within the private and public K-12 school system.

11 D. County entered into County Agreement No.18-308 with Contractor on June 5, 2018, and
12 the Parties wish to continue the partnership forged through that Agreement,

13 E. Changes to County Agreement No. 18-308 are necessary due to the California
14 Department of Health Care Services' (DHCS) implementation of California Advancing and
15 Innovating Medi-Cal (CalAIM), which includes a new billing structure that Contractors must
16 utilize;

17 F. This Agreement shall replace, restate, and supersede County Agreement No. 18-308 in
18 its entirety. Beginning, July 1, 2023, any references to County Agreement No. 18-308 in County
19 Agreement Nos. 21-111 and 21-377 shall convert to this Agreement to the extent that those
20 references are relevant on or after July 1, 2023. Any references that are relevant to June 30,
21 2023, or earlier shall remain the same.

22 The Parties therefore agree as follows:

23 **Article 1**

24 **Contractor's Services**

25 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
26 Exhibit A-1 and A-2 to this Agreement, titled "Scope of Work."
27
28

1 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
2 able to perform all of the services provided for in this Agreement as a continuation of what is
3 already in place pursuant to County Agreement 18-308.

4 1.3 **Compliance with Laws.** The Contractor shall comply with all applicable federal,
5 state, and local laws and regulations in the performance of its obligations under this Agreement,
6 including but not limited to workers compensation, labor, and confidentiality laws and
7 regulations.

8 Contractor shall provide services in conformance with all relevant State and Federal
9 statutes, regulations and subregulatory guidance, as from time to time amended, including but
10 not limited to, the following if they are applicable to Contractor:

11 (A) California Code of Regulations (C.C.R.), Title 9;

12 (B) C.C.R., Title 22;

13 (C) California Welfare and Institutions Code, Division 5;

14 (D) United States Code of Federal Regulations (“C.F.R.”), Title 42, including but not
15 limited to Parts 438 and 455;

16 (E) United States C.F.R, Title 45;

17 (F) United States Code (U.S.C.), Title 42 (The Public Health and Welfare), as
18 applicable;

19 (G) United States’ Balanced Budget Act of 1997;

20 (H) Health Insurance Portability and Accountability Act (HIPAA); and California
21 Medical Information Act (“CMIA”); and

22 (I) Applicable Medi-Cal laws and regulations, including relevant sub-regulatory
23 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
24 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
25 County’s, state or federal contracts governing services for persons served.

26 In the event that any law, regulation, or guidance referred to in this section 1.3 is
27 amended during the term of this Agreement, and the amendment is relevant and applicable to
28 the Parties and the work provided for in this Agreement, the Parties agree to comply with the

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

3 Contractor recognizes that County operates its mental health programs under an
4 agreement with DHCS, and that under said agreement the State imposes certain requirements
5 on County and its subcontractors. Contractor shall adhere to all State requirements, including
6 those identified in Exhibit B, "Behavioral Health Requirements".

7 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
8 consisting of staff from County's DBH to discuss service requirements, data reporting, training,
9 policies and procedures, overall program operations and any problems or foreseeable problems
10 that may arise. Contractor shall also participate in other County meetings, such as but not
11 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,
12 bi-monthly contractor meetings, etc. Schedules for these meetings may change based on the
13 needs of the County and may affect Contractor's ability to participate if changes are not made
14 with sufficient advance notice.

15 1.5 **Organizational Provider.** Contractor shall maintain requirements as a Mental Health
16 Plan ("MHP") organizational provider throughout the term of this Agreement, as described in
17 Article 17 of this Agreement. If for any reason, this status is not maintained, County may
18 terminate this Agreement pursuant to Article 7 of this Agreement.

19 1.6 **Staffing.** Contractor agrees that prior to providing services under the terms and
20 conditions of this Agreement, Contractor shall have staff hired and in place for program services
21 and operations or County may, in addition to other remedies it may have, suspend referrals or
22 terminate this Agreement, in accordance with Article 7 of this Agreement.

23 1.7 **Credentialing and Recredentialing.** Contractor and their respective staff under this
24 Agreement must follow the uniform process for credentialing and recredentialing of service
25 providers established by County, including disciplinary actions such as reducing, suspending, or
26 terminating provider's privileges. Failure to comply with specified requirements can result in
27 suspension or termination of an individual or provider.

1 Upon request, the Contractor must demonstrate to the County that each of its providers
2 are qualified in accordance with current legal, professional, and technical standards, and that
3 they are appropriately licensed, registered, waived, and/or certified for the position in which
4 each provider is employed.

5 Contractor must not employ individuals or subcontract with providers to provide services
6 under this Agreement who are debarred, suspended or otherwise excluded (individually, and
7 collectively referred to as “Excluded”) from participation in Federal Health Care Programs,
8 including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 C.F.R. section
9 438.610. See Article 12 below.

10 Contractor is required to verify and document at a minimum every three years that each
11 network provider that delivers covered services continues to possess valid credentials, including
12 verification of each of the credentialing requirements as per the County’s uniform process for
13 credentialing and recredentialing. If any of the requirements are not up-to-date, updated
14 information should be obtained from network providers to complete the re-credentialing process.

15 **1.8 Criminal Background Check.** Contractor shall ensure that all providers and/or
16 subcontracted providers consent to a criminal background check, including fingerprinting to the
17 extent required under State law and Title 42 C.F.R. section 455.434(a). Contractor shall provide
18 evidence of completed consents when requested by the County, DHCS or the United State’s
19 Department of Health & Human Services (US DHHS).

20 **1.9 Guiding Principles.** Contractor shall align programs, services, and practices with
21 the vision, mission, and guiding principles of the County’s DBH, as further described in Exhibit
22 C, “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery”.

23 **1.10 Clinical Leadership.** Contractor has previously provided County with a detailed plan
24 ensuring clinically appropriate leadership and supervision of its clinical program, under County
25 Agreement No. 18-308. The previously provided plan addresses the required topics of (a)
26 recruitment and retention clinical leadership with the clinical competencies to oversee services
27 based on the level of care and program design presented herein, (b) a description of monitoring
28 of this plan.

1 1.11 **Timely Access.** It is the expectation of the County that Contractor will provide timely
2 access to services that meet the State of California standards for care. Contractor shall track
3 timeliness of services to persons served and provide a monthly report showing the monitoring or
4 tracking tool that captures this data. County and Contractor shall meet to go over this monitoring
5 tool, as needed but at least on a monthly basis. County shall take corrective action if there is a
6 failure to comply by Contractor with timely access standards. Contractor shall also provide
7 tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction
8 as further detailed in Exhibit A-1 and Exhibit A-2.

9 1.12 **Electronic Health Record (“EHR”).** Contractor currently maintains and may
10 continue to maintain its records in County’s EHR system in accordance with Exhibit D,
11 “Documentation Standards for Persons Served Records”, free of charge, as indicated on Exhibit
12 A-1, as licenses become available. The person served record shall begin with registration and
13 intake, and include person served authorizations, assessments, plans of care, problem list, and
14 progress notes, as well as other documents as approved by County. County shall be allowed to
15 review records of all and any services provided. If at any time Contractor chooses not to
16 maintain its records in the County’s EHR, it shall provide County’s DBH Director, or designee,
17 with at least thirty (30) days advance written notice and Contractor will be responsible for
18 obtaining its own system, at its own cost, for EHR management.

19 Disclaimer

20 County makes no warranty or representation that information entered into the County’s
21 DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor’s own
22 purposes or that any information in Contractor’s possession or control, or transmitted or
23 received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure,
24 or breach. Contractor is solely responsible for person served information entered by Contractor
25 into the County’s DBH EHR system. Contractor agrees that all information maintained by
26 Contractor in County’s DBH EHR system will be maintained in conformance with all HIPAA
27 laws.

1 1.13 **Records.** Contractor shall maintain records in accordance with Exhibit D. All persons
2 served records shall be maintained for a minimum of 10 years from the date of the end of this
3 Agreement.

4 1.14 **Access to Records.** To the extent allowed by law, Contractor shall provide County
5 with access to all documentation of services provided under this Agreement for County's use in
6 administering this Agreement. To the extent allowed by law, Contractor shall allow County,
7 CMS, the Office of the Inspector General, the Controller General of the United States, and any
8 other authorized Federal and State agencies to evaluate performance under this Agreement,
9 and to inspect, evaluate, and audit any and all records, documents, and the premises,
10 equipment and facilities maintained by the Contractor pertaining to such services at any time
11 and as otherwise required under this Agreement.

12 1.15 **Quality Improvement Activities and Participation.** Contractor shall comply with
13 the County's ongoing comprehensive Quality Assessment and Performance Improvement
14 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established
15 outcomes by following structural and operational processes and activities that are consistent
16 with current practice standards.

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

26 1.16 **Rights of Persons Served.** The Parties to this contract shall comply with applicable
27 laws and regulations relating to patients' rights, which may include, but not limited to Welfare
28 and Institutions Code section 5325, Title 9 C.C.R. sections 862 through 868, and 42 C.F.R.

1 section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable
2 patients' rights laws and regulations.

3 **Article 2**

4 **Reporting**

5 2.1 **Reports.** The Contractor shall submit the following reports:

6 (A) Outcome Reports

7 Contractor shall submit to County clinical program performance outcome reports,
8 as requested.

9 Outcome reports and outcome requirements are subject to change at County's
10 discretion. Contractor shall provide outcomes as stated in Exhibits A-1, A-2 and E.

11 (B) Staffing Report

12 Contractor shall submit monthly staffing reports due by the 10th of each month
13 that identify all direct service and support staff by first and last name, applicable
14 licensure/certifications, and full-time hours worked to be used as a tracking tool to
15 determine if Contractor's program is staffed according to the requirements of this
16 Agreement.

17 (C) Mental Health Services Act (MHSA) Reporting

18 Contractor shall adhere to MHSA reporting including but not limited to fiscal,
19 outcomes, and demographics as described in Exhibit A-1 and A-2.

20 (D) Additional Reports

21 Contractor shall also furnish to County such statements, records, reports, data,
22 and other information as County may request pertaining to matters covered by this
23 Agreement. In the event that Contractor fails to provide such reports or other
24 information required hereunder, it shall be deemed sufficient cause for County to
25 withhold monthly payments until there is compliance. In addition, Contractor shall
26 provide written notification and explanation to County within five (5) days of any funds
27 received from another source to conduct the same services covered by this Agreement.
28

1 services rendered and received. The maximum compensation under this Section 4.2 excludes
2 PEI services that could be Medi-Cal claimable; all PEI will be reimbursed under the terms of
3 Section 4.3 in accordance with the budget at Exhibit F-2.

4 **4.3 MHSa Prevention and Early Intervention (PEI) Services Maximum**

5 **Compensation.** The maximum compensation payable to the Contractor under this Agreement
6 for the period of July 1, 2023 through June 30, 2024 for PEI services is Six Million, Seven
7 Hundred Seventy Nine Thousand, Six Hundred Fifty and No/100 Dollars (\$6,779,650.00). The
8 maximum compensation payable to the Contractor under this Agreement for the period of July
9 1, 2024 through June 30, 2025 for PEI services is Six Million, Seven Hundred Seventy Nine
10 Thousand, Six Hundred Fifty and No/100 Dollars (\$6,779,650.00). Contractor will receive
11 funding for PEI services solely through the PEI invoice and reimbursement process in
12 accordance with the budget in Exhibit F-2 and will not receive any additional funding for PEI
13 services that could be Medi-Cal claimable.

14 **4.4 Transition Optimization Funds.** If Contractor opts to apply for transition

15 optimization funds, the maximum amount payable for transition optimization for the period of
16 July 1, 2023 through June 30, 2024 shall not exceed Two-Hundred Fifty Thousand and No/100
17 Dollars (\$250,000.00) split among all current agreements between the Contractor and the
18 County for Medi-Cal billable specialty mental health and substance use disorder services as
19 further described in Exhibit A-1. All final invoices for transition optimization funds shall be
20 submitted by July 15, 2024. Invoices submitted thereafter, shall not be eligible for payment.

21 **4.5 Total Maximum Compensation.** In no event shall the maximum contract amount for

22 all the services provided by the Contractor to County under the terms and conditions of this
23 Agreement be in excess of Seventy Nine Million, Five Hundred Fifteen Thousand, Two Hundred
24 Sixty Two and No/100 Dollars (\$79,515,262.00) during the entire term of this Agreement.

25 The Contractor acknowledges that the County is a local government entity and does so
26 with notice that the County's powers are limited by the California Constitution and by State law,
27 and with notice that the Contractor may receive compensation under this Agreement only for
28 services performed according to the terms of this Agreement and while this Agreement is in

1 effect, and subject to the maximum amount payable under this section. The Contractor further
2 acknowledges that County employees have no authority to pay the Contractor except as
3 expressly provided in this Agreement.

4 **4.6 Rate Categories.** The program service components for the Contractor(s) shall be
5 categorized under one or more of the following rate categories and as indicated on Exhibit F:

6 (A) Clinic-Site Based: Clinic-Site Based programs shall be defined as programs who
7 provide less than fifty percent (50%) of services in the field. In the field services are
8 those services that do not occur through telehealth and do not occur in designated sites
9 in which the Contractor is afforded regular access. Designated sites shall be identified by
10 the Contractor and approved by County's DBH Director or designee in writing.

11 (B) Field Based: Field based programs shall be defined as programs that provide
12 more than fifty percent (50%) of services in the field.

13 (C) Full-Service Partnership/Assisted Outpatient Therapy/Therapeutic Behavioral
14 Health Services (FSP/AOT/TBS): FSP/AOT/TBS programs shall provide services in
15 accordance with level of care standards and general requirements as described in the
16 Scope of Work, if applicable.

17 Contractor is currently classified under the clinic-site based rate category for SMHS.
18 County's DBH shall continuously monitor the programs and analyze data to review accuracy of
19 rate categories assigned and may only reassign rate categories with the written agreement of
20 both Parties pursuant to Article 25.

21 **4.7 Specialty Mental Health Services Claiming.** Contractor shall enter claims data into
22 the County's EHR/billing and transactional database system by the fifteenth (15th) of every
23 month for actual services rendered in the previous month. Contractor shall use Current
24 Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS)
25 codes, as provided in the DHCS Billing Manual available at
26 <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time
27 amended.

1 Claims shall be complete and accurate and must include all required information
2 regarding the claimed services. Claims data entry into the County's EHR system shall be the
3 responsibility of Contractor. County shall monitor the volume of services, billing amounts and
4 service types entered into County's EHR system. Any and all audit exceptions resulting from the
5 provision and reporting of specialty mental health services by Contractor shall be the sole
6 responsibility of Contractor. Contractor will comply with all applicable policies, procedures,
7 directives, and guidelines regarding the use of County's EHR/information system.

8 Contractor must provide all necessary data to allow County to bill Medi-Cal, and any
9 other third-party source, for services and meet State and Federal reporting requirements. The
10 necessary data can be provided by a variety of means, including but not limited to: 1) direct data
11 entry into County's EHR; 2) providing an electronic file compatible with County's
12 EHR/information system; or 3) integration between County's EHR/information system and
13 Contractor's information system(s). Contractor shall maximize the Federal Financial
14 Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting
15 denied services for resubmission as needed.

16 All services provided under PEI that are Medi-Cal claimable shall be entered into the
17 County's EHR/billing and transactional database system under the same process as outlined
18 above in this Section 4.7. All revenue received for PEI services from Medi-Cal claiming shall be
19 retained by the County. Contractor shall be reimbursed for PEI services according to Exhibit F-
20 2.

21 **4.8 Applicable Fees.** Contractor shall not charge any persons served or third-party
22 payers any fee for service unless directed to do so by the County's DBH Director or designee at
23 the time the individual is referred for services. When directed to charge for services, Contractor
24 shall use the uniform billing and collection guidelines prescribed by DHCS.

25 Contractor will perform eligibility and financial determinations, in accordance with DHCS'
26 Uniform Method of Determining Ability to Pay (UMDAP), for all individuals unless directed
27 otherwise by the County's DBH Director or designee.

1 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement
2 from, the person served or persons acting on behalf of the person served for any specialty
3 mental health or related administrative services provided under this Contract, except to collect
4 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,
5 §1810.365(c).

6 The Contractor must not bill persons served, for covered services, any amount greater
7 than would be owed if the County provided the services directly as per and otherwise not bill
8 persons served as set forth in 42 C.F.R. § 438.106.

9 If a person served has dual coverage, such as other health coverage (OHC) or Federal
10 Medicare, Contractor will be responsible for billing the carrier and obtaining a payment/denial or
11 have validation of claiming with no response for ninety (90) days after the claim was mailed
12 before the service can be entered into the County's EHR/information system. Contractor must
13 report all third-party collections for Medicare, third-party or client-pay or private-pay in each
14 month. A copy of an explanation of benefits or CMS 1500 form is required as documentation.
15 Contractor must comply with all laws and regulations governing the Federal Medicare program,
16 including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et
17 seq; and 2) the regulation and rules promulgated by the Federal Centers for Medicare and
18 Medicaid Services as they relate to participation, coverage and claiming reimbursement. To the
19 extent they are applicable, Contractor will be responsible for compliance as of the effective date
20 of each Federal, State or local law or regulation specified.

21 **4.9 Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth
22 (15th) day of each month, in the format directed by the County. The Contractor shall submit
23 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-
24 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with
25 a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director
26 or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's
27 DBH Director, or designee, shall have the right to withhold payment as to only the portion of the
28 invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor

1 agrees to continue to provide services for a period of ninety (90) days after notification of an
2 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
3 to County's satisfaction, County's DBH Director, or designee, may elect to terminate this
4 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement. If
5 County's DBH does not provide notice of incorrect or otherwise improper invoices and causes
6 delay in the reimbursement process, Contractor will follow the escalation process through the
7 County's DBH Business Office's Invoice Review Team, up to the Business Manager, and
8 including the County's DBH Director and/or designee for the timely reimbursement of payment
9 to Contractor.

10 **Specialty Mental Health Services Claimable Services.** For claimable services,
11 invoices shall be based on claims entered into the County's billing and transactional database
12 system for the prior month.

13 Monthly payments for claimed services shall only be based on the units of time assigned
14 to each CPT or HCPCS code entered in the County's billing and transactional database
15 multiplied by the practitioner service rates in Exhibit F-1.

16 County's payments to Contractor for performance of claimed services are provisional
17 and subject to adjustment until the completion of all settlement activities. County's adjustments
18 to provisional payments for claimed services shall be based on the terms, conditions, and
19 limitations of this Agreement or the reasons for recoupment set forth in Article 4 and 13.

20 Any claimable services submitted beyond six (6) months from the month of service may
21 be ineligible for payment.

22 **PEI Cost Reimbursement Based Invoices.** Invoices for cost reimbursement services
23 shall be based on actual expenses incurred in the month of service. Contractor shall submit
24 monthly invoices and general ledgers to County that itemize the line item charges for monthly
25 program costs. The invoices and general ledgers will serve as tracking tools to determine if
26 Contractor's costs are in accordance with its budgeted cost. Failure to submit reports and other
27 supporting documentation shall be deemed sufficient cause for County to withhold payments
28 until there is compliance.

1 Contractor must report all revenue collected from a third-party, client-pay or private-pay
2 in each monthly invoice. In addition, Contractor shall submit monthly invoices for reimbursement
3 that equal the amount due less any revenue collected and/or unallowable cost such as lobbying
4 or political donations from the monthly invoice reimbursements.

5 Travel shall be reimbursed based on actual expenditures and reimbursement shall be at
6 Contractor's adopted rate, not to exceed the Federal Internal Revenue Services (IRS) published
7 rate.

8 **Corrective Action Plans.** Contractor shall enter services into the County's EHR/billing
9 and transactional database and submit invoices in accordance with the deadlines listed above
10 and information shall be accurate. Failure to meet the requirements set forth above will result in
11 a corrective action plan at the discretion of the County's DBH Director, or designee, and may
12 result in financial penalties or termination of Agreement per Article 7.

13 4.10 **Payment.** Payments shall be made by County to Contractor in arrears, for services
14 provided during the preceding month, within forty-five (45) days after the date of receipt,
15 verification, and approval by County. All final invoices and/or any final budget modification
16 requests shall be submitted by Contractor within sixty (60) days following the final month of
17 service for which payment is claimed. No action shall be taken by County on claims submitted
18 beyond the sixty (60) day closeout period. Any compensation which is not expended by
19 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
20 County.

21 **Specialty Mental Health Services Payments.** Payment shall be made upon
22 certification and other proof satisfactory to County that services have actually been performed
23 by Contractor as specified in this Agreement and/or after receipt and verification of actual
24 services provided.

25 **PEI Cost Reimbursement Payments.** Payment shall be made upon certification or
26 other proof satisfactory to County that services have actually been performed by Contractor as
27 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
28 by Contractor for monthly program costs, as identified in the budget narratives and budgets

1 identified in Exhibit F, in the performance of this Agreement. County shall not be obligated to
2 make any payments under this Agreement if the request for payment is received by County
3 more than sixty (60) days after this Agreement has terminated or expired.

4 **4.11 Recoupments and Audits.** County shall recapture from Contractor the value of any
5 services or other expenditures determined to be ineligible based on the County or State
6 monitoring results. The County reserves the right to enter into a repayment agreement with
7 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
8 repayment agreement, to recover the amount of funds to be recouped. The County has the
9 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
10 the repayment agreement. The repayment agreement may be made with the signed written
11 approval of County's DBH Director, or designee, and respective Contractor through a
12 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
13 monthly billing for services rendered during the month, or the County may, in its sole discretion,
14 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
15 and County may seek recoupment from any other means, including, but not limited to, a separate
16 contract or agreement with Contractor.

17 Contractor shall be held financially liable for any and all future disallowances/audit
18 exceptions due to Contractor's deficiency discovered through the State audit process and
19 County utilization review for services provided during the course of this Agreement. At County's
20 election, the disallowed amount will be remitted within forty-five (45) days to County upon
21 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not
22 receive reimbursement for any units of services rendered that are disallowed or denied by the
23 Fresno County MHP utilization review process or through the State of California DHCS audit
24 and review process, cost report audit settlement if applicable, for Medi-Cal eligible beneficiaries.

25 **4.12 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement. If Contractor
27 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
28 further compensation.

1 4.13 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
2 limitations, and/or conditions imposed by County, State, or Federal funding sources that may in
3 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
4 contingent upon sufficient funds being made available by County, state, or federal funding
5 sources for the term of the Agreement. If the federal or state governments reduce financial
6 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
7 renegotiating the services required by this Agreement.

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

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

15 4.14 **Additional Financial Requirements.** County has the right to monitor the
16 performance of this Agreement to ensure the accuracy of claims for reimbursement and
17 compliance with all applicable laws and regulations.

18 Contractor must comply with the False Claims Act employee training and policy
19 requirements set forth in Title 42 U.S.C. section 1396a(a)(68) and as the Secretary of DHHS
20 may specify.

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

25 Federal Financial Participation is not available for any amount furnished to an Excluded
26 individual or entity, or at the direction of a physician during the period of exclusion when the
27 person providing the service knew or had reason to know of the exclusion, or to an individual or
28

1 entity when the County failed to suspend payments during an investigation of a credible
2 allegation of fraud (42 U.S.C. § 1396b(i)(2)).

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

6 4.15 **Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
7 not redirect or transfer funds from one funded program to another funded program under which
8 Contractor provides services pursuant to this Agreement except through a duly executed
9 amendment to this Agreement.

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

13 **Article 5**

14 **Term of Agreement**

15 5.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2024
16 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
17 below.

18 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-
19 year period only upon written approval of both Parties by February 15, 2024. The County's DBH
20 Director or designee is authorized to sign the written approval on behalf of the County based on
21 the Contractor's satisfactory performance. The extension of this Agreement by the County is not
22 a waiver or compromise of any default or breach of this Agreement by the Contractor existing at
23 the time of the extension whether or not known to the County.

24 **Article 6**

25 **Notices**

26 6.1 **Contact Information.** The persons and their addresses having authority to give and
27 receive notices provided for or permitted under this Agreement include the following:

28 **For the County:**

1 Director
2 County of Fresno
3 1925 E. Dakota Avenue
4 Fresno, CA 93726

5 **For the Contractor:**
6 Superintendent
7 Fresno County Superintendent of Schools
8 1111 Van Ness Avenue
9 Fresno, CA 93712
10 With a cc to FCSS Legal Services at legalservices@fcoe.org

11 6.2 **Change of Contact Information.** Either Party may change the information in section
12 6.1 by giving notice as provided in section 6.3.

13 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
14 for or permitted under this Agreement must be in writing, state that it is a notice provided under
15 this Agreement, and be delivered either by personal service, or by first-class United States mail,
16 by an overnight commercial courier service.

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

18 (B) A notice delivered by first-class United States mail is effective three (3) County or
19 Contractor business days, whichever is later in time, after deposit in the United States
20 mail, postage prepaid, addressed to the recipient.

21 (C) A notice delivered by an overnight commercial courier service is effective one (1)
22 County or Contractor business day, whichever is later in time, after deposit with the
23 overnight commercial courier service, delivery fees prepaid, with delivery instructions
24 given for next day delivery, addressed to the recipient.

25 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
26 nothing in this Agreement establishes, waives, or modifies any claims presentation
27 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
28 of Title 1 of the Government Code, beginning with section 810).

6.5 **Notification of Changes.** Contractor shall notify County in writing of any change in
organizational name, Head of Service or principal business at least fifteen (15) business days in
advance of the change. Contractor shall notify County of a change of service location at least
thirty (30) days in advance to allow County sufficient time to comply with site certification

1 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
2 by the County, and no further amendment of the Agreement shall be necessary provided that
3 such change of address does not conflict with any other provisions of this Agreement.

4 Contractor must immediately notify County of a change in Medi-Cal organizational
5 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted
6 services in no more than 15 days of the change.

7 **Article 7**

8 **Termination and Suspension**

9 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
12 Contractor, may:

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

14 (B) Terminate this Agreement.

15 **7.2 Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has
17 occurred, either Party may give written notice of the breach to the other Party. The
18 written notice may suspend performance under this Agreement and must provide at
19 least thirty (30) days for the Party to cure the breach.

20 (B) If the Party fails to cure the breach to the noticing Party's satisfaction within the
21 thirty (30) days required, the noticing Party may terminate this Agreement with ninety
22 (90) days' advance written notice.

23 (C) For purposes of this section, a breach occurs when, in the determination of the
24 noticing Party, the other Party has:

25 (1) Obtained or used funds illegally or improperly and did not cure the failure
26 within the notice timeframes provided for herein;

27 (2) Failed to comply with any part of this Agreement and did not cure the failure
28 within the notice timeframes provided for herein;

1 (3) Submitted a substantially incorrect or incomplete report to the County and did
2 not cure the issue within the notice timeframes provided for herein; or

3 (4) Improperly performed any of its obligations under this Agreement and did not
4 cure the issue within the notice timeframes provided for herein.

5 **7.3 Termination without Cause.** In circumstances other than those set forth above,
6 either Party may terminate this Agreement by giving at least ninety (90) days advance written
7 notice to the other Party.

8 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by either
9 party under this Article 7 is without penalty to or further obligation of the terminating party except
10 as provided in Section 7.6 below.

11 **7.5 Force Majeure.** A Party is not liable for failing or delaying performance of its
12 obligations under this Agreement due to events that are beyond the Party's reasonable control
13 and occurring without its fault or negligence, for example, acts of God such as epidemics or
14 pandemics (nationally, statewide, or locally declared), tornadoes, lightning, earthquakes,
15 hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the
16 Party has promptly notified the other Party in writing of the occurrence of the Force Majeure,
17 except that a Force Majeure shall not excuse County's payment to Contractor of any portion of
18 compensation that is due to Contractor.

19 **7.6 Party's Rights upon Termination.** Upon termination for breach under this Article 7,
20 the County may demand repayment by the Contractor of any monies disbursed to the
21 Contractor under this Agreement that, in the County's sole judgment, were not expended in
22 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
23 demand. This section survives the termination of this Agreement.

24 In the event this Agreement is terminated, Contractor shall be entitled to compensation
25 for all services satisfactorily provided pursuant to the terms and conditions of this Agreement
26 through and including the effective date of termination.

27 This provision shall not limit or reduce any damages owed to the Party due to a breach
28 of this Agreement by the other Party.

1 **Article 8**

2 **Informing Materials for Persons Served**

3 8.1 **Basic Information Requirements.** Contractor shall provide information in a manner
4 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §
5 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily
6 understood language, format, and alternative formats that take into consideration the special
7 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the
8 persons served that information is available in alternate formats and how to access those
9 formats in compliance with Title 42 C.F.R. section 438.10.

10 Contractor shall provide the required information in this Section to each individual
11 receiving SMHS under this Agreement and upon request (California's CalAIM §1915(b) Medi-
12 Cal Specialty Mental Health Services Waiver, § (2) (d), at p. 26., attachments 3, 4; 9 C.C.R., §
13 1810.360(e)).

14 Contractor shall utilize the County's website that provides the content required in this
15 Section and Title 42 C.F.R. section 438.10 and complies with all requirements regarding the
16 same set forth in Title 42 C.F.R. section 438.10.

17 Contractor shall use the DHCS/County-developed beneficiary handbook and persons
18 served notices.(42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3)).

19 8.2 **Electronic Submission.** Persons served information required in this section may
20 only be provided electronically by the Contractor if all of the following conditions are met:

21 (A) The format is readily accessible;

22 (B) The information is placed in a location on the Contractor's website that is
23 prominent and readily accessible;

24 (C) The information is provided in an electronic form which can be electronically
25 retained and printed;

26 (D) The information is consistent with the content and language requirements of this
27 Agreement;

1 (E) The individual is informed that the information is available in paper form without
2 charge upon request and the Contractor shall provide it upon request within five (5)
3 business days (42 C.F.R. § 438.10(c)(6)).

4 **8.3 Language and Format.** Contractor shall provide all written materials, including
5 taglines, for persons served or potential persons served in a font size no smaller than twelve
6 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

7 Contractor shall ensure its written materials that are critical to obtaining services are
8 available in alternative formats, upon request of the person served or potential person served at
9 no cost.

10 Contractor shall make its written materials that are critical to obtaining services,
11 including, at a minimum, provider directories, beneficiary handbook, appeal and grievance
12 notices, denial and termination notices, and the Contractor's mental health education materials,
13 available in the prevalent non-English languages in the County (42 C.F.R. § 438.10(d)(3)).

14 (A) Contractor shall notify persons served, prospective persons served, and
15 members of the public that written translation is available in prevalent languages free of
16 cost and how to access those materials (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst.
17 Code § 14727(a)(1); 9 C.C. R. § 1810.410, subd. (e), para. (4)).

18 Contractor shall make auxiliary aids and services available upon request and free of
19 charge to each person served (42 C.F.R. § 438.10(d)(3)-(4)).

20 Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter
21 Telephone/Text Telephone ("TTY/TDY") and American Sign Language ("ASL"), available and
22 free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

23 Taglines for written materials critical to obtaining services must be printed in a conspicuously
24 visible font size, no smaller than twelve (12) point font.

25 **8.4 Beneficiary Informing Materials.** Each person served must receive and have
26 access to the beneficiary informing materials upon request by the individual and when first
27 receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

28 (A) Consumer Handbook

- 1 (B) Provider Directory
- 2 (C) Grievance form
- 3 (D) Appeal/Expedited Appeal form
- 4 (E) Advance Directives brochure
- 5 (F) Change of Provider form
- 6 (G) Suggestions brochure
- 7 (H) Notice of Privacy Practices
- 8 (I) Notices of Adverse Benefit Determination (NOABDs – Including Denial and
- 9 Termination notices)
- 10 (J) Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving
- 11 individuals under the age of 21)
- 12 (K) Contractor shall ensure the following beneficiary informing materials are
- 13 displayed in the threshold languages of Fresno County at all service sites:
- 14 (1) Consumer Handbook
- 15 (2) Provider Directory
- 16 (3) Grievance form
- 17 (4) Appeal/Expedited Appeal form
- 18 (5) Advance Directives brochure
- 19 (6) Change of Provider form
- 20 (7) Suggestions brochure

21 All beneficiary informing written materials will use easily understood language and
22 format (i.e. material written and formatted at a 6th grade reading level), and will use a font size
23 no smaller than 12 point. All beneficiary informing written materials shall inform beneficiaries of
24 the availability of information in alternative formats and how to make a request for an alternative
25 format. Inventory and maintenance of all beneficiary informing materials will be maintained by
26 the Managed Care Division. Contractor will ensure that its written materials include taglines or
27 that an additional taglines document is available.

28

1 8.5 **Beneficiary Handbook.** Contractor shall provide each persons served with a
2 beneficiary handbook at the time the individual first accesses services and thereafter upon
3 request. The beneficiary handbook shall be provided to beneficiaries within fourteen (14)
4 business days after receiving notice of enrollment.

5 Contractor shall give each individual notice of any significant change to the information
6 contained in the beneficiary handbook at least thirty (30) days before the intended effective date
7 of change as per BHIN 22-060.

8 8.6 **Accessibility.** Required informing materials must be electronically available on
9 Contractor's website and must be physically available at the Contractor's facility lobby for
10 individuals' access.

11 Informing materials must be made available upon request, at no cost, in alternate
12 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and
13 American Sign Language) and must be provided to persons served within five (5) business
14 days. Large print materials shall be in a minimum of eighteen (18) point font size.

15 Informing materials will be considered provided to the individual if Contractor does one
16 or more of the following:

17 (A) Mails a printed copy of the information to the persons served's mailing address
18 before the individual receives their first specialty mental health service;

19 (B) Mails a printed copy of the information upon the individual's request to their
20 mailing address;

21 (C) Provides the information by email after obtaining the persons served's agreement
22 to receive the information by email;

23 (D) Posts the information on the Contractor's website and advises the person served
24 in paper or electronic form that the information is available on the internet and includes
25 applicable internet addresses, provided that individuals with disabilities who cannot
26 access this information online are provided auxiliary aids and services upon request and
27 at no cost; or,
28

1 (E) Provides the information by any other method that can reasonably be expected
2 to result in the person served receiving that information. If Contractor provides informing
3 materials in person, when the individual first receives specialty mental health services,
4 the date and method of delivery shall be documented in the persons served's file.

5 **8.7 Provider Directory.** Contractor must follow the County's provider directory policy, in
6 compliance with MHSUDS IN 18-020.

7 Contractor must make available to persons served, in paper form upon request and
8 electronic form, specified information about the County provider network as per 42 C.F.R. §
9 438.10(h). The most current provider directory is electronically available on the County website
10 and is updated by the County no later than thirty (30) calendar days after information is received
11 to update provider information. A paper provider directory must be updated at least monthly as
12 set forth in 42 C.F.R. § 438.10(h)(3)(i).

13 Any changes to information published in the provider directory must be reported to the
14 County within two (2) weeks of the change.

15 Contractor will only need to report changes/updates to the provider directory for
16 licensed, waived, or registered mental health providers.

17 **Article 9**

18 **Independent Contractor**

19 **9.1 Status.** In performing under this Agreement, the Contractor, including its officers,
20 agents, employees, and volunteers, is at all times acting and performing as an independent
21 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
22 venturer, partner, or associate of the County.

23 **9.2 Verifying Performance.** The County has no right to control, supervise, or direct the
24 manner or method of the Contractor's performance under this Agreement, but the County may
25 verify that the Contractor is performing according to the terms of this Agreement.

26 **9.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
27 right to employment rights or benefits available to County employees. The Contractor is solely
28 responsible for providing to its own employees all employee benefits required by law. The

1 Contractor shall save the County harmless from all matters relating to the payment of
2 Contractor's employees, including compliance with Social Security withholding and all related
3 regulations.

4 9.4 **Services to Others.** The Parties acknowledge that, during the term of this
5 Agreement, the Contractor may provide services to others unrelated to the County.

6 9.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
7 expenses of any kind required for the performance of this Agreement.

8 9.6 **Additional Responsibilities.** The Parties acknowledge that, during the term of this
9 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
10 County will be performing additional staff credentialing to ensure compliance with State and
11 Federal regulations.

12 9.7 **Subcontracts.** Contractor shall obtain written approval from County's DBH Director,
13 or designee before subcontracting any of the SMHS and PEI services delivered under this
14 Agreement. County's DBH Director, or designee retains the right to approve or reject any
15 request for subcontracting SMHS and PEI services. Any transferee, assignee, or subcontractor
16 will be subject to all applicable provisions of this Agreement, and all applicable State and
17 Federal regulations. Contractor shall be held primarily responsible by County for the
18 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
19 in writing by County's DBH Director, or designee. The use of subcontractors by Contractor shall
20 not entitle Contractor to any additional compensation that is provided for under this Agreement.

21 Contractor shall remain legally responsible for the performance of all terms and
22 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
23 under subcontracts, whether approved by the County or not.

24
25 **Article 10**

26 **Indemnity and Defense**

27 10.1 **Indemnity.** Each Party's indemnity, defense, and hold harmless obligations to the
28 other Party under or related to this Agreement shall be governed solely by this Article. A Party

1 (“Indemnitor”) shall: (A) indemnify and hold harmless the other Party (“Indemnitee”) to the full
2 extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in
3 proportion to Indemnitor’s liability based on a Final Determination; and (B) defend and pay for all
4 of Indemnitor’s attorney’s fees and litigation costs related to any Claim or Loss without any right
5 against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or
6 any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for
7 any Loss from the other Party shall notify the other Party in writing and within a reasonable time
8 after the Party knows or becomes aware of any Claim that may or will result in a Loss,
9 describing, if known or determinable, the pertinent circumstances, all entities and persons
10 involved, and the amount being claimed. A Party’s obligations under this Article are not limited
11 to or by any insurance that it maintains or the lack of insurance but apply to the full extent
12 permitted by California laws, and shall survive the termination of this Agreement. “Claim” means
13 any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or
14 proceeding arising out of, resulting from, or relating to this Agreement where there has been no
15 Final Determination. “Loss” means any bodily injury, property damage, personal injury,
16 advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney’s
17 fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim)
18 arising out of, resulting from, or relating to this Agreement and for which there has been a Final
19 Determination that a Party is or both Parties are liable. “Third Party” means a person who or an
20 entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or
21 agent of County; (C) an officer, employee, or agent of Contractor; or, (D) contracted with
22 (whether directly or through a subcontract of any level) or otherwise retained by a Party to act
23 for or on the Party’s behalf. “Final Determination” means any judgment, order, or decision, each
24 a “Determination,” by a court of competent jurisdiction or a governmental entity with jurisdiction
25 to render the Determination where the Determination is not subject to appeal or the period for
26 an appeal has expired.

27 10.2 **Survival.** This Article 10 survives the termination of this Agreement.
28

1 **Article 11**

2 **Insurance**

3 11.1 The Contractor shall comply with all the insurance requirements in Exhibit G,
4 "Insurance Requirements", to this Agreement.

5 **Article 12**

6 **Assurances**

7 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**
8 **Health Care Program.**

9 (A) In entering into this Agreement, Contractor certifies that it is not excluded from
10 participation in Federal Health Care Programs under either Section 1128 or 1128A of the
11 Social Security Act. Failure to so certify will render all provisions of this Agreement null
12 and void and may result in the immediate termination of this Agreement.

13 (B) In entering into this Agreement, Contractor certifies, that the Contractor does not
14 employ or subcontract with providers, or have other relationships with providers, who
15 perform any services related to this Agreement who are excluded from participation in
16 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities,
17 as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly exclusion
18 and suspension searches of the following databases and provide evidence of these
19 completed searches when requested by County, DHCS or the US Department of Health
20 and Human Services (DHHS):

21 (1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded
22 Individuals/Entities (LEIE) Federal Exclusions

23 (2) www.sam.gov/content/exclusions - General Service Administration (GSA)
24 Exclusions Extract www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

25 (3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration
26 System (NPPES)

27 (4) any other database required by DHCS or US DHHS.
28

1 (C) In entering into this Agreement, Contractor certifies, that Contractor does not
2 employ staff or individual contractors/vendors who perform any services related to this
3 Agreement that are on the Social Security Administration's Death Master File. Contractor
4 shall check the database prior to employing staff or individual contractors/vendors to
5 provide services under this Agreement and provide evidence of these completed
6 searches when requested by the County, DHCS or the US DHHS.

7 (D) Contractor is required to notify County immediately if Contractor becomes aware
8 of any information that may indicate their (including employees/staff and individual
9 contractors/vendors providing services under this Agreement) potential placement on an
10 exclusions list.

11 (E) Contractor shall screen and periodically revalidate all network providers in
12 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

13 (F) Contractor must confirm the identity and determine the exclusion status of all its
14 providers who perform any services related to this Agreement, as well as any person
15 with an ownership or control interest of a subcontractor, or who is an agent or managing
16 employee of the subcontracted agency through routine checks of Federal and State
17 databases. This includes the Social Security Administration's Death Master File,
18 NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and Ineligible
19 Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

20 (G) If Contractor finds a provider who performs any services related to this
21 Agreement that is excluded, it must promptly notify the County as per 42 C.F.R. §
22 438.608(a)(2), (4). The Contractor shall not certify or pay any excluded provider with
23 Medi-Cal funds, must treat any payments made to an excluded provider as an
24 overpayment, and any such inappropriate payments may be subject to recovery.

25 **Article 13**

26 **Inspections, Audits, and Public Records**

27 13.1 **Inspection of Documents.** To the extent allowed by law, the Contractor shall make
28 available to the County, and the County may examine at any time during business hours and as

1 often as the County deems necessary, all of the records and data with respect to the matters
2 covered by this Agreement, excluding attorney-client privileged communications. To the extent
3 allowed by law, the Contractor shall, upon request by the County, permit the County to audit and
4 inspect all of such records and data to ensure the Contractor's compliance with the terms of this
5 Agreement.

6 **13.2 State Audit Requirements.** If the compensation to be paid by the County under this
7 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
8 California State Auditor, as provided in Government Code section 8546.7, for a period of three
9 years after final payment under this Agreement. This section survives the termination of this
10 Agreement.

11 **13.3 Internal Auditing.** Contractors of sufficient size as determined by County shall
12 institute and conduct a Quality Assurance Process (QAP) for all services provided hereunder.
13 Said process shall include at a minimum a system for verifying that all services provided and
14 claimed for reimbursement shall meet SMHS definitions and be documented accurately.

15 In addition, Contractors with medication prescribing authority shall adhere to County's
16 medication monitoring review practices. Contractor shall provide County with notification and a
17 summary of any internal audit exceptions and the specific corrective actions taken to sufficiently
18 reduce the errors that are discovered through Contractor's internal audit process. Contractor
19 shall provide this notification and summary to County as requested by the County.

20 **13.4 Confidentiality in Audit Process.** Contractor and County mutually agree to
21 maintain the confidentiality of records and information of persons served, in compliance with all
22 applicable State and Federal statutes and regulations, including but not limited to HIPAA, CMIA,
23 California Welfare and Institutions Code section 5328, Family Educational Rights and Privacy
24 Act (FERPA), and related California Education Code sections. Contractor shall inform all of its
25 employees, and agents of the confidentiality provisions of all applicable statutes.

26 Contractor's fiscal records shall contain sufficient data to enable auditors to perform a
27 complete audit and shall be maintained in conformance with standard procedures and
28 accounting principles.

1 Records shall be maintained as required by County's DBH and DHCS on forms
2 furnished by DHCS or the County. All statistical data or information requested by the County's
3 DBH Director or designee shall be provided by the Contractor in a complete and timely manner.

4 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor files to
5 ensure appropriate clinical documentation, high quality service provision and compliance with
6 applicable Federal, State and County regulations.

7 Such audits may result in requirements for Contractor to reimburse County for services
8 previously paid in the following circumstances:

9 (A) Identification of Fraud, Waste or Abuse as defined in federal regulation

10 (1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code,
11 section 14107.11, subdivision (d).

12 (2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare
13 Managed Care Manual available at [https://www.cms.gov/Regulations-and-](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)
14 [Guidance/Guidance/Manuals](https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals)

15 (B) Overpayment of Contractor by County due to errors in claiming or
16 documentation.

17 (C) Other reasons specified in the SMHS Reasons for Recoupment document
18 released annually by DHCS and posted on the DHCS BHIN website.

19 Contractor shall reimburse County for all overpayments identified by Contractor, County,
20 and/or state or federal oversight agencies as an audit exception within the timeframes required
21 by law or Country or state or federal agency. Funds owed to County will be due within forty-five
22 (45) days of notification by County, or County shall withhold future payments until all excess
23 funds have been recouped by means of an offset against any payments then or thereafter owing
24 to County under this or any other Agreement between the County and Contractor.

25 **13.6 Cooperation with Audits.** Contractor shall cooperate with County in any review
26 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
27 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
28

1 In addition, to the extent allowed by law, Contractor shall comply with all requests for any
2 documentation or files including, but not limited to, files for persons served.

3 Contractor shall notify the County of any scheduled or unscheduled external evaluation
4 or site visits when it becomes aware of such visit. County shall reserve the right to attend any or
5 all parts of external review processes.

6 Contractor shall allow inspection, evaluation and audit of its records, documents and
7 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor
8 has been notified that an audit or investigation of this Agreement has been commenced, until
9 such time as the matter under audit or investigation has been resolved, including the exhaustion
10 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.2301(3)(i-iii).

11 **13.7 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand and
12 No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor
13 agrees to conduct an annual audit in accordance with the requirements of the Single Audit
14 Standards as set forth in Office of Management and Budget (OMB) Title 2 C.F.R. part 200.
15 Contractor shall submit said audit and management letter to County. The audit must include a
16 statement of findings or a statement that there were no findings. If there were negative findings,
17 Contractor must include a corrective action plan signed by an authorized individual. Contractor
18 agrees to take action to correct any material non-compliance or weakness found as a result of
19 such audit. Such audit shall be delivered to County's DBH Finance Division for review within
20 nine (9) months of the end of any fiscal year in which funds were expended and/or received for
21 the program. Failure to perform the requisite audit functions as required by this Agreement may
22 result in County performing the necessary audit tasks, or at County's option, contracting with a
23 public accountant to perform said audit, or may result in the inability of County to enter into
24 future agreements with Contractor. All audit costs related to this Agreement are the sole
25 responsibility of Contractor.

26 A single audit report is not applicable if Contractor's Federal contracts do not exceed the
27 Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or Contractor's
28 only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a program audit

1 must be performed and a program audit report with management letter shall be submitted by
2 Contractor to County as a minimum requirement to attest to Contractor solvency. Said audit
3 report shall be delivered to County's DBH Finance Division for review no later than nine (9)
4 months after the close of the fiscal year in which the funds supplied through this Agreement are
5 expended. Failure to comply with this Act may result in County performing the necessary audit
6 tasks or contracting with a qualified accountant to perform said audit. All audit costs related to
7 this Agreement are the sole responsibility of Contractor who agrees to take corrective action to
8 eliminate any material noncompliance or weakness found as a result of such audit. Audit work
9 performed by County under this paragraph shall be billed to Contractor at County cost, as
10 determined by County's Auditor-Controller/Treasurer-Tax Collector.

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

16 13.8 **Public Records.** This Agreement does not, in any way limit the County and/or
17 Contractor from compliance with California's Public Records Act ("PRA"). (Govt. Code §§ 7920,
18 et seq.) Each Party must decide for itself how it will respond to any PRA request and shall not
19 be limited in that response by the other Party. To the extent it is necessary, both Parties will
20 cooperate in the response to relevant PRA requests.

21 **Article 14**

22 **Right to Monitor**

23 14.1 **Right to Monitor.** To the extent allowed by law, County or any subdivision or
24 appointee thereof, and the State of California or any subdivision or appointee thereof, including
25 the Auditor General, shall have absolute right to review and audit all records, books, papers,
26 documents, corporate minutes, financial records, staff information, records of persons served,
27 other pertinent items as requested, and shall have absolute right to monitor the performance of
28 Contractor in the delivery of services provided under this Agreement. To the extent allowed by

1 law, full cooperation shall be given by the Contractor in any auditing or monitoring conducted,
2 according to this Agreement.

3 14.2 **Accessibility.** To the extent allowed by law, Contractor shall make all of its
4 premises, physical facilities, equipment, books, records, documents, agreements, computers, or
5 other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services,
6 and activities furnished under the terms of this Agreement, or determinations of amounts
7 payable available at any time for inspection, examination, or copying by County, the State of
8 California or any subdivision or appointee thereof, CMS, US DHHS Office of Inspector General,
9 the United States Controller General or their designees, and other authorized federal and state
10 agencies. This audit right will exist for at least ten (10) years from the final date of the
11 Agreement period or in the event the Contractor has been notified that an audit or investigation
12 of this Agreement has commenced, until such time as the matter under audit or investigation
13 has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR
14 §438.230(c)(3)(I)-(ii)).

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

19 14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,
20 monitoring and evaluation of this Agreement and comply with any and all reporting requirements
21 established by County. Should County identify an issue or receive notification of a complaint or
22 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request
23 information from Contractor to ensure compliance with laws, regulations, and requirements, as
24 applicable.

25 14.4 **Probationary Status.** County reserves the right to place Contractor on probationary
26 status, as referenced in the Probationary Status Article, should Contractor fail to meet
27 performance requirements; including, but not limited to violations such as high disallowance
28 rates, failure to report incidents and changes as contractually required, failure to correct issues,

1 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
2 expectations, and violations issued directly from the State. Additionally, Contractor may be
3 subject to Probationary Status or termination if Agreement monitoring and auditing corrective
4 actions are not resolved within specified timeframes.

5 **14.5 Record Retention.** Contractor shall retain all records and documents originated or
6 prepared pursuant to Contractor's performance under this Agreement, including grievance and
7 appeal records, and the data, information and documentation specified in 42 C.F.R. sections
8 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term
9 end date of this Agreement or until such time as the matter under audit or investigation has
10 been resolved. Records and documents include but are not limited to all physical and electronic
11 records and documents originated or prepared pursuant to Contractor's or subcontractor's
12 performance under this Agreement including working papers, reports, financial records and
13 documents of account, records of persons served, prescription files, subcontracts, and any
14 other documentation pertaining to covered services and other related services for persons
15 served.

16 **14.6 Record Maintenance.** Contractor shall maintain all records and management books
17 pertaining to service delivery and demonstrate accountability for Agreement performance and
18 maintain all fiscal, statistical, and management books and records pertaining to the program.
19 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
20 other primary source documents. Fiscal records shall be kept in accordance with Generally
21 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
22 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
23 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
24 and Audit Requirements for Federal Awards.

25 All records shall be complete and current and comply with all Agreement requirements.
26 Failure to maintain acceptable records per the preceding requirements shall be considered
27 grounds for withholding of payments for billings submitted and for termination of Agreement.
28

1 Contractor shall maintain records of persons served and community service in
2 compliance with all regulations set forth by local, state, and federal requirements, laws, and
3 regulations, and provide access to clinical records by County staff.

4 Contractor shall comply with the Article 18 and Article 1 regarding relinquishing or
5 maintaining medical records.

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

9 **14.7 Financial Reports.** Contractor shall submit audited financial reports on an annual
10 basis to the County. The audit shall be conducted in accordance with Generally Accepted
11 Accounting Principles and generally accepted auditing standards.

12 **14.8 Agreement Termination.** In the event the Agreement is terminated, ends its
13 designated term or Contractor ceases operation of its business, Contractor shall deliver or make
14 available to County all financial records that may have been accumulated by Contractor or
15 subcontractor under this Agreement, whether completed, partially completed or in progress
16 within thirty (30) calendar days of said termination/end date.

17 **14.9 Facilities and Assistance.** Contractor shall provide all reasonable facilities and
18 assistance for the safety and convenience of the County's representatives in the performance of
19 their duties. All inspections and evaluations shall be performed in such a manner that will not
20 unduly delay the work of Contractor.

21 **14.10 County Discretion to Revoke.** County has the discretion to revoke full or partial
22 provisions of the Agreement, delegated activities or obligations, or application of other remedies
23 permitted by state or federal law when the County or DHCS determines Contractor has not
24 performed satisfactorily.

25 **14.11 Site Inspection.** Without limiting any other provision related to inspections or audits
26 otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or
27 federal agency(ies), through any authorized representative, the right to inspect or otherwise
28 evaluate the work performed or being performed hereunder including subcontract support

1 activities and the premises which it is being performed. Contractor shall provide all reasonable
2 assistance for the safety and convenience of the authorized representative in the performance
3 of their duties. All inspections and evaluations shall be made in a manner that will not unduly
4 delay the work of the Contractor.

5 **Article 15**

6 **Complaint Logs and Grievances**

7 15.1 **Documentation.** Contractor shall log complaints and the disposition of all complaints
8 from a person served or their family. Contractor shall provide a copy of the detailed complaint
9 log entries concerning County-sponsored persons served to County at monthly intervals by the
10 tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor
11 shall allow beneficiaries or their representative to file a grievance either orally, or in writing at
12 any time with the MHP. In the event Contractor is notified by a beneficiary or their representative
13 of a discrimination grievance, subcontractor shall report discrimination grievances to the MHP
14 within 24 hours. The Contractor shall not require a beneficiary or their representative to file a
15 Discrimination Grievance with the MHP before filing the complaint directly with the DHCS Office
16 of Civil Rights and the US DHHS Office for Civil Rights.

17 15.2 **Rights of Persons Served.** Contractor shall post signs informing persons served of
18 their right to file a complaint or grievance, appeals, and expedited appeals. In addition,
19 Contractor shall inform every person served of their rights as set forth in Exhibit H.

20 15.3 **Incident Reporting.** Contractor shall file an incident report for all incidents involving
21 persons served, following the protocol identified in Exhibit I.

22 **Article 16**

23 **Property of County**

24 16.1 **Applicability.** Article 16 shall only apply to the program components and services
25 provided under operational costs for PEI services.

26 16.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
27 intangible property obtained or controlled under County for use in operational capacity and will
28 benefit County for a period more than one (1) year.

1 16.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.

2 All of these assets shall fall into the "Equipment" category unless funding source allows for
3 additional types of assets. At a minimum, the following types of items are considered to be
4 assets:

5 (A) Computers (desktops and laptops)*

6 (B) Copiers, cell phones, tablets, and other devices with any HIPAA data

7 (C) Modular furniture

8 (D) Any items over \$500 or more with a lifespan of at least two (2) years:

9 (1) Televisions

10 (2) Washers/Dryers

11 (3) Printers

12 (4) Digital Cameras

13 (5) Other equipment/furniture

14 (6) Items in total when purchased or used as a group fall into one or more of the
15 above categories

16 (E) Items of sensitive nature shall be purchased and allocated to a single agreement.

17 All items containing HIPAA data are considered sensitive.

18 Contractor shall ensure proper tracking for contact assets that include the following
19 asset attributes at a minimum:

20 (A) Description of the asset;

21 (B) The unique identifier of the asset if applicable, i.e., serial number;

22 (C) The acquisition date;

23 (D) The quantity of the asset;

24 (E) The location of the asset or to whom the asset is assigned;

25 (F) The cost of the asset at the time of acquisition;

26 (G) The source of grant funding if applicable;

27 (H) The disposition date, and

28 (I) The method of disposition (surplus, transferred, destroyed, lost)

1 All Contract assets shall be returned to the Department at the end of the Agreement
2 period.

3 16.4 **Retention and Maintenance.** Assets shall be retained by County, as County
4 property, in the event this Agreement is terminated or upon expiration of this Agreement.
5 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
6 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
7 when fixed and inventoried assets are returned to County possession. Contractor is responsible
8 for returning to County all County owned undepreciated fixed and inventoried assets, or the
9 monetary value of said assets if unable to produce the assets at the expiration or termination of
10 this Agreement. Contractor further agrees to the following:

11 Maintain all items of equipment in good working order and condition, normal wear and
12 tear excepted;

13 Label all items of equipment with County assigned program number, to perform periodic
14 inventories as required by County and to maintain an inventory list showing where and how the
15 equipment is being used in accordance with procedures developed by County. All such lists
16 shall be submitted to County within ten (10) days of any request therefore; and

17 Report in writing to County immediately after discovery, the loss or theft of any items of
18 equipment. For stolen items, the local law enforcement agency must be contacted, and a copy
19 of the police report submitted to County.

20 16.5 **Equipment Purchase.** The purchase of any equipment by Contractor with funds
21 provided hereunder shall require the prior written approval of County's DBH Director or
22 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
23 related to Contractor's services or activity under the terms of this Agreement. County may
24 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
25 Contractor, if prior written approval has not been obtained from County.

26 16.6 **Modification.** Contractor must obtain prior written approval from County's DBH
27 whenever there is any modification or change in the use of any property acquired or improved,
28 in whole or in part, using funds under this Agreement. If any real or personal property acquired

1 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
2 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
3 equal to the current fair market value of the property, less any portion thereof attributable to
4 expenditures of funds not provided under this Agreement. These requirements shall continue in
5 effect for the life of the property. In the event this Agreement expires, the requirements for this
6 Article shall remain in effect for activities or property funded with said funds, unless action is
7 taken by the State government to relieve County of these obligations.

8 **Article 17**

9 **Compliance**

10 17.1 **Compliance.** Contractor agrees to comply with County's Contractor Code of
11 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit J. Within
12 thirty (30) days of entering into this Agreement with County, Contractor shall ensure all of
13 Contractor's employees, agents, and subcontractors providing services under this Agreement
14 certify in writing, that he or she has received, read, understood, and shall abide by the
15 Contractor Code of Conduct and Ethics. Contractor shall ensure that within thirty (30) days of
16 hire, all new employees, agents, and subcontractors providing services under this Agreement
17 shall certify in writing that he or she has received, read, understood, and shall abide by the
18 Contractor Code of Conduct and Ethics. Contractor understands that the promotion of and
19 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
20 Contractor and its employees, agents, and subcontractors.

21 Contractor shall ensure that within thirty (30) days of hire, all new employees and
22 subcontractors providing services under this Agreement, and annually thereafter, all employees,
23 agents, and subcontractors providing services under this Agreement shall complete general
24 compliance training, and appropriate employees, agents, and subcontractors shall complete
25 documentation and billing or billing/reimbursement training. Each individual who is required to
26 attend training shall certify in writing that he or she has received the required training. The
27 certification shall specify the type of training received and the date received. The certification
28 shall be provided to County's DBH Compliance Officer at 1925 E. Dakota Ave, Fresno,

1 California 93726. Contractor agrees to reimburse County for the entire cost of any penalty
2 imposed upon County by the Federal Government as a result of Contractor's violation of the
3 terms of this Agreement.

4 **17.2 Compliance with State Medi-Cal Requirements.** Contractor shall be required to
5 maintain MHP organizational provider certification by Fresno County. Contractor must meet
6 Medi-Cal organization provider standards as listed in Exhibit K, "Medi-Cal Organizational
7 Provider Standards", attached hereto and by this reference incorporated herein and made part
8 of this Agreement. It is acknowledged that all references to Organizational Provider and/or
9 Provider in Exhibit K shall refer to Contractor.

10 **17.3 Medi-Cal Certification and Mental Health Plan Compliance.** Contractor will
11 establish and maintain Medi-Cal certification or become certified within ninety (90) days of the
12 effective date of this Agreement through County to provide reimbursable services to Medi-Cal
13 eligible persons served. In addition, Contractor shall work with the County's DBH to execute
14 the process if not currently certified by County for credentialing of staff. During this process, the
15 Contractor will obtain a legal entity number established by the DHCS, a requirement for
16 maintaining MHP organizational provider status throughout the term of this Agreement.
17 Contractor will be required to become Medi-Cal certified prior to providing services to Medi-Cal
18 eligible persons served and seeking reimbursement from the County. Contractor will not be
19 reimbursed by County for any services rendered prior to certification.

20 Contractor shall provide direct specialty mental health services in accordance with the
21 MHP. Contractor must comply with the set forth in Exhibit J, Fresno County Mental Health Plan
22 Compliance Program and Code of Conduct.

23 Contractor may provide direct specialty mental health services using unlicensed staff as
24 long as the individual is approved as a provider by the MHP, is supervised by licensed staff,
25 works within his/her scope and only delivers allowable direct specialty mental health services. It
26 is understood that each service is subject to audit for compliance with Federal and State
27 regulations, and that County may be making payments in advance of said review. In the event
28 that a service is disapproved, County may, at its sole discretion, withhold compensation or set

1 off from other payments due the amount of said disapproved services. Contractor shall be
2 responsible for audit exceptions to ineligible dates of services or incorrect application of
3 utilization review requirements.

4 **17.4 Network Adequacy.** The Contractor shall ensure that all services covered under this
5 Agreement are available and accessible to persons served in a timely manner and in
6 accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206
7 (a), (c)).

8 Contractor shall submit, when requested by County and in a manner and format
9 determined by the County, network adequacy certification information to the County, utilizing a
10 provided template or other designated format.

11 Contractor shall submit updated network adequacy information to the County any time
12 there has been a significant change that would affect the adequacy and capacity of services.

13 To the extent possible and appropriately consistent with Title 9 C.C.R., section 1830.225
14 and Title 42 C.F.R. section 438.3 (l), the Contractor shall provide a person served the ability to
15 choose the person providing services to them.

16 **17.5 Compliance Program, Including Fraud Prevention and Overpayments.**

17 Contractor shall have in place a compliance program designed to detect and prevent fraud,
18 waste and abuse, as per Title 42 C.F.R. section 438.608(a)(1), that must include:

19 (A) Written policies, procedures, and standards of conduct that articulate the
20 organization's commitment to comply with all applicable requirements and standards
21 under the Agreement, and all applicable federal and state requirements.

22 (B) A Compliance Office (CO) who is responsible for developing and implementing
23 policies, procedures, and practices designed to ensure compliance with the
24 requirements of this Agreement and who reports directly to the CEO and the Board of
25 Directors.

26 (C) A Regulatory Compliance Committee on the Board of Directors and at the senior
27 management level charged with overseeing the organization's compliance program and
28 its compliance with the requirements under the Agreement.

1 (D) A system for training and education for the Compliance Officer, the organization's
2 senior management, and the organization's employees for the federal and state
3 standards and requirements under the Agreement.

4 (E) Effective lines of communication between the Compliance Officer and the
5 organization's employees.

6 (F) Enforcement of standards through well-publicized disciplinary guidelines.

7 (G) The establishment and implementation of procedures and a system with
8 dedicated staff for routine internal monitoring and auditing of compliance risks, prompt
9 response to compliance issues as they are raised, investigation of potential compliance
10 problems as identified in the course of self-evaluation and audits, corrections of such
11 problems promptly and thoroughly to reduce the potential for recurrence and ongoing
12 compliance with the requirements under the Agreement.

13 (H) The requirement for prompt reporting and repayment of any overpayments
14 identified.

15 **17.6 Reporting.** Contractor must have administrative and management arrangements or
16 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
17 care funding. Contractor must report fraud and abuse information to the County including but
18 not limited to:

19 (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

20 (B) All overpayments identified or recovered, specifying the overpayment due to
21 potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

22 (C) Information about changes in a persons served's circumstances that may affect
23 the person served's eligibility including changes in their residence or the death of the
24 person served as per 42 C.F.R. § 438.608(a)(3).

25 (D) Information about a change in the Contractor's circumstances that may affect the
26 network provider's eligibility to participate in the managed care program, including the
27 termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
28

1 Contractor shall implement written policies that provide detailed information about the
2 False Claims Act (“Act”) and other federal and state laws described in section 1902(a)(68) of the
3 Act, including information about rights of employees to be protected as whistleblowers.

4 Contractor shall make prompt referral of any potential fraud, waste or abuse to County or
5 potential fraud directly to the State Medicaid Fraud Control Unit.

6 **17.7 Overpayments.** County may suspend payments to Contractor if DHCS or County
7 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
8 C.F.R. §438.608 (a)(8)).

9 Contractor shall report to County all identified overpayments and reason for the
10 overpayment, including overpayments due to potential fraud. Contractor shall return any
11 overpayments to the County within 60 calendar days after the date on which the overpayment
12 was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

13 **Article 18**

14 **Federal and State Laws**

15 **18.1 Confidentiality.** All services performed by Contractor under this Agreement shall be
16 in strict conformance with all applicable Federal and State laws and regulations relating to
17 confidentiality. Contractor and County mutually agree to maintain the confidentiality of records
18 and information of persons served in compliance with all applicable State and Federal statutes
19 and regulations, including, but not limited to, HIPAA, CMIA, California Welfare and Institutions
20 Code section 5328, FERPA, and related California Education Code sections. The Parties shall
21 inform all of their employees and agents who perform services under this Agreement of the
22 confidentiality provisions of all applicable statutes.

23 **18.2 HIPAA.** The County is a “Covered Entity,” and the Contractor is a “Business
24 Associate,” as these terms are defined by 45 CFR 160.103. As a Business Associate,
25 Contractor agrees to comply with the terms of Exhibit L to this Agreement, titled “Health
26 Insurance Portability and Accountability Act (HIPAA), Business Associate Agreement.”

27 **18.3 FERPA.** FERPA is found in Title 20 of the United States Code section 1232g and
28 Title 34 of the Code of Federal Regulations Part 99. FCSS is a “school district” as defined in

1 California Education Code section 49061 and must comply with California’s pupil records laws
2 as found in California Education Code sections 49060 et seq. and title 5 of the California Code
3 of Regulations sections 430 et seq. As such, FCSS agrees to use and disclose PII/pupil
4 records as allowed by law.

5 The Parties agree that County is a contractor within the meaning of FERPA to whom
6 FCSS has outsourced institutional services or functions that provide a legitimate educational
7 interest for sharing PII from pupil records in order to accomplish the functions, activities, or
8 services provided for in this Agreement. The uses and disclosures of PII may not be more
9 expansive than those afforded to FCSS employees. County shall comply with all rules and laws
10 related to contractors under FERPA. Contractor’s compliance with FERPA and the California
11 Education Code shall not conflict with its duties as a Business Associate.

12 18.4 **Physical Accessibility.** In accordance with the accessibility requirements of section
13 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
14 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
15 beneficiaries with physical or mental disabilities.

16 **Article 19**

17 **Data Security**

18 19.1 **Data Security Requirements.** Contractor shall comply with data security as
19 contained in State and Federal law, Contractor’s Superintendent and Board Policies.

20 **Article 20**

21 **Publicity Prohibition**

22 20.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
23 or indirectly under this Agreement shall be used for Contractor’s advertising, fundraising, or
24 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
25 promotion.

26 20.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
27 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
28 availability of such specific services when approved in advance by County’s DBH Director or

1 designee and at a cost to be provided in Exhibit F-2 for PEI and at Contractor's discretion for
2 SMHS for such items as written/printed materials, the use of media (i.e., radio, television,
3 newspapers), and any other related expense(s). Communication products must follow County
4 DBH graphic standards, including typefaces and colors, to communicate our authority and
5 project a unified brand. This includes all media types and channels and all materials on and
6 offline that are created as part of County DBH's efforts to provide information to the public.

7 **Article 21**

8 **Disclosure of Self-Dealing Transactions**

9 21.1 **Applicability.** This Article 21 applies only if the Contractor is operating as a
10 corporation, or changes its status to operate as a corporation, and it applies to Contractor's
11 subcontractors who provide services under this Agreement who operate as a corporation or
12 change their status to a corporation.

13 21.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
14 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
15 "Self-Dealing Transaction Disclosure Form" (Exhibit M to this Agreement) and submitting it to
16 the County before commencing the transaction or immediately after.

17 21.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
18 a party and in which one or more of its directors, as an individual, has a material financial
19 interest.

20 **Article 22**

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

22 22.1 **Applicability.** This provision is only applicable if Contractor, or any of Contractor's
23 subcontractors who provide services related to this Agreement, is disclosing entities, fiscal
24 agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.), Title 42
25 §§ 455.101, 455.104 and 455.106(a)(1),(2).

26 22.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
27 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
28 Exhibit N:

1 (A) Disclosure of 5% or More Ownership Interest:

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

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

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

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

17 (B) Disclosures Related to Business Transactions:

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

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

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

25 (1) The identity of any person who has an ownership or control interest in the
26 provider or is an agent or managing employee of the provider who has been
27 convicted of a criminal offense related to that person's involvement in any program
28

1 under the Medicare, Medicaid, or the Title XXI services program since the inception
2 of those programs. (42 C.F.R. § 455.106.)

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

7 Contractor must provide disclosure upon execution of Contract, extension for renewal, and
8 within 35 days after any change in Contractor ownership or upon request of County. County
9 may refuse to enter into an agreement or terminate an existing agreement with Contractor if
10 Contractor fails to disclose ownership and control interest information, information related to
11 business transactions and information on persons convicted of crimes, or if Contractor did not
12 fully and accurately make the disclosure as required.

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

17 **22.3 Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to
18 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this
19 Agreement where any person with five (5) percent or greater direct or indirect ownership interest
20 in Contractor has been convicted of a criminal offense related to that person's involvement with
21 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate
22 this Agreement where any person with five (5) percent or greater direct or indirect ownership
23 interest in the Contractor did not submit timely and accurate information and cooperate with any
24 screening method required in CFR, Title 42, Section 455.416

25 **Article 23**

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

27 **23.1 Applicability.** This section is applicable only if Contractor or Contractor's
28 subcontractors who provides services under this Agreement is a corporation. Contractor is

1 required to disclose if any of the following conditions apply to them, their owners, officers,
2 corporate managers, partners, or any of Contractor's subcontractors who provide services
3 related to this Agreement:

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

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

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

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

11 or

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

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

15 **23.2 Duty to Disclose.** Disclosure of the above information will not automatically
16 eliminate Contractor from further business consideration. The information will be considered as
17 part of the determination of whether to continue and/or renew this Agreement and any additional
18 information or explanation that Contractor elects to submit with the disclosed information will be
19 considered. If it is later determined that the Contractor failed to disclose required information,
20 any contract awarded to such Contractor may be immediately voided and terminated for
21 material failure to comply with the terms and conditions of the award.

22 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other
23 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit O attached
24 hereto and by this reference incorporated herein. Additionally, Contractor must immediately
25 advise the County in writing if, during the term of the Agreement: (1) Contractor becomes
26 suspended, debarred, excluded or ineligible for participation in Federal or State funded
27 programs or from receiving federal funds as listed in the excluded parties list system
28 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Contractor.

1 Contractor shall indemnify, defend, and hold County harmless for any loss or damage resulting
2 from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed
3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

4 **Article 24**

5 **Cultural and Linguistic Competency**

6 24.1 **General.** All services, policies and procedures must be culturally and linguistically
7 appropriate. Contractor must participate in the implementation of the most recent Cultural
8 Competency Plan for the County and shall adhere to all cultural competency standards and
9 requirements. Contractor shall participate in the County's efforts to promote the delivery of
10 services in a culturally competent and equitable manner to all individuals, including those with
11 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
12 regardless of gender, sexual orientation, or gender identity including active participation in the
13 County's Diversity, Equity and Inclusion Committee.

14 24.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
15 procedures for ensuring access and appropriate use of trained interpreters and material
16 translation services for all limited and/or no English proficient beneficiaries, including, but not
17 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
18 policies and procedures, and monitoring its language assistance program. Contractor's policies
19 and procedures shall ensure compliance of any subcontracted providers with these
20 requirements.

21 24.3 **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation
22 is available for any language and written translation is available in prevalent languages and that
23 auxiliary aids and services are available upon request, at no cost and in a timely manner for
24 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.
25 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to
26 interpret or facilitate communication; however, if the beneficiary refuses language assistance
27 services, the Contractor must document the offer, refusal, and justification in the beneficiary's
28 file.

1 **24.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,
2 subcontractors, and/or partners who interpret or translate for a beneficiary or who directly
3 communicate with a beneficiary in a language other than English (1) have completed annual
4 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the
5 beneficiary's language; (3) can effectively communicate any specialized terms and concepts
6 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic
7 principles. As requested by County, Contractor shall identify all who interpret for or provide
8 direct communication to any program beneficiary in a language other than English and identify
9 when the Contractor last monitored the interpreter for language competence.

10 **24.5 CLAS Standards.** Contractor shall submit to County for approval, within ninety (90)
11 days from date of the full execution of this Agreement, Contractor's plan to address all fifteen
12 (15) National Standards for Culturally and Linguistically Appropriate Service (CLAS), as
13 published by the Office of Minority Health and as set forth in Exhibit P "National Standards For
14 Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care".. As the
15 CLAS standards are updated, Contractor's plan must be updated accordingly. As requested by
16 County, Contractor shall be responsible for conducting an annual CLAS self-assessment and
17 providing the results of the self-assessment to the County. The annual CLAS self-assessment
18 instruments shall be reviewed by the County and revised as necessary to meet the approval of
19 the County.

20 **24.6 Training Requirements.** Cultural competency training for Contractor staff should be
21 substantively integrated into health professions education and training at all levels, both
22 academically and functionally, including core curriculum, professional licensure, and continuing
23 professional development programs. As requested by County, Contractor shall report on the
24 completion of cultural competency trainings to ensure direct service providers are completing a
25 minimum of twelve (12) hours of annual cultural competency training.

26 **24.7 Continuing Cultural Competence.** Contractor shall create and sustain a forum that
27 includes staff at all agency levels to discuss cultural competence. Contractor shall designate a
28

1 representative from Contractor's team to attend County's Diversity, Equity and Inclusion
2 Committee.

3 **Article 25**

4 **General Terms**

5 25.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
6 Agreement may not be modified, and no waiver is effective, except by written agreement signed
7 by both Parties. The Contractor acknowledges that County employees have no authority to
8 modify this Agreement except as expressly provided in this Agreement.

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

16 (B) In addition, changes to line items and expense category subtotals, as set forth in
17 Exhibit F, that when added together during the term of the Agreement do not exceed ten
18 percent (10%) of the total maximum compensation payable to Contractor, may be made
19 with the written approval of Contractor and County's DBH Director or designee. Changes
20 to service rates on Exhibit F that do not exceed 3% of the approved rate, or that are
21 needed to accommodate state-mandated rate increases, may be made with the written
22 approval of the County's DBH Director or designee. These rate changes may not add or
23 alter any other terms or conditions of the Agreement. Said modifications shall not result
24 in any change to the maximum compensation amount payable to Contractor, as stated
25 herein.

26 25.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
27 under this Agreement without the prior written consent of the other party.
28

1 25.3 **Governing Law.** The laws of the United States of America and the State of
2 California govern all matters arising from or related to this Agreement.

3 25.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 25.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either Party.

11 25.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 25.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 25.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original
18 intent.

19 25.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and Federal statutes and regulations.

25 Contractor shall take affirmative action to ensure that services to intended Medi-Cal
26 beneficiaries are provided without use of any policy or practice that has the effect of
27 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic
28 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,

1 genetic information, health status or need for health care services, or mental or physical
2 disability.

3 25.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
4 of the Contractor under this Agreement on any one or more occasions is not a waiver of
5 performance of any continuing or other obligation of the Contractor and does not prohibit
6 enforcement by the County of any obligation on any other occasion.

7 25.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
8 between the Contractor and the County with respect to the subject matter of this Agreement.
9 The exhibits are incorporated herein by reference. This Agreement supersedes all previous
10 negotiations, proposals, commitments, and understandings of any nature related to County
11 Agreement No. 18-308 unless those things are expressly included in this Agreement.
12 Additionally, if there is any inconsistency between the terms of this Agreement without its
13 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
14 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
15 exhibits. Any references to County Agreement No. 18-308 in other Agreements and related
16 Amendments between County and Contractor that are not included for historical purposes shall
17 now refer to this Agreement without any need to amend the other Agreements and related
18 Amendments.

19 25.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
20 create any rights or obligations for any person or entity except for the Parties. However, this
21 Agreement does not prohibit Contractor from contracting with a third-party, pursuant to Section
22 9.7, to accomplish the Scope of Work contained in Exhibits A 1 and A-2 and/or other obligations
23 under this Agreement.

24 25.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

4 25.14 **Electronic Signatures.** The Parties agree that this Agreement may be executed by
5 electronic signature as provided in this Section.

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

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

16 (C) The provisions of this Section 25.41 satisfy the requirements of Civil Code
17 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
18 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 25.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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

Fresno County Superintendent of Schools

COUNTY OF FRESNO



Dr. Michelle Cantwell-Copher,
Superintendent
1111 Van Ness Avenue
Fresno, CA 93711
Contact/Phone: 559-265-3010



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 
Deputy

For accounting use only:

Org No.: 56304329/4330
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A-1

SCHOOL, HOME, AND COMMUNITY BASED SPECIALTY MENTAL HEALTH TREATMENT SERVICES TO CHILDREN/YOUTH

SCOPE OF WORK

ORGANIZATION: Fresno County Superintendent of Schools

ADDRESS: 1111 Van Ness Avenue, Fresno, CA, 93721

SERVICES: **School, Home, and Community Based Specialty Mental Health Treatment Services for Ages 0-22**

PROGRAM NAME: All 4 Youth

TELEPHONE: (559) 265-3010

CONTACT PERSON: Dr. Michelle Cantwell-Copher, Superintendent of Schools

I. SCHEDULE OF SERVICES:

Services are available to be provided Monday through Friday between 7:00 AM to 7:00 PM. Public posted hours may differ are generally Monday through Friday between 7:30 AM to 4:30 PM. Operational hours flexible to meet needs of youth and families who are unavailable during standard business hours, including scheduled appointments on Saturdays and Sundays as needed. Access to school sites during summer as needed. Services during summer provided in-home as needed.

II. TARGET POPULATION:

Contractor shall provide specialty mental health medically necessary treatment services to youth, ages 0-22, with serious emotional disturbance (SED) and their families.

Youth who are characterized by having difficulty with social/emotional/behaviors, and such difficulties are impacting their ability to cope with the school and/or home environment. These characteristics may be impacting their relationships with others, their ability to make progress at school and their overall health and well-being.

Target population: Medi-Cal beneficiaries with SED

Referral Sources: Referrals from school staff, County, DBH staff, self-referral, family member, community member, or any agency member in the community.

The target population shall include youth who are at-risk of involvement, or are currently involved in the juvenile justice system, and have significant family conflict. Additionally, services shall be provided to clients/families in rural/metro areas; clients/families that have no or limited means of payment for services; clients/families who have traditionally been reluctant to seek services from traditional mental health settings; and clients/families who are in danger of homelessness, hospitalizations, out of home placements, emergency room visits.

Exhibit A-1

1 **III. PROJECT DESCRIPTION:**

2 Contractor shall provide one integrated system of behavioral health services. Contractor shall
3 reduce barrier to access. Services shall be readily accessible in a continuum of care.
4 Effectively provide access to the full continuum of behavioral health services for all children
5 and families of Fresno County. A vision where all children's behavioral health needs are met
6 and all children and families will have access to a seamless system that promotes a positive
7 healthy environment in which to live and learn and to provide access for all children.

8 Contractor shall provide a full array of specialty mental health outpatient treatment services,
9 including intensive case management, Intensive Care Coordination (ICC), Intensive Home
10 Based Services (IHBS), rehabilitation, collateral, mental health therapy services, group
11 therapy, crisis services, medication support services, outreach and advocacy services.

12 Contractor providing specialty mental health services, shall provide services pursuant to and
13 in accordance with the County's Managed Care Fresno County Mental Health Plan (FCMHP)
14 Organizational Provider Manual, the FCMHP Clinical Documentation and Billing Manual, and
15 in accordance with the Medicaid Managed care (MMC) Final Rule regulations, all referenced
16 herein, and accessible via the following website: Managed Care | County of Fresno

17 It is the expectation of the County that Contractor provide timely access to services that meet
18 the State of California standards for care guidelines. Network adequacy standards for access
19 to services and time and distance requirements under the Managed Care Final Rule must be
20 applied. Contractor shall provide services in accordance with State of California MHSUDS IN
21 No. 18-011. Services can be delivered in the school, home, office sites, community, or other
22 community-based settings. Telehealth, mobile services, and co-location in natural supports
23 and gathering places for the intended population are additional options. Contractor shall
24 provide mental health services (non-urgent services) within 10 business days from first
25 request/referral of services to first appointment. Contractor shall provide psychiatry services
26 within 15 business days from first request/referral to first appointment. Contractor shall
27 provide urgent services within 48 hours or as soon as needed based on each client's needs.
28 In addition, the location of services shall be within 45 miles or 75 minutes from the
beneficiary's/clients place of residence. Contractor shall track timeliness of services to clients
and provide a monthly report showing the monitoring or tracking tool that captures this data.

Contractor shall provide Intensive Care Coordination (ICC) and Intensive Home Based
Services (IHBS) services to clients/beneficiaries under age 21 who are eligible for the full
scope of Medi-Cal services and meet the medical necessity criteria for Specialty Mental
Health Services and youth as required by State of California guidelines for services to children
and youth. ICC and IHBS services shall be provided in accordance with State of California
MHSUDS IN No. 16-004. Services shall be coordinated, comprehensive, and community-
based for children and youth with more intensive needs and client shall receive ICC and IHBS
in their own home or in the most homelike setting appropriate to their needs.

The DHCS has selected the Pediatric Symptom Checklist (PSC-35) and the Child and
Adolescents Needs and Strengths (CANS) tools to measure child and youth functioning, as
intended by Welfare and Institutions Code Section 14707.5. Contractor shall provide services
and utilize the CANS-50 and PSC-35 outcomes measurement tools in accordance with State
of California MHSUDS Info Notice No. 17-052. The CANS is a structured assessment used for
identifying youth and family actionable needs and useful strengths. It provides a framework for
developing and communicating about a shared vision and uses youth and family information

Exhibit A-1

1 to inform planning, support decisions, and monitor outcomes. Contractor shall complete the
2 California Child and Adolescent Needs and Strengths (CANS) through a collaborative
3 process, which includes children, and youth ages 6 up to age 21, and their caregivers (at a
4 minimum). The PSC-35 is a psychosocial screening tool designed to facilitate the recognition
5 of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated
6 as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for
7 children and youth ages 3 up to age 18. These functional assessment tools need to be
8 completed at the beginning of treatment, every six months following the first administration,
9 and at the end of treatment.

10 The determination of which services and supports are to be provided to each client/family
11 shall be made on the basis of the individual services and supports plan, or plan of care, which
12 is created by the client/family and the Contractor staff.

13 An individual services and supports plan is a plan developed to identify the individual's goals
14 and describe the array of services and supports necessary to advance these goals based on
15 the client's needs and preferences and, when appropriate, the needs and preferences of the
16 client's family.

17 The concepts of wellness and recovery shall be embedded in this program through all
18 interventions that will focus on the strengths of the family and work toward the goal of
19 enhancing those strengths and self-sufficiency.

20 Contractor shall provide services that will encourage clients and families to achieve wellness
21 and recovery. As clients and families advance in the program they will be able to reach a
22 level of wellness and recovery that should allow them to successfully discharge from the
23 program or move to a lower level of service. Contractor shall make appropriate decisions that
24 allow it to efficiently serve enrolled clients and families and those that are on a waiting list for
25 services.

26 **MHSA – CCS Funds**

27 Since part of the funding for this specialty mental health treatment services scope of work is
28 based on MHSA Community Services and Support Funds (CSS) funding, Contractor shall
follow all requirements of a CSS program under the Mental Health Services Act (MHSA) as
defined in the current MHSA CSS Regulations.

Contractor shall collect all data and fulfill all reporting requirements as specified in the
applicable MHSA CSS regulations related to the program type, strategies, and standards
indicated above or as indicated in MHSA regulations. Contractor shall work with County to
ensure data, outcomes, and reports are included in all required MHSA reports, plans, and
updates.

Current MHSA Regulations can be found at the following website:

[Mental Health Services Oversight & Accountability Commission \(MHSOAC\) - State of California](#)

Contractor shall understand all MHSA CSS regulations to ensure they have the organizational
capacity to record, track, and report all required elements.

Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff
from County's DBH to discuss MHSA requirements, data reporting, training, policies and

Exhibit A-1

1 procedures, overall program operations and any problems or foreseeable problems that may
2 arise.

3 The Five (5) Core MHSA Concepts to be embedded in each program consist of;

4 Concept 1: Recovery/resiliency orientation:

5 Programs shall embody the values of recovery and resiliency (i.e., hope, personal
6 responsibility, self-advocacy, choice, respect) and the program principles of recovery and
7 resiliency, including:

- 8 • Client-driven goal setting
- 9 • Providers are allies to the person served's recovery process.
- 10 • A harm-reduction approach to substance abuse that encourages recovery and
11 abstinence but does not penalize consumers or withdraw help from them if they are
12 using.
- 13 • A built-in understanding and expectation of setbacks as part of recovery.
- 14 • Links to a range of services that are part of the consumers "pathway to wellness" (i.e.,
15 employment, health care, peer support, housing, medications, food and clothing)

16 Concept 2: Cultural Competence Orientation: The program's structure, staffing and service
17 delivery values will reflect the cultural values and orientation of the program's target
18 populations.

19 The program will embody principals of cultural competence including:

- 20 • Diverse staff, representative of the primary ethnic groups to be reached through the
21 program
- 22 • Staff trained regarding common access barriers for racial and ethnic groups targeted
23 (including the impact of housing discrimination)
- 24 • Links to community-based organizations that share the healing beliefs and practices of
25 ethnic communities served by the Program.

26 Contractor's program must also be able to deal with gender and sexual orientation diversity.
27 Training in sensitivity to gender and sexuality issues is a key component for staff on the
28 Team.

29 Concept 3: Community Collaboration: Collaborations ensure that community resources are
30 made available to enrollees. These collaborations include subcontracts between the
31 Contractor and other agencies, memoranda of understanding with community non-profits and
32 businesses regarding providing services to clients, and informal relationships built between
33 Contractor staff and community stakeholders that result in improved access and decreased
34 discrimination.

35 Concept 4: Client/Family Driven Program: Treatment decisions and planning shall be
36 developed in collaboration with the youth, their family and any other relevant support persons.

Exhibit A-1

1 Goals that are set in partnership with the youth and their families will empower and strengthen
2 the relationship between the provider and the person served. The youth/family needs and
3 preferences drive the decisions that will affect them.

4 Concept 5: Integrated Service Experience: Programs were incorporated into the MHSA to
5 ensure that these dollars funded “integrated service experiences.” This means that services
6 are “seamless” to clients and that clients do not have to negotiate multiple agencies and
7 funding sources to get critical needs met and to move towards recovery and develop
8 resiliency. Services are delivered, or at a minimum, coordinated through a single agency or a
9 system of care. The integrated service experience centers on the individual/family, uses a
10 strength-based approach, and includes multi-agency programs and joint planning to best
11 address the individual/family’s needs using the full range of community-based treatment, case
12 management, and interagency system components required by children/transition age
13 youth/adults/older adults.

9 **IV. Cultural Competency:**

10 A. Contractor shall provide the following as it relates to cultural competency services:

- 11 • Contractor shall recruit and hire staff that have demonstrated experience working
12 with the Latino, African American, Southeast Asian, Native American, Punjabi, and
13 other minority populations and have knowledge about the culture of these targeted
14 groups as well as other diverse communities.
- 15 • Contractor’s staff shall attend annual trainings on cultural competency, awareness,
16 and diversity as provided by Contractor. Contractor’s staff shall be appropriately
17 trained in providing services in a culturally sensitive manner.
- 18 • Contractor’s staff shall attend civil rights training as provided by Contractor.
- 19 • Contractor shall hire bilingual staff. At a minimum, Contractor shall hire staff
20 competent in Spanish and Hmong as these are the identified threshold languages
21 in Fresno County.
- 22 • Contractor shall secure the services of trained translators/interpreters as may be
23 necessary. Translators/interpreters may prove invaluable for languages such as
24 Cambodian, Russian, Arabic, Armenian, Punjabi, and others.
25 Translators/interpreters shall be appropriately trained in providing services in a
26 culturally sensitive manner.
- 27 • Contractor shall provide services by placing importance on traditional values,
28 beliefs and family histories. Cultural values and traditions offer special strengths in
treating clients and this should help guide health care messages and wellness and
recovery plans.
- Contractor shall provide services within the most relevant and meaningful cultural,
gender-sensitive, and age-appropriate context for the target population.
- Contractor shall develop plans to continually engage targeted populations.

Exhibit A-1

- 1 • Contractor shall recruit and hire client/family members. Regarding the recruitment
2 of client/family members, the Contractor will be able to consult with the County's
3 DBH.
- 4 • Contractor shall distribute literature/informational brochures in appropriate
5 languages and request feedback as to how access to care could be improved for
6 these culturally diverse communities.
- 7 • Contractor shall conduct an annual cultural competency self-assessment and
8 provide the results of said self-assessment to the County. The annual cultural
9 competency self-assessment instruments shall be reviewed by the County and
10 revised as necessary to meet the approval of the County. The Contractor can
11 create their own cultural competency self-assessment tools or utilize instruments to
12 be provided by County.
- 13 • Contractor shall provide services throughout Fresno County in the community and
14 home as needed, to increase the frequency of clients obtaining needed services as
15 some children/families are reluctant to seek services at school sites.
- 16 • Contractor shall promote system of care accountability for performance outcomes
17 which enable children and their families to live independently, work, maintain
18 community supports, stay in good health, and avoid substance abuse and
19 incarceration.
- 20 • Contractor shall develop individual services and supports plans which are flexible
21 and open to meet the unique needs of the targeted populations.
- 22 • Contractor shall provide family support and the creation of family partnerships
23 utilizing peer support for families and parenting support.
- 24 • Contractor shall establish culturally specific multidisciplinary treatment teams
25 responsible for assuring and providing needed services.
- 26 • Contractor shall provide parenting groups that are conducted in the preferred
27 language of the participant client/families.
- 28 • Contractor's staff will be trained to keep an open mind and maintain non-
judgmental interaction with clients/families.
- Contractor, when developing program services and service delivery approaches,
shall seek to hire and train staff and community stakeholders (i.e., consumers,
family members, etc.) that are providing services to consumers and families on
appropriate methods and approaches to delivering gender and age specific
services.
- Contractor's hiring and contracting practices shall be based on local data and
reflect the needs of the population to be served.
- Contractor shall attend the County's DBH Cultural Humility Committee monthly
meetings, maintain its own cultural competence oversight committee, and develop
a cultural competency plan to address and evaluate cultural competency issues.

Exhibit A-1

- 1 • County shall provide technical assistance and demographic data to Contractor in
2 relation to cultural competency planning.
- 3 • Contractor shall train staff on best practice for utilizing interpreters to ensure
4 effective communication with monolingual consumers and families to assist in the
5 delivery of culturally/linguistically appropriate services.

6 **V. COUNTY RESPONSIBILITIES:**

7 A. County shall:

- 8 1. Provide oversight, through County's DBH Director, or designee, and collaborate
9 with Contractor and other County Departments and community agencies to help
10 achieve State program goals and outcomes. In addition to Agreement monitoring
11 of program(s), oversight includes, but not limited to, coordination with the DHCS in
12 regard to program administration and outcomes.
- 13 2. Assist the Contractor in making linkages with the total mental health system. This
14 will be accomplished through regularly scheduled meetings as well as formal and
15 informal consultation.
- 16 3. Participate in evaluating the progress of the overall program and the efficiency of
17 collaboration with Contractor's staff and will be available to the Contractor for
18 ongoing consultation.
- 19 4. Gather outcome information from Contractor throughout each term of this
20 Agreement. County DBH staff shall notify the Contractor when its participation is
21 required. The performance outcome measurement process will not be limited to
22 survey instruments but will also include, as appropriate, client and staff interviews,
23 chart reviews, and other methods of obtaining required information.
- 24 5. Assist the Contractor's efforts towards cultural and linguistic competency by
25 providing the following to Contractor:
 - 26 a. Technical assistance and training regarding cultural competency requirements.
 - 27 b. Mandatory cultural competency training for Contractor personnel, at minimum
28 once per year.
 - c. Technical assistance for translating information into County's threshold
languages (Spanish and Hmong). Translation services and costs associated
will be the responsibility of the Contractor.

VI. **Performance Outcome Measures**

Contractor is required to submit measurable outcomes on an annual basis, as identified in the Departments *Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, attached hereto and referenced herein as Exhibit E*. Performance outcomes measures must be approved by the Department and satisfy all State and local mandates. The Department will provide technical assistance and support in defining measurable

Exhibit A-1

1 outcomes. The domains are *Effectiveness*, *Efficiency*, *Access*, and *Satisfaction*. These are
2 defined and listed below.

3 The Fresno County Department of Behavioral Health collects data about the characteristics
4 of the persons served and measures service delivery performance indicators in each of the
5 following Domains: At minimum, one performance indicator will be identified for each of the
6 four domains listed below.

- 7
1. **Effectiveness:** A performance dimension that assesses the degree to which an
8 intervention or services have achieved the desired outcome/result/quality of care through
9 measuring change over time. The results achieved and outcomes observed are for
10 persons served.

11 *Examples of indicators include:* Persons get a job with benefits, or receive supports
12 needed to live in the community, increased function, activities, or participation, and
13 improvement of health, employment/earnings, or plan of care goal attainment.

2. **Efficiency:** Relationship between results and resources used, such as time, money, and
14 staff. The demonstration of the relationship between results and the resources used to
15 achieve them. A performance dimension addressing the relationship between the
16 outputs/results and the resources used to deliver the service.

17 *Examples of indicators include:* Direct staff cost per person served, amount of time it
18 takes to achieve an outcome, gain in scores per days of service, service hours per
19 person achieving some positive outcome, total budget (actual cost) per person served,
20 length of stay and direct service hours of clinical and medical staff.

3. **Access:** Organizations' capacity to provide services of those who desire or need
21 services. Barriers or lack thereof for persons obtaining services. The ability of clients to
22 receive the right service at the right time. A performance dimension addressing the
23 degree to which a person needing services is able to access those services.

24 *Examples of indicators include:* Timeliness of program entry (From 1st request for service
25 to 1st offered and accepted service), ongoing wait times/wait lists, minimizing barriers to
26 getting services, and no-show/cancellation rates.

4. **Satisfaction:** Satisfaction Measures are usually orientated towards consumers, family,
27 staff, and stakeholders. The degree to which clients, the County and other stakeholders
28 are satisfied with services. A performance dimension that describes reports or ratings
from persons served about services received from an organization.

Examples of indicators include: opinion of persons served or other key stakeholders in
regards to access, process, or outcome of services received, Consumer and/or
Treatment Perception Survey.

Data Collection

1. Data collection and evaluation methods may include, but are not limited to, staff,
participant, and family interviews; and case file reviews.

Exhibit A-1

2. Contractor shall also conduct consumer satisfaction surveys to see if there is a strong correlation of the efficacy of the evidence-based program with specific ethnicities and languages as well as to identify gaps in meeting cultural needs of clients/families, if any.
3. Contractor shall ensure all program clients/families participate in the semi-annual State Performance Outcomes Quality Improvement (POQI) survey. POQI surveys will be distributed to all active clients/families to fill out and return to CONTRACTOR.
4. Contractor shall collect data regarding the ethnicity and language of each client/family receiving services as well as directing staff to follow-up with the culturally diverse clients/families for suggestions on how to improve the programs and also how to help make the programs more culturally relevant.
5. Contractor shall maintain all client data in electronic case records. Contractor shall have established policies and procedures for data collection and client confidentiality.

Performance Goals

Contractor's performance shall also be evaluated according to it's scope of work goals and effectiveness indicator's stated in Exhibit E.

Other goals that Contractor shall be evaluated on by County DBH utilizing the following performance outcomes:

<u>Goal/Objective 1:</u>	Increase the delivery of mental health treatment services to unserved and underserved clients and families with limited or no means of payment.
<u>Goal/Objective 2:</u>	Identify and build upon individual and family strengths and assets to help parents and children develop new skills to enhance family cohesion.
<u>Outcome 2:</u>	Clients will gain skills to reduce family conflict and the ability to identify familial strengths.
<u>Outcome 3:</u>	Clients will gain self confidence, increased ability to handle anger and manage difficult situations, and experience improved individual functioning.
<u>Outcome Indicator 3A:</u>	85% of the clients that participate in the program will report functional improvement measured by CANS (Child/Adolescent Needs and Strengths) scores.
<u>Outcome Indicator 3B:</u>	50% of the clients that complete the program will report a decrease in school problems between start of program and end of program.

Exhibit A-1

1 2	<u>Outcome Indicator 3C:</u>	50% of the clients that complete the program will report a decrease in inpatient mental health crisis visits between start of program and end of program.
3 4	<u>Outcome Indicator 3D:</u>	50% of the clients that complete the program will report a decrease in recidivism into the Juvenile Justice System between start of program and end of program.
5 6 7 8	<u>Outcome Indicator 3E:</u>	85% of the clients participating in the program that are diagnosed with mental health disorders, e.g., conduct disorder, oppositional defiant disorder, disruptive behavior disorder, etc., when they begin the program will report improvement after successfully completing the program.
9 10	<u>Outcome Indicator 4:</u>	At a minimum, 80% of clients/families will report their satisfaction with program services on the Contractor's consumer satisfaction surveys, and the semi-annual State POQI survey.

Reports

- 13 1. Contractor shall prepare an evaluation report annually and submit to the County's
14 DBH, and make said reports available to partnering and interested local agencies
15 and organizations such as the project collaborators, other community agencies and
16 mental health treatment providers. Each annual evaluation report will include the
17 following information: demographics of the target population served, services
18 provided to each participant, number of hospitalizations, enrollment in school, results
19 of data analysis compared to planned process, output and outcome measures,
20 barriers to program implementation and measures taken to overcome those barriers,
21 accomplishments of program participants, lessons learned, and the final result of any
22 and all satisfactory survey(s).
- 23 2. Contractor shall be expected to comply with all Agreement monitoring and
24 compliance protocols, procedures, data collection methods, and reporting
25 requirements conducted by the County.
- 26 3. Additional reports/outcomes may also be requested by the County's Department of
27 Behavioral Health, based on among other things, identification of client/family
28 specific needs as well as State required reports/outcomes as needed.

VII. Transition Optimization Funds

- 24 A. One-time Transition Optimization Funds will be available to specialty mental health
25 providers and Drug Medi-Cal providers within FY 2023-24 to encourage Contractors to
26 identify and implement organization changes during the first year of CalAIM Payment
27 Reform to improve outcomes for persons served and create operational efficiencies.
28 Contractor is expected to utilize the strategies, tools and knowledge learned to their
programming and continue to improve services for the population served.
- B. Funding Allocation Methodology

Exhibit A-1

- 1 • Each participating contractor is eligible to apply for an allocation of Transition
2 Optimization Funds up to the maximum amounts stated in Article 4 of the
3 Agreement and further described below. Transition optimization funds will only be
4 available from July 1, 2023 through June 30, 2024 and payments shall be on a
5 quarterly basis.
- 6 • Payments will be disbursed upon review and approval by County's DBH of each
7 deliverable described below. Quarterly progress reports shall be submitted to
8 County's DBH in order to show progress as outlined in the submitted plans and
9 deliverables.
- 10 • Payments will be dependent on Contractor demonstrating progress toward meeting
11 deliverables described in this exhibit. Contractors who fail to submit progress
12 reports by stated deadlines, or who do not demonstrate adequate progress made,
13 may be determined ineligible for that quarter's payment at the sole discretion of the
14 County.
- 15 • All invoices will be submitted on a quarterly basis within fifteen (15) days following
16 the end of the quarter. Invoices submitted thereafter may not be eligible for
17 payment.

C. Responsibilities

- 18 • Letter of Intent
 - 19 ○ Contractor shall submit a letter of intent to County's DBH by July
20 31, 2023 identifying the selected Transition Optimization
21 Activity(ies) and commitment to meet the deliverable deadlines
22 as described below. The letter shall include all current Medi-Cal
23 billable specialty mental health and substance use disorder
24 services agreements the Contractor has with the County.
 - 25 ○ The County shall respond to the Contractor's letter of intent
26 within 30 days. The County's response shall include a
27 breakdown of anticipated payments, as determined by the
28 County, depending on the Transition Optimization Activity(ies)
chosen and depending on the number of current Medi-Cal
billable specialty mental health and substance use disorder
services agreements the Contractor has with the County.
- Quarterly Reports
 - Contractor shall submit quarterly progress reports and invoices.
Reports shall be submitted on the dates indicated in the
Schedule of Deliverables below. Invoices are due 15 days after
the end of each quarter. All activities shall be completed by June
30, 2024. The report shall include updated plans/tools and
progress Contractor has made toward the Transition
Optimization Activity(ies) described in each Contractors' letter of
intent.

Exhibit A-1

- 1 • Schedule of Deliverables: Equity Gap Analysis, Fiscal Monitoring Tool, and
2 Electronic Health Record
 - 3 ○ Q1 Reports: July-Sept:
 - 4 a. Letter of Intent: Due July 31, 2023
 - 5 b. Fiscal Monitoring Tool, Equity Gap Analysis, and
6 Electronic Health Record Implementation Plans (if
7 applicable): Due September 30, 2023
 - 8 c. Fiscal Monitoring Tool Identified Practices and Strategies
9 (if applicable): Due September 30, 2023
 - 10 ○ Q2 Report: Oct-Dec: Due January 15, 2024
 - 11 ○ Q3 Report: Jan-Mar: Due April 15, 2024
 - 12 ○ Q4 Report: Apr-June: Due July 15, 2024
- 13 • All deliverables will be reviewed and approved by County's DBH prior to payment.

D. Eligible Transition Optimization Activities:

- 14 (1) **Fiscal Monitoring Tools**: Contractor shall submit to County's DBH a draft of their
15 fiscal monitoring tool that shall be used monthly on an ongoing basis to evaluate
16 fiscal health of the organization. Tools shall, at a minimum, monitor costs,
17 productivity targets and identify one or more practice pattern(s) the organization is
18 employing to increase direct care time to the Medi-Cal population.
 - 19 • Fiscal Monitoring Tools and Implementation Plan: Contractor shall develop
20 fiscal monitoring tools that will be used monthly to ensure their organizational
21 fiscal health and implementation plan. Fiscal monitoring tools drafts and
22 implementation plan shall be submitted to County's DBH by September 30,
23 2023.
 - 24 ○ Identified Practice: Identify at least one process improvement
25 that shall be modified by September 30, 2023.
 - 26 • Quarterly Progress Reports: Quarterly progress reports shall be submitted
27 including but not limited to a narrative of progress, obstacles, alternative
28 solutions and outcomes.
 - Funding for this activity shall be available up to \$25,000 for the initial
agreement with Contractor and up to another \$10,000 for each additional
agreement. County shall provide further details on deliverables and payment
schedule in County's response to the Contractor's letter of intent.
- (2) **Equity Gap Analysis**: Contractor shall produce a report identifying the
race/ethnicity of population served in fiscal year 2022-23 compared to the County's
population as provided by the County. Contractor shall identify key disparities in
both persons served and amount of services and frequency of transitions to other

Exhibit A-1

1 levels of care received. Contractor shall identify three (3) strategies they shall
2 employ during FY 2023-24 to reduce the disparities among underserved
3 population.

- 4 • Report on Underserved Population: Contractor shall submit an Equity Gap
5 Report to the Department containing including, but not limited to, the following:
 - 6 ○ Identify if it serves specific population within its program(s) and
7 identify whom the program(s) currently served based on data.
 - 8 ○ Staffing/workforce information and demographics. Report the
9 staffing/workforce supporting the different programs and
10 populations served by the provider in Fresno County. This data is
11 to evaluate how the staffing reflects the populations it is serving.
 - 12 ○ Comparison of the County penetration rates to the demographics
13 of persons served by the Contractor and program(s) under
14 agreement with County's DBH.
 - 15 ○ Data on retention of persons served by demographics. Total
16 persons served and the average length of stay by demographics
17 of the persons served in programs.
 - 18 ○ Which populations are remaining in the programs by
19 demographics, which ones are having the shortest stays.
 - 20 ○ How long is the average length of stay by the demographics.
 - 21 ○ Identify what data points the Contractor is missing at this time
22 that challenges its ability to thoroughly assess its equity gap
23 analysis. Examples: Data is not collected, Data that is missing or
24 under reported, data not captured in its processes, etc.
- 25 • Equity Improvement Implementation Plan: Contractor shall submit an Equity
26 Improvement Implementation Plan related to improving health equity by
27 September 30, 2023. The plan shall include the following items at a minimum:
 - 28 ○ Contractor shall select three strategies from below:
 - a. Plan shall include specific efforts including, but not limited
to, the following and timelines to increase access to
underserved groups.
 - b. Outreach/Engagement with underserved communities
 - c. Active attendance/participation in County DBH's Diversity
Equity and Inclusion (DEI) workgroup
 - d. Plan for retention of persons served in programs who are
underrepresented
 - e. Improvement of demographic data collection including
Sexual Orientation Gender Identity (SOGI)/LGBTQ data

Exhibit A-1

- 1 ○ Plan shall address workforce capacity to render services to more
2 underserved populations, through:
- 3 a. Development of bilingual personnel
- 4 b. Recruitment plan for more diverse workforce to reflect
5 populations served.
- 6 c. Training for workforce to increase capacity to be culturally
7 responsive
- 8 d. Development workforce pool for the future that can be
9 bilingual and bicultural
- 10 ○ Timeline for each effort shall be included in the plan.
- 11 ○ Contractor shall identify the measurement to be used to demonstrate
12 successful implementation of plan. Measure may be identified by the
13 Contractor to best support their plan and goals.
- 14 ○ Contractor shall develop and submit policies and procedures to
15 formally support equity effort.
- 16 • Quarterly Progress Reports: Use available data including but not limited to,
17 External Quality Review Organization (EQRO) and EHR data to evaluate the
18 strategies deployed. Quarterly progress reports shall be submitted including but
19 not limited to a narrative of the progress, obstacles, alternative solutions and
20 outcomes. The final quarter shall include a comprehensive final report on the
21 outcomes.
- 22 • Funding for this activity shall be available up to \$25,000 for the initial
23 agreement with Contractor and up to another \$10,000 for each additional
24 agreement. County shall provide further details on deliverables and payment
25 schedule in County's response to the Contractor's letter of intent.
- 26 (3) **Electronic Health Record (EHR):** The implementation and expansion of the
27 SmartCare EHR is an essential component of improving oversight with the
28 implementation of payment reform. Furthermore, a standardized EHR will improve
 continuity of care, create transparency across the system, remove obstacles for
 individuals accessing services and improve the overall outcomes for persons
 served. For Contractors who plan to opt in to use SmartCare or have previously
 opted into County DBH's former EHR and intend to transition to SmartCare, user
 fees and costs shall be waived during FY 2023-2024 and FY 2024-2025.
- **Option One: Current EHR Users**
- Strategic Plan: Contractors utilizing County DBH's EHR as their current
 EHR, and who will continue to utilize SmartCare beginning July 1, 2023,
 shall provide a plan, including, but not limited to, how they will optimize
 Medi-Cal billing, illustrate how they will utilize the information in the EHR to
 improve care for persons served, and a training plan for their organization
 by September 30, 2023.

Exhibit A-1

- 1 ○ Quarterly Progress Reports: Quarterly progress reports shall be submitted,
2 including, but not limited to, a narrative on the progress, obstacles,
3 alternative solutions and outcomes.
- 4 ○ Total compensation for this EHR activity, Option 1, shall not exceed
5 \$50,000.00 split among all current agreements between the Contractor and
6 the County for Medi-Cal billable specialty mental health and substance use
7 disorder services. County shall provide further details on deliverables and
8 payment schedule in County's response to the Contractor's letter of intent.

- 9 • **Option Two: Non-EHR Users**

- 10 ○ Contractor shall submit an implementation plan by September 30, 2023
11 regarding how they will transition to utilizing the SmartCare EHR by June
12 30, 2024. The plan shall include, at a minimum, an identified Go Live Date,
13 plan on how the current record system will be maintained and utilized,
14 training plan including number of individuals, and additional supports. The
15 Go Live Date must occur by June 30, 2024 to receive final payment.
16 Contractor shall work closely with County's DBH to identify needs,
17 assignments, collaboration opportunities to transition.
- 18 ○ For Option 2, the Contractor shall not be reimbursed more than \$200,000
19 split among all current agreements between the Contractor and the County
20 for Medi-Cal billable specialty mental health and substance use disorder
21 services. The total maximum compensation available for this option, shall
22 include costs for maintaining current EHR/record system and additional
23 supports and training costs per user. Contractor shall transition both
24 specialty mental health and Drug Medi-Cal programming to the County's
25 EHR and shall be required to use the County's EHR for future eligibility
26 agreements with DBH. County shall provide further details on deliverables
27 and payment schedule in County's response to the Contractor's letter of
28 intent.

Exhibit A-2

SCHOOL, HOME, AND COMMUNITY BASED PREVENTION AND EARLY INTERVENTION SERVICES TO CHILDREN/YOUTH

SCOPE OF WORK

ORGANIZATION: Fresno County Superintendent of Schools

ADDRESS: 1111 Van Ness Avenue, Fresno, CA, 93712

SERVICES: **PEI School, Home, Community Based Prevention– Including PBIS Services for Ages 0-22**

PROGRAM NAME: All 4 Youth - PEI

TELEPHONE: (559) 265-3010

CONTACT PERSON: Dr. Michelle Cantwell-Copher, Superintendent of Schools

I. SCHEDULE OF SERVICES:

Services are available to be provided Monday through Friday between 7:00 AM to 7:00 PM. Public posted hours may differ are generally Monday through Friday between 7:30 AM to 4:30 PM. Operational hours flexible to meet needs of youth and families who are unavailable during standard business hours, including scheduled appointments on Saturdays and Sundays as needed. Access to school sites during summer as needed. Services during summer provided in-home as needed.

II. TARGET POPULATION:

PEI programs will take place in a school setting, including a preschool setting and in the home, office, clinic, or community based setting throughout Fresno County. In particular, programs in the schools and preschools will be a mixture of school-wide, classroom, and non-classroom or non-instructional settings. Professionals involved in various aspects of these programs will include school administrators, teachers, and school psychologist/therapist, rehabilitation specialists in addition to personnel from outside the particular school, including FCSS behavioral health staff.

III. PROJECT DESCRIPTION:

Since the inception of the MHSA PBIS program implementation in 2011, the adoption of a PBIS framework within the schools has had a positive effect on decreasing problem behaviors, increasing school attendance, increasing social-emotional supports in schools and improving school climate. The original PBIS scope of work was designed to achieve these goals within the school setting. This revised PEI/PBIS scope of work will address; 1. Expansion of the PBIS training to include trauma-informed practices in the current PBIS schools and provide PBIS training for preschools 2. Integration of mental health staff into the school-wide system 3. The need for an access point to triage at-risk children and families in order to link to services in the community in a timely manner.

Exhibit A-2

1 This project proposes to enhance the existing PBIS framework by providing an additional one
2 year training cycle to support schools with integrating trauma-informed practices, suicide
3 prevention practices and effectively incorporating mental health staff within the school system
4 and culture.

4 This project further proposes to provide a two year training cycle to preschools within Fresno
5 County on PBIS in order to incorporate the PBIS framework into preschool settings.

5 The intent of this project is to provide funds for positive behavioral supports and mental health
6 PEI services in a school, preschool, community and home setting to children and youth, ages
7 0 to 22. The purpose of the PEI component is to prevent mental illness and reduce the long-
8 term adverse impact on individuals and their families and reduce the impact of untreated
9 mental illness. Prevention in mental health involves reducing risk factors or stressors, building
10 protective factors and skills and increasing support. Prevention promotes positive cognitive,
11 social and emotional development and encourages a state of well-being that allows the
12 individual to function well in challenging circumstances.

10 In general, school based PEI programs will incorporate a positive behavioral PEI services
11 reflecting an Evidence Based Program (EBP) which must include a three-tiered integrated
12 approach emphasizing primary preventions, secondary preventions, and linking to Tertiary
13 interventions (specialized/individualized systems for youth at risk of school failure, severe
14 emotional and behavioral problems, abuse, neglect, trauma resulting from co-occurring
15 substance abuse, and/or risk of juvenile justice involvement).

14 PEI programs will also incorporate programs to support perinatal wellness and prevention
15 strategies to address the needs of youth ages 0 to 5 years old to increase school readiness
16 and prevent mental illness. This structure is designed to mitigate school failure, juvenile
17 justice involvement and mental health crisis by addressing poor social skills and behavior
18 problems that are in the early stages and thus affect the child's overall mental well-being.

17 The First Tier, Prevention – focuses on prevention which deters the development of new
18 cases of problem behavior by focusing on all youth, parents and staff, across all settings
19 (school-wide, classroom, and non-instructional settings). This primary tier will be designed to
20 increase awareness of warning signs and risk factors for potential mental health and
21 behavioral issues. It will create positive school social cultures and home environments that
22 promote social and academic success and thus building protective factors in the child to deal
23 with social and emotional challenges. (See Exhibit A-3)

22 The Second Tier, Early Intervention – focuses on reducing the number of existing cases of
23 problem behaviors, including emotional and behavioral problems, by establishing efficient and
24 rapid responses to problem behavior and emotional distress. The Secondary tier prevention is
25 more specialized group system for students with at risk behaviors and warning signs of mental
26 illness. This group setting will assist children and youth with improving behavioral and social
27 skills and increase coping strategies at home, school and other environments. Within the
28 Secondary tier, an early identification screening system will be implemented by a mental
29 health clinician or a properly trained school staff to allow for early delivery of timely
30 intervention supports and programs to children, schools, and their families. (See Exhibit A-3)

27 The Third Tier, Intervention – known as the tertiary tier is the stage at which MHSA
28 Community Services and Supports (CSS) interventions and intensive individualized supports
29 are made available through Contractor and County DBH Behavioral Health Partnership.

Exhibit A-2

1 Children and youth requiring more intensive services will be assessed for appropriate
2 services. (See Exhibit A-3)

3 **PEI**

4 Since part of the funding for this PEI scope of work is based on MHSA PEI funding, Contractor
5 shall follow all requirements of a PEI program under the Mental Health Services Act (MHSA)
6 as defined in the current MHSA PEI Regulations.

7 MHSA PEI regulations state PEI programs shall be designed to utilize the following strategies:

- 8 • Be designed and implemented to help create Access and Linkage to Treatment
- 9 • Be designed, implemented, and promoted in ways that Improve Timely Access to
10 Mental Health Services for Individuals and/or Families from Underserved Populations
- 11 • Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing
12 and Non-Discriminatory

13 This program will use an effective method likely to bring about intended outcomes, based on
14 one of the following standards, or a combination of the following standards (as defined by
15 current MHSA PEI regulations):

- 16 • Evidence-based practice standard
- 17 • Promising practice standard
- 18 • Community and or practice-based evidence standard

19 Contractor shall collect all data and fulfill all reporting requirements as specified in the
20 applicable MHSA PEI regulations related to the program type, strategies, and standards
21 indicated above or as indicated in MHSA regulations. Contractor shall will work with County to
22 ensure data, outcomes, and reports are included in all required MHSA reports, plans, and
23 updates.

24 Current MHSA Regulations can be found at the following website:

25 [Mental Health Services Oversight & Accountability Commission \(MHSOAC\) - State of California](#)

26 Contractor shall understand all MHSA PEI regulations to ensure they have the organizational
27 capacity to record, track, and report all required elements.

28 **Prevention Strategy**

Prevention in mental health involves reducing risk factors or stressors, building protective
factors and skills and increasing support. Prevention promotes positive cognitive, social and
emotional development and encourages a state of well-being that allows the individual to
function well in challenging circumstances.

PEI requires outcome reporting and the outcomes shall reduce one or more of the following
negative outcomes that may result from untreated mental illness:

Exhibit A-2

- 1 • Suicide
- 2 • Incarcerations
- 3 • School failure or dropout
- 4 • Unemployment
- 5 • Prolonged suffering
- 6 • Homelessness
- 7 • Removal of children from their homes

8 **Early Intervention Strategy**

9 Early Intervention Program is defined as treatment and other services and interventions,
10 including relapse prevention, to address and promote recovery and related functional
11 outcomes for a mental illness early in its emergence, including the applicable negative
12 outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may
13 result from untreated mental illness.

14 Serious mental illness or emotional disturbance with psychotic features” means, schizophrenia
15 spectrum and other psychotic disorders including schizophrenia, other psychotic disorders,
16 disorders with psychotic features, and schizotypal (personality) disorder). These disorders
17 include abnormalities in one or more of the following five domains: delusions, hallucinations,
18 disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including
19 catatonia), and negative symptoms.

20 Early Intervention is directed toward individuals and families for whom a short-duration (up to
21 one year), relatively low-intensity intervention is appropriate to measurably improve a mental
22 health problem or concern very early in its manifestation, thereby avoiding the need for more
23 extensive mental health treatment or services; or to prevent a mental health problem from
24 getting worse. Early Intervention Program services may include services to parents, caregivers,
25 and other family members of the person with early onset of a mental illness, as applicable.

21 **Outreach for Increasing Recognition of Early Signs of Mental Illness Strategy**

22 Outreach is a process of engaging, encouraging, educating, and/or training, and
23 learning from potential responders about ways to recognize and respond effectively to
24 early signs of potentially severe and disabling mental illness.

25 “Potential responders” shall include, but are not limited to, families, school personnel,
26 peer providers, and others in a position to identify early signs of potentially severe and
27 disabling mental illness, provide support, and/or refer individuals who need treatment or
28 other mental health service in the school setting.

Exhibit A-2

1 Outreach for Increasing Recognition of Early Signs of Mental Illness may include
2 reaching out to individuals with signs and symptoms of a mental illness, so they can
3 recognize and respond to their own symptoms.

4 **Number of Clients to be Seen**

5 Contractor shall provide services to the following number (minimum number) of clients per
6 year:

7 Year 1: 4020 clients will be served

8 Year 2: 4020 clients will be served

9 **IV. Staffing:**

10 Proposed staffing is reflected in Exhibit F-2 and will include;

11 Trainer of trauma-informed PBIS and preschool PBIS

12 Trauma-informed/preschool PBIS consultant

13 Behavioral Health Clinicians

14 Intervention Specialists

15 Youth Care Specialists

16 Family Partners

17 **V. Location of Services:**

18 Hub locations and school satellite sites may be adjusted during the term of this Agreement by
19 the written approval of the County's DBH Director or designee and Contractor.

20 Hubs	21 Address
Selma	2020 High St., Selma, CA 93622
Fresno	2560 W Shaw Ln St. 104, Fresno, CA 93711
Eastside	4939 E Yale, Fresno, CA 93727

22 Clinicians and other mental health staff located at a specific site or hub may serve
23 students/clients in other hubs/locations and other areas in the community as needed.
24 Students/clients located in a specific location/hub may access services in other sites/hubs as
25 needed. Contractor shall work with County's Department of Behavioral Health Director, or
26 designee to ensure a smooth and efficient continuum of care for all students/clients

27 Any new schools or sites may be added throughout the duration of the contract with the
28 written approval of the County's Director DBH or designee and Contractor. Services may be
located at the school site, community based or in home-based services.

Exhibit A-2

VI. Cultural Competency:

A. Contractor shall provide the following as it relates to cultural competency services:

- Contractor shall recruit and hire staff that have demonstrated experience working with the Latino, African American, Southeast Asian, Native American, Punjabi, and other minority populations and have knowledge about the culture of these targeted groups as well as other diverse communities.
- Contractor's staff shall attend annual trainings on cultural competency, awareness, and diversity as provided by Contractor. Contractor's staff shall be appropriately trained in providing services in a culturally sensitive manner.
- Contractor shall hire bilingual staff. At a minimum, Contractor shall hire staff competent in Spanish and Hmong as these are the identified threshold languages in Fresno County.
- Contractor shall secure the services of trained translators/interpreters as may be necessary. Translators/interpreters may prove invaluable for languages such as Cambodian, Russian, Arabic, Armenian, Punjabi, and others. Translators/interpreters shall be appropriately trained in providing services in a culturally sensitive manner.
- Contractor shall provide services by placing importance on traditional values, beliefs and family histories. Cultural values and traditions offer special strengths in treating clients and this should help guide health care messages and wellness and recovery plans.
- Contractor shall provide services within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for the target population.
- Contractor shall develop plans to continually engage targeted populations.
- Contractor shall recruit and hire client/family members. Regarding the recruitment of client/family members, the Contractor will be able to consult with the County's DBH.
- Contractor shall distribute literature/informational brochures in appropriate languages and request feedback as to how access to care could be improved for these culturally diverse communities.
- Contractor shall conduct an annual cultural competency self-assessment and provide the results of said self-assessment to the County. The annual cultural competency self-assessment instruments shall be reviewed by the County and revised as necessary to meet the approval of the Contractor. The Contractor can create their own cultural competency self-assessment tools or utilize instruments to be provided by County.
- Contractor shall provide services throughout Fresno County in the community and home as needed, to increase the frequency of clients obtaining needed services as some children/families are reluctant to seek services at school sites.

Exhibit A-2

- 1 • Contractor shall promote system of care accountability for performance outcomes
2 which enable children and their families to live independently, work, maintain
3 community supports, stay in good health, and avoid substance abuse and
4 incarceration.
- 5 • Contractor shall develop individual services and supports plans which are flexible
6 and open to meet the unique needs of the targeted populations.
- 7 • Contractor shall provide family support and the creation of family partnerships
8 utilizing peer support for families and parenting support.
- 9 • Contractor shall establish culturally specific multidisciplinary treatment teams
10 responsible for assuring and providing needed services.
- 11 • Contractor shall provide parenting groups that are conducted in the preferred
12 language of the participant client/families.
- 13 • Contractor's staff will be trained to keep an open mind and maintain non-
14 judgmental interaction with clients/families.
- 15 • Contractor, when developing program services and service delivery approaches,
16 shall seek to hire and train staff and community stakeholders (i.e., consumers,
17 family members, etc.) that are providing services to consumers and families on
18 appropriate methods and approaches to delivering gender and age specific
19 services.
- 20 • Contractor's hiring and contracting practices shall be based on local data and
21 reflect the needs of the population to be served.
- 22 • Contractor shall attend the County's Cultural Diversity Committee monthly
23 meetings, maintain its own cultural competence oversight committee, and develop
24 a cultural competency plan to address and evaluate cultural competency issues.
- 25 • County shall provide technical assistance and demographic data to Contractor in
26 relation to cultural competency planning.
- 27 • Contractor shall train staff on best practice for utilizing interpreters to ensure
28 effective communication with monolingual consumers and families to assist in the
29 delivery of culturally/linguistically appropriate services.

COLLABORATION:

Through the PEI/PBIS site-based teams, local needs will be based on objective data. When the data utilized by the PEI/PBIS teams indicates student and families may require more intensive supports, the team will establish a coordinated seamless procedure for comprehensive service delivery through Contractor's specialty mental health treatment services as well as other existing local resources. School staff is sometimes the first to identify barriers within the students' families. All too often, the social and emotional barriers experienced by the family may affect the student's ability to access education and quality mental health services. When the data indicates the need for intensive mental health supports for the student and/or family, the PEI/PBIS team will be able to integrate representatives from Contractor's specialty mental health

Exhibit A-2

1 treatment services as well as outside agencies who are working closely with the
2 family/student to create a person-centered action plan. Fresno County MHSA
3 programs such as the Kings View Youth Empowerment Centers and the Uplift Family
4 Youth ACT programs are a few examples of local community supports that can
5 integrate within the teaming process as needed.

6 VII. COUNTY RESPONSIBILITIES:

7 A. County shall:

- 8 • Provide oversight, through County's DBH Director, or designee, and collaborate
9 with Contractor and other County Departments and community agencies to help
10 achieve State program goals and outcomes. In addition to Agreement monitoring
11 of program(s), oversight includes, but not limited to, coordination with the DHCS in
12 regard to program administration and outcomes.
- 13 • Assist the Contractor in making linkages with the total mental health system. This
14 will be accomplished through regularly scheduled meetings as well as formal and
15 informal consultation.
- 16 • Participate in evaluating the progress of the overall program and the efficiency of
17 collaboration with Contractor's staff and will be available to the Contractor for
18 ongoing consultation.
- 19 • Gather outcome information from Contractor throughout each term of this
20 Agreement. County's DBH staff shall notify the Contractor when its participation is
21 required. The performance outcome measurement process will not be limited to
22 survey instruments but will also include, as appropriate, client and staff interviews,
23 chart reviews, and other methods of obtaining required information.
- 24 • Assist the Contractor's efforts towards cultural and linguistic competency by
25 providing the following to Contractor:
 - 26 ○ Technical assistance and training regarding cultural competency
27 requirements.
 - 28 ○ Mandatory cultural competency training for Contractor personnel,
at minimum once per year.
 - Technical assistance for translating information into County's
threshold languages (Spanish and Hmong). Translation services
and costs associated will be the responsibility of the Contractor.

25 VIII. Performance Outcome Measures

26 Contractor shall submit measurable outcomes on an annual basis, as identified in the
27 Department's *Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures*,
28 *attached hereto and referenced herein as Exhibit E*. Performance outcomes measures must
be approved by the Department and satisfy all State and local mandates. The Department
will provide technical assistance and support in defining measurable outcomes. The

Exhibit A-2

1 domains are *Effectiveness, Efficiency, Access, and Satisfaction*. These are defined and
2 listed below.

3 The Fresno County Department of Behavioral Health collects data about the characteristics
4 of the persons served and measures service delivery performance indicators in each of the
5 following domains: At minimum, one performance indicator will be identified for each of the
6 four domains listed below.

- 7
1. **Effectiveness:** A performance dimension that assesses the degree to which an
8 intervention or services have achieved the desired outcome/result/quality of care through
9 measuring change over time. The results achieved and outcomes observed are for
10 persons served.

11 *Examples of indicators include:* Persons get a job with benefits, or receive supports
12 needed to live in the community, increased function, activities, or participation, and
13 improvement of health, employment/earnings, or plan of care goal attainment.

14 Reduction in disciplinary interactions. Indicators - referrals, suspensions. Achievement of
15 treatment goals. Data sources: attendance, disciplinary data, GPA, PSC-35.

- 16 2. **Efficiency:** Relationship between results and resources used, such as time, money, and
17 staff. The demonstration of the relationship between results and the resources used to
18 achieve them. A performance dimension addressing the relationship between the
19 outputs/results and the resources used to deliver the service.

20 *Examples of indicators include:* Direct staff cost per person served, amount of time it
21 takes to achieve an outcome, gain in scores per days of service, service hours per
22 person achieving some positive outcome, total budget (actual cost) per person served,
23 length of stay and direct service hours of clinical and medical staff. Training modalities.
24 Penetration rates.

- 25 3. **Access:** Organizations' capacity to provide services of those who desire or need
26 services. Barriers or lack thereof for persons obtaining services. The ability of clients to
27 receive the right service at the right time. A performance dimension addressing the
28 degree to which a person needing services is able to access those services.

Examples of indicators include: Timeliness of program entry (From 1st request for service
to 1st service), ongoing wait times/wait lists, minimizing barriers to getting services, and
no-show/cancellation rates.

- 29 4. **Satisfaction:** Satisfaction Measures are usually orientated towards consumers, family,
30 staff, and stakeholders. The degree to which clients, the County and other stakeholders
31 are satisfied with services. A performance dimension that describes reports or ratings
32 from persons served about services received from an organization.

33 *Examples of indicators include:* opinion of persons served or other key stakeholders in
34 regards to access, process, or outcome of services received, Consumer and/or

Exhibit A-2

1 Treatment Perception Survey. Consumer Perception Survey Pre and Post survey data
2 for sub components.

3 **Data Collection**

- 4 • Data collection and evaluation methods may include, but are not limited to, staff,
5 participant, and family interviews; and case file reviews.
- 6 • Contractor shall also conduct consumer satisfaction surveys to see if there is a
7 strong correlation of the efficacy of the evidence-based program with specific
8 ethnicities and languages as well as to identify gaps in meeting cultural needs of
9 clients/families, if any.
- 10 • Contractor shall ensure all program clients/families participate in the semi-annual
11 State Performance Outcomes Quality Improvement (POQI) survey. POQI surveys
12 will be distributed to all active clients/families to fill out and return to Contractor.
- 13 • Contractor shall collect data regarding the ethnicity and language of each
14 client/family receiving services as well as directing staff to follow-up with the
15 culturally diverse clients/families for suggestions on how to improve the programs
16 and also how to help make the programs more culturally relevant.
- 17 • Contractor shall maintain all client data in electronic case records. Contractor shall
18 have established policies and procedures for data collection and client
19 confidentiality.

20 Contractor's performance will also be evaluated by County's DBH utilizing the following
21 performance outcomes:

22 **Goals and Outcomes:**

23 Individual:

- 24 • Increase number of school staff that are trained in recognition of early indicators of
25 mental illness and how to refer students for screening and intervention
- 26 • Decrease number of preschool suspensions & expulsions
- 27 • Reduction in symptoms
- 28 • Increase knowledge of risk, warning signs and protective factors
- Enhanced resilience
- Ensure cultural and linguistic competent services are provided to students of different
cultures and ethnicities
- Increase in mental health awareness, early-age attachment, social support, and
academic achievement

Exhibit A-2

1 • Student increase in attendance and Grade Point Averages as well as increase in
2 overall satisfaction of the program for students and Parents/caregivers

3 • Student increase in mental well-being and self-report of positive environment

4 • Reduction in bullying and aggressive behaviors

5 • Reduction in 5150 referrals

6 • Reduction in discriminatory/prejudicial activities in the school

7 • Reduction in suspensions, expulsions, and detentions

8 System/Program/Community:

9 • Prevent development of new cases of problem behavior by focusing on all students
10 and staff

11 • Efficient and rapid responses to problem behavior

12 • Successful integration of behavioral health staff into the school culture and system

13 • Provide emotional, and behavioral supports for youth

14 • Improve PEI supports for children and youth

15 • Increase access to mental health services for underserved and un-served children

16 • Increase competency with preschool staff with supporting social/emotional/behavioral
17 needs of youth

18 • Increased EBP's for youth ages birth to 5

19 Proposed Methods/Measures of Success:

20 • Survey or focus groups to measure change in knowledge/attitudes about mental illness
21 and when/how to refer

22 • Records of students progress on individualized goals

23 • Consumer satisfaction surveys that assess client/family satisfaction and improvement
24 in presenting problems

25 • Quantitative analysis of identified referrals, frequency of contact, and associated
26 reduction in suspension/expulsion

27 Outcomes will be reviewed for input and are approved by the Department of Behavioral
28 Health Outcome Committee. The purpose is to ensure a comprehensive system wide
approach to the evaluation of programs through and effective outcome reporting process.

Exhibit A-2

1 Through the County/Contractor Behavioral Health Collaboration mental health clinicians will
2 be provide services within the school and local community settings to support PEI activities.
3 Contractor staff will further collaborate with community based organizations to ensure that
4 families and children ages 0-22 are linked with appropriate services to support youth and
5 family needs beyond those that exist within the school setting.

Reports

6 Contractor shall prepare an evaluation report annually and submit to the County's DBH,
7 and make said reports available to partnering and interested local agencies and
8 organizations such as the project collaborators, other community agencies and mental
9 health treatment providers. Each annual evaluation report will include the following
10 information: demographics of the target population served, services provided to each
11 participant, enrollment in school, results of data analysis compared to planned process,
12 output and outcome measures, barriers to program implementation and measures taken
13 to overcome those barriers, accomplishments of program participants, lessons learned,
14 and the final result of any and all satisfactory survey(s).

15 Contractor shall be expected to comply with all Agreement monitoring and compliance
16 protocols, procedures, data collection methods, and reporting requirements conducted
17 by the County.

18 Additional reports/outcomes may also be requested by the County's Department of
19 Behavioral Health, based on among other things, identification of client/family specific
20 needs as well as State required reports/outcomes as needed.



fresno county superintendent of schools

Dr. Michele Cantwell-Copher, Superintendent

Exhibit A-3, Page 1 of 1

Behavioral Health Partnership

Fresno County Superintendent of Schools and Department of Behavioral Health are partnering to address social, emotional and behavioral needs of youth in all schools across Fresno County. Through this collaboration, together we can provide access to all students who need services. Behavioral health services are for all youth ages Birth to 22 ranging in frequency and intensity depending upon the individual needs. This collaboration will be expanded to include other community agencies in the future. In this service delivery model mental health clinicians will serve as team members within a school-wide multi-tiered system of support that address the mental health needs of all youth. Services and supports will be delivered at the school site, in the community and in the home where appropriate. Training and education for school staff, caregivers and students will be provided. Care coordination, risk assessment and suicide prevention will be embedded throughout this system of care so that all children in rural and urban areas have access to mental health support within their community. All agency services will be integrated into the schools to create a network of providers and service to reach all students. This collaborative model will provide students and caregivers with one seamless system of care that will remove barriers and increase access to a positive healthy environment in which youth can live and learn. Being prepared to learn is as important as the learning.

Universal: Crisis and Acute Care Services

Prevention	Peri-natal wellness Mental Health First Aide Parent training/support Screening & Triage for crisis Mental health awareness Mindfulness	Bully prevention & awareness education Suicide awareness education Suicide prevention training Positive Behavioral Intervention & Supports (PBIS) Universal Screening
Early Intervention	Mid-level assessment Parent training/support Pediatric consultation Agency linkage	Student Assistance Program (SAP) Group counseling Special Friends Behavior consultation/support
Intervention	Assessment (to identify underlying issues such as Depression, Anxiety, etc..) Therapy (Counseling, play therapy, Parent-Child Interaction Therapy (PCIT), Functional Family Therapy, Evidenced-based trauma-informed treatment, substance abuse treatment, Eating Disorder treatment)	Medication management Collateral Case Management (Agency linkage) Treatment Planning & Development Psychiatric/Pediatric consultation Rehabilitation Family Behavioral Health Court Behavior intervention
Intensive Intervention	(Reflects higher frequency & duration of service) Care Coordination (managing placement & transition between placements: non-public schools, hospital) Case Management (Agency linkage) Residential monitoring Medication management	Psychiatric/pediatric consultation Intensive Outpatient services Behavior Intervention classrooms Therapeutic Behavior Services (TBS) Wraparound Services Residential assessment

Exhibit B

BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

Exhibit B

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

5. PATIENTS' RIGHTS

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

Exhibit B

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

Exhibit B

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

Exhibit B

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

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

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

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

Exhibit B

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

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

Federal database checks.

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

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

Exhibit B

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

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY

- i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of an individual's eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
 1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
OR
 2. The individual has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the individual's condition as described in subparagraph (II a-d) above is due to one of the following:

Exhibit B

- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 - b. A suspected mental health disorder that has not yet been diagnosed.
 - c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
1. The individual has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 2. The individual's condition as described in paragraph (a) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.
- c. ADDITIONAL CLARIFICATIONS
- i. Criteria
 1. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - a. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - b. The service was not included in an individual treatment plan; or
 - c. The individual had a co-occurring substance use disorder.
 - ii. Diagnosis Not a Prerequisite
 1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

Exhibit B

Medicare & Medicaid Services (CMS) approved ICD diagnosis code

d. MEDICAL NECESSITY

- i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

e. COORDINATION OF CARE

- i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the individual, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- iii. Contractor shall include in care coordination activities efforts to connect, refer and link individuals to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share the individual's information with and among all other providers involved in the individual's care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

Exhibit B

- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that individuals receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
 2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

- i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual's life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request.

Exhibit B

Services must be identified as provided in-person, by telephone, or by telehealth.

- iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT

- i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
- iii. For individuals aged 6 through 21, the Child and Adolescent Needs and Strengths (CANS), and for individuals aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10

- i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
- iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS

e. PROBLEM LIST

- i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International,

Exhibit B

Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
 - iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
 - v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.
- f. TREATMENT AND CARE PLANS
- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.
- g. PROGRESS NOTES
- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
 - ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
 - iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
 - iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
 - v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.
- h. TRANSITION OF CARE TOOL
- i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
 - ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
 - iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and->

Exhibit B

[Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx](#), or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. TELEHEALTH

- i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for individuals served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- v. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. CLIENT PROTECTIONS

a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individuals do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

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- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
 - iv. NOABDs must be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
 - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - vi. Contractor must provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
 - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
 - c. Continuity of Care
 - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
 - i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating person served's grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.

Exhibit B

4. Informing the County and individuals of the results of client/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a County's QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

b. TIMELY ACCESS

- i. Timely access standards include:
 1. Contractor must have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
 2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

Exhibit B

3. Urgent care appointments for services that do not require prior authorization must be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
 4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 15 business days from the date the client or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
 5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
 6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
- c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)
- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
 - ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

Exhibit B

- d. PHYSICIAN INCENTIVE PLAN
 - i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

- a. ELECTRONIC PRIVACY AND SECURITY
 - i. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
 - ii. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
 - iii. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
 - iv. Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

- a. Credentialing and Re-credentialing of Providers
 - i. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 2. A history of loss of license or felony convictions;
 3. A history of loss or limitation of privileges or disciplinary activity;
 4. A lack of present illegal drug use; and
 5. The application's accuracy and completeness

Exhibit B

- ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Exhibit C

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Exhibit C

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Exhibit C

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Exhibit C

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

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

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

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

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

Exhibit D

DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

The documentation standards are described below under key topics related to care for persons served. All standards must be addressed in the person served's record; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

A. Assessments

1. The following areas will be included as a part of a comprehensive person served's record:

- Presenting problems, including impairments in function, and current mental status exam.
- Traumatic incidents which include trauma exposures, trauma reactions, trauma screenings, and systems involvement if relevant
- Behavioral health history including mental health history, substance use/abuse, and previous services
- Medical history including physical health conditions, medications, and developmental history
- Psychosocial factors including family, social and life circumstances, cultural considerations
- Strengths, risks, and protective factors, including safety planning
- Clinical summary, treatment recommendations, and level of care determination including diagnostic and clinical impression with a diagnosis
- The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.

2. Timeliness/Frequency Standard for Assessment

- The time period to complete an initial assessment and subsequent assessments for SMHS is up to clinical discretion.
- Assessments shall be completed within a reasonable time and in accordance with generally accepted standards of practice.

B. Problem list

The use of a Problem List has largely replaced the use of treatment plans and is therefore required to be part of the person served's record. The problem list shall be updated on an ongoing basis to reflect the current presentation of the person in care. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice
- Problems identified by a provider acting within their scope of practice
- Problems or illnesses identified by the person in care and/or significant support person if any
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed

Exhibit D

C. Treatment and Care Plan Requirements

1. Targeted Case Management

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational, and other services needed by the person in care
- Identifies a course of action to respond to the assessed needs of the person in care
- Includes development of a transition plan when the person in care has achieved the goals of the care plan
- Peer support services must be based on an approved care plan
- Must be provided in a narrative format in the person's progress notes
- Updated at least annually

2. Services requiring Treatments Plans

- Intensive Home-Based Services (IHBS)
- Intensive Care Coordination (ICC)
- Therapeutic Behavioral Services (TBS)
- Must have specific observable and/or specific quantifiable goals
- Must identify the proposed type(s) of intervention
- Must 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 person served's 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,
 - Person served's plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the person served's plan goals, and there will be documentation of the person served's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the person served's participation and agreement in the body of the plan, person served's signature on the plan, or a description of the person served's participation and agreement in progress notes.
 - Person served's signature on the plan will be used as the means by which the Contractor documents the participation of the person served. When the person served's signature is required on the person served's plan and the person

Exhibit D

served refuses or is unavailable for signature, the person served's plan will include a written explanation of the refusal or unavailability.

- The Contractor will give a copy of the person served's plan to the person served on request.

D. Progress Notes

1. Providers shall create progress notes for the provision of all SMHS. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

2. Timeliness/Frequency of Progress Notes

- Progress notes shall be completed within 3 business days of providing a service, except for notes for crisis services, which shall be completed within 24 hours.
- A note must be completed for every service contact

Exhibit E



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

POLICY:

It is the policy of Fresno County Department of Behavioral Health and the Fresno County Mental Health Plan (FCMHP) to ensure procedures for developing performance measures which accurately reflect vital areas of performance and provide for systematic, ongoing collection and analysis of valid and reliable data. Data collection is not intended to be an additional task for FCMHP programs/providers but rather embedded within the various non-treatment, treatment and clinical documentation.

PURPOSE:

To determine the effectiveness and efficiency of services provided by measuring performance outcomes/results achieved by the persons served during service delivery or following service completion, delivery of service, and of the individuals' satisfaction. This is a vital management tool used to clarify goals, document the efforts toward achieving those goals, and thus measure the benefit the service delivery to the persons served. Performance measurement selection is part of the planning and developing process design of the program. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals.

REFERENCE:

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

1. **Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.

MISSION STATEMENT

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

Template Review Date 3/28/16

Exhibit E

Department of Behavioral Health Policy and Procedure Guide



Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.
3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measurable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.

Exhibit E



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

- a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction of hospitalization, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - b. Efficiency of services – The relationship between the outcomes and the resources used. Examples include but are not limited to: service delivery cost per service unit, length of stay, and direct service hours of clinical and medical staff.
 - c. Services access – Changes or improvements in the program/provider’s capacity and timeliness to provide services to those who request them. Examples include but are not limited to: wait/length of time from first request/referral to first service or subsequent appointment, convenience of service hours and locations, number of clients served by program capacity, and no-show and cancellation rates.
 - d. Satisfaction and feedback from persons served and stakeholders– Changes or increased positive/negative feedback regarding the experiences of the persons served and others (families, referral sources, payors/guarantors, etc.). Satisfaction measures are usually oriented toward clients, family members, personnel, the community, and funding sources. Examples include but are not limited to: did the organization/program focus on the recovery of the person served, were grievances or concerns addressed, overall feelings of satisfaction, and satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- V. Each FCMHP program/provider shall use the following templates to document the defined goals, intervention(s), specific indicators, and outcomes.
1. FCMHP Outcome Report template (see Attachment A)
 2. FCMHP Outcome Analysis template (see Attachment C)

Exhibit F-1

**Fresno County Department of Behavioral Health
Specialty Mental Health Services Outpatient Rates**

Clinic/Site Based (less than 50% of services are provided in the field)	
Provider Type	Provider Rate Per Hour
Psychiatrist/ Contracted Psychiatrist	\$912.79
Physicians Assistant	\$409.38
Nurse Practitioner	\$453.91
RN	\$370.76
Certified Nurse Specialist	\$453.91
LVN	\$194.77
Pharmacist	\$436.93
Licensed Psychiatric Technician	\$166.97
Psychologist/Pre-licensed Psychologist	\$367.09
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$237.56
Occupational Therapist	\$316.22
Mental Health Rehab Specialist	\$178.73
Peer Recovery Specialist	\$187.66
Other Qualified Providers - Other Designated MH staff that bill medical	\$178.73

Exhibit F-2

PEI All 4 Youth Program
 Fresno County Superintendent of Schools
 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Superintendent	0.04		\$ 9,191	\$ 9,191
1117	Directors	1.00		190,818	190,818
1118	BH Program Supervisors	0.80		114,456	114,456
1119	BH Clinical Supervisors	1.20		152,882	152,882
1120	Quality Support Supervisor	0.20		27,210	27,210
1121	BH Clinician II	5.00		572,217	572,217
1122	BH Clinician I	20.00		2,019,236	2,019,236
1123	Intervention Specialists	2.20		189,926	189,926
1124	Youth Care Specialists	5.00		299,706	299,706
1125	Administrative Assistant	0.20		15,636	15,636
1126	Program Assistants	1.00		63,284	63,284
1127	Office Assistants	1.00		53,243	53,243
1128	Health Information Assistants	0.80		45,877	45,877
1129	Department Automated Specialist	0.20		14,837	14,837
1130	Information Technician	0.20		15,043	15,043
1131	Financial Director	0.04		7,033	7,033
1132	Financial Supervisor	0.20		26,446	26,446
1133	Account Technician	0.20		12,657	12,657
1134	PBIS Coach	0.20		21,975	21,975
Direct Personnel Program Salaries Subtotal		39.48		\$ 3,851,673	\$ 3,851,673
Direct Personnel Salaries Subtotal		39.48	\$ -	\$ 3,851,673	\$ 3,851,673
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement			\$ 977,170	\$ 977,170
1202	Worker's Compensation		-	72,411	72,411
1203	Health Insurance		-	627,732	627,732
1204	Payroll Liability		-	3,852	3,852
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ -	\$ 1,681,165	\$ 1,681,165
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	294,653	294,653
1303	SUI		-	1,926	1,926
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ -	\$ 296,579	\$ 296,579
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:					
			Admin	Program	Total

Exhibit F-2

\$	-	\$ 5,829,417	\$ 5,829,417
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DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	0%	100%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ -

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications (Telephone and Internet)	\$ 19,270
3002	Printing/Postage	9,229
3003	Office, Household & Program Supplies	11,038
3004	Advertising	-
3005	Staff Development & Training	72,160
3006	Staff Mileage	112,697
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 224,394

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 9,120
4002	Rent/Lease Building	105,600
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	8,760
4005	Security	-
4006	Utilities	9,072
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 132,552

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	96,326
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 96,326

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	<small>Com. acc. Budget Narrative</small>	

Exhibit F-2

	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	CDE Indirect Cost Rate	496,961
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 496,961

INDIRECT COST RATE	7.91%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	s	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 6,779,650
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		6,779,650
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 6,779,650

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,779,650
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NET PROGRAM COST:	\$ -
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Exhibit F-2

**PEI All 4 Youth Program
Fresno County Superintendent of Schools
Fiscal Year (FY) 2023-24**

PARTIAL FTE DETAIL

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
Assistant Superintendent	All 4 Youth-SMHS	0.16
Assistant Superintendent	All 4 Youth-PEI	0.04
Assistant Superintendent	FCSS	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
BH Clinical Supervisor	All 4 Youth-PEI	1.20
BH Clinical Supervisor	All 4 Youth-SMHS	4.80
Total		6.00

Position	Contract #/Name/Department/County	FTE %
Intervention Specialist	All 4 Youth-PEI	2.20
Intervention Specialist	All 4 Youth-SMHS	8.80
Total		11.00

Position	Contract #/Name/Department/County	FTE %
Health Information Assistant	All 4 Youth-SMHS	3.20
Health Information Assistant	All 4 Youth-PEI	0.80
Total		4.00

Position	Contract #/Name/Department/County	FTE %
Financial Director	All 4 Youth-PEI	0.04
Financial Director	FCSS	0.80
Financial Director	All 4 Youth-SMHS	0.16
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Senior Director	All 4 Youth-PEI	0.80
Senior Director	All 4 Youth-SMHS	0.20
BH Director	All 4 Youth-SMHS	0.80
BH Director	All 4 Youth-PEI	0.20

Contract Budget Narrative

Exhibit F-2

**PEI All 4 Youth Program
Fresno County Superintendent of Schools
2023-24 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		5,829,417	
Administrative Positions			
		-	
1101	0	-	
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		3,851,673	
1116	Assistant Superintendent	9,191	1116-1134 These amounts reflect staff that are needed to perform the duties of the PEI program. FCSS job descriptions attached
1117	Directors	190,818	
1118	BH Program Supervisors	114,456	
1119	BH Clinical Supervisors	152,882	
1120	Quality Support Supervisor	27,210	
1121	BH Clinician II	572,217	
1122	BH Clinician I	2,019,236	
1123	Intervention Specialists	189,926	
1124	Youth Care Specialists	299,706	
1125	Administrative Assistant	15,636	
1126	Program Assistants	63,284	
1127	Office Assistants	53,243	
1128	Health Information Assistants	45,877	
1129	Department Automated Specialist	14,837	
1130	Information Technician	15,043	
1131	Financial Director	7,033	
1132	Financial Supervisor	26,446	
1133	Account Technician	12,657	
1134	PBIS Coach	21,975	
Direct Employee Benefits			
1201	Retirement	977,170	1201-1203 will be paid in a like manner as other employees of the Fresno County Superintendent of Schools
1202	Worker's Compensation	72,411	
1203	Health Insurance	627,732	
1204	Payroll Liability	3,852	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		296,579	
1301	OASDI	-	1301-1303 will be paid in a like manner as other employees of the Fresno County Superintendent of Schools.
1302	FICA/MEDICARE	294,653	
1303	SUI	1,926	
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	Contract Budget Narrative

Exhibit F-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		224,394	
3001	Telecommunications (Telephone and Internet)	19,270	The cost of Internet, Ethernet, cell phones and landline use.
3002	Printing/Postage	9,229	Postage in order to provide documents through mail service to schools and community agencies relating to Specialty Mental Health. Training materials provided for team trainings, therapy documents, case notes, flyers, brochures, etc. A proportionate share of the line expense will be allocated to PEI along with additional funding sources. Calculations was based on the pervious budget history and the overall program operation cost between each year increased on an average of 25%.
3003	Office, Household & Program Supplies	11,038	Reflects office supplies that are generally used, such as laptops, printers, desktops, iPad, scissors, tape, staplers, power strips, hole-punch, cutting board, business cards, envelopes, paper clips, pencil sharpeners, wastebaskets, etc. Reflects cleaning supplies such as microfiber cloths, Windex, Clorox wipes, dish-soap, sponges, hand sanitizer, Kleenex, etc. Also reflects costs for toys, assessment instruments, protocols, crayons, play barn. Reflects costs for gloves, vision and hearing supplies/equipment, first aid supplies, AED devise, etc.
3004	Advertising	-	
3005	Staff Development & Training	72,160	The cost is to assist the schools in releasing staff and teachers in order to participate in the training. Trainings will include the following: Trauma- informed CBT, Child Psychotherapy, Positive Discipline, NCI, etc. Trainings that are Evidence-based practices (EBP) may be subject to out of town travel and necessitate lodging.
3006	Staff Mileage	112,697	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community (i.e. McDonalds) in order to provide services. Transportation of clients to and from appointments, if needed. Mileage will be reimbursed at the IRS established rate.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		132,552	
4001	Building Maintenance	9,120	This includes building maintenance, security, and janitorial services and damages to any of the building if caused by a client.
4002	Rent/Lease Building	105,600	This line item reflects office space and Hub lease costs. A proportionate share of the line expense will be allocated to PEI along with additional funding sources. Exact amount allocated in 2022/23 approved PEI and carried forward for the next 2 years.
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	8,760	Reflects cost of leasing two (2) vehicles to transport clients to and from Hubs.
4005	Security	-	
4006	Utilities	9,072	This includes cost for utilities such as PG&E, water/garbage, etc.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		96,326	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	96,326	This budget is for MOUs for Districts training. Assisting with providing training for staff and teachers specifically related to providing mental health services in schools.
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	

Contract Budget Narrative

Exhibit F-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		496,961	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	CDE Indirect Cost Rate	496,961	Indirect costs are those costs of general management that are agency-wide set by CDE annually. For 23/24 Fiscal Year the Indirect Rate for FCSS is 7.91%.
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		-	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,779,650
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,779,650
BUDGET CHECK:	-

Exhibit F-2

PEI All 4 Youth Program
 Fresno County Superintendent of Schools
 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
1101			\$ -		\$ -
1102			-		-
1103			-		-
1104			-		-
1105			-		-
1106			-		-
1107			-		-
1108			-		-
1109			-		-
1110			-		-
1111			-		-
1112			-		-
1113			-		-
1114			-		-
1115			-		-
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Assistant Superintendent	0.04		\$ 9,191	\$ 9,191
1117	Directors	1.00		190,818	190,818
1118	BH Program Supervisors	0.80		114,456	114,456
1119	BH Clinical Supervisors	1.20		152,882	152,882
1120	Quality Support Supervisor	0.20		27,210	27,210
1121	BH Clinician II	5.00		572,217	572,217
1122	BH Clinician I	20.00		2,019,236	2,019,236
1123	Intervention Specialists	2.20		189,926	189,926
1124	Youth Care Specialists	5.00		299,706	299,706
1125	Administrative Assistant	0.20		15,636	15,636
1126	Program Assistants	1.00		63,284	63,284
1127	Office Assistants	1.00		53,243	53,243
1128	Health Information Assistants	0.80		45,877	45,877
1129	Department Automated Specialist	0.20		14,837	14,837
1130	Information Technician	0.20		15,043	15,043
1131	Financial Director	0.04		7,033	7,033
1132	Financial Supervisor	0.20		26,446	26,446
1133	Account Technician	0.20		12,657	12,657
1134	PBIS Coach	0.20		21,975	21,975
Direct Personnel Program Salaries Subtotal		39.48		\$ 3,851,673	\$ 3,851,673
Direct Personnel Salaries Subtotal		39.48	\$ -	\$ 3,851,673	\$ 3,851,673
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
1201	Retirement			\$ 977,170	\$ 977,170
1202	Worker's Compensation		-	72,411	72,411
1203	Health Insurance		-	627,732	627,732
1204	Payroll Liability		-	3,852	3,852
1205	Other (specify)		-	-	-
1206	Other (specify)		-	-	-
Direct Employee Benefits Subtotal:			\$ -	\$ 1,681,165	\$ 1,681,165
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
1301	OASDI		\$ -	\$ -	\$ -
1302	FICA/MEDICARE		-	294,653	294,653
1303	SUI		-	1,926	1,926
1304	Other (specify)		-	-	-
1305	Other (specify)		-	-	-
1306	Other (specify)		-	-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ -	\$ 296,579	\$ 296,579
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:					
			Admin	Program	Total

Exhibit F-2

\$	-	\$ 5,829,417	\$ 5,829,417
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DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	0%	100%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Vouchers	-
2011	Other (specify)	-
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ -

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications (Telephone and Internet)	\$ 19,270
3002	Printing/Postage	9,229
3003	Office, Household & Program Supplies	11,038
3004	Advertising	-
3005	Staff Development & Training	49,115
3006	Staff Mileage	112,697
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Other (specify)	-
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 201,349

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 9,120
4002	Rent/Lease Building	105,600
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	8,760
4005	Security	-
4006	Utilities	9,072
4007	Other (specify)	-
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 132,552

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ -
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ -

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	<small>Com. acc. Budget Narrative</small>	

Exhibit F-2

	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	
	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	CDE Indirect Cost Rate	616,332
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 616,332

INDIRECT COST RATE	10.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ -
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	-
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 6,779,650
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PROGRAM FUNDING SOURCES

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ -
REALIGNMENT TOTAL		\$ -

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ -
8302	PEI - Prevention & Early Intervention		6,779,650
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 6,779,650

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Other (Specify)	-
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ -

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,779,650
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NET PROGRAM COST:	\$ -
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Exhibit F-2

**PEI All 4 Youth Program
Fresno County Superintendent of Schools
Fiscal Year (FY) 2024-25**

PARTIAL FTE DETAIL

For all positions with FTE's split among multiple programs/contracts the below must be filled out

Position	Contract #/Name/Department/County	FTE %
Assistant Superintendent	All 4 Youth-SMHS	0.16
Assistant Superintendent	All 4 Youth-PEI	0.04
Assistant Superintendent	FCSS	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
BH Clinical Supervisor	All 4 Youth-PEI	1.20
BH Clinical Supervisor	All 4 Youth-SMHS	4.80
Total		6.00

Position	Contract #/Name/Department/County	FTE %
Intervention Specialist	All 4 Youth-PEI	2.20
Intervention Specialist	All 4 Youth-SMHS	8.80
Total		11.00

Position	Contract #/Name/Department/County	FTE %
Health Information Assistant	All 4 Youth-SMHS	3.20
Health Information Assistant	All 4 Youth-PEI	0.80
Total		4.00

Position	Contract #/Name/Department/County	FTE %
Financial Director	All 4 Youth-PEI	0.04
Financial Director	FCSS	0.80
Financial Director	All 4 Youth-SMHS	0.16
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Senior Director	All 4 Youth-PEI	0.80
Senior Director	All 4 Youth-SMHS	0.20
BH Director	All 4 Youth-SMHS	0.80
BH Director	All 4 Youth-PEI	0.20

Contract Budget Narrative

Exhibit F-2

		2.00
Total		2.00

Position	Contract #/Name/Department/County	FTE %
PBIS Coach	All 4 Youth-PEI	0.20
PBIS Coach	FCSS	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Acct Technician	All 4 Youth-SMHS	0.80
Acct Technician	All 4 Youth-PEI	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Financial Supervisor	All 4 Youth-SMHS	0.80
Financial Supervisor	All 4 Youth-PEI	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
IS&T	All 4 Youth-SMHS	0.80
IS&T	All 4 Youth-PEI	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Department Auto Specialist	All 4 Youth-SMHS	0.80
Department Auto Specialist	All 4 Youth-PEI	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Office Assistant	All 4 Youth-PEI	1.00
Office Assistant	All 4 Youth-SMHS	4.00
Total		5.00

Position	Contract #/Name/Department/County	FTE %
Program Assistant	All 4 Youth-SMHS	3.00
Program Assistant	Contract Budget Narrative All 4 Youth-PEI	1.00

Exhibit F-2

**PEI All 4 Youth Program
Fresno County Superintendent of Schools
FY 2024-25 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		5,829,417	
Administrative Positions			
1101	0	-	
1102	0	-	
1103	0	-	
1104	0	-	
1105	0	-	
1106	0	-	
1107	0	-	
1108	0	-	
1109	0	-	
1110	0	-	
1111	0	-	
1112	0	-	
1113	0	-	
1114	0	-	
1115	0	-	
Program Positions		3,851,673	
1116	Assistant Superintendent	\$ 9,191	1116-1134 These amounts reflect staff that are needed to perform the duties of the PEI program. FCSS job descriptions attached
1117	Directors	\$ 190,818	
1118	BH Program Supervisors	\$ 114,456	
1119	BH Clinical Supervisors	\$ 152,882	
1120	Quality Support Supervisor	\$ 27,210	
1121	BH Clinician II	\$ 572,217	
1122	BH Clinician I	\$ 2,019,236	
1123	Intervention Specialists	\$ 189,926	
1124	Youth Care Specialists	\$ 299,706	
1125	Administrative Assistant	\$ 15,636	
1126	Program Assistants	\$ 63,284	
1127	Office Assistants	\$ 53,243	
1128	Health Information Assistants	\$ 45,877	
1129	Department Automated Specialist	\$ 14,837	
1130	Information Technician	\$ 15,043	
1131	Financial Director	\$ 7,033	
1132	Financial Supervisor	\$ 26,446	
1133	Account Technician	\$ 12,657	
1134	PBIS Coach	\$ 21,975	
Direct Employee Benefits			
1201	Retirement	977,170	1201-1203 will be paid in a like manner as other employees of the Fresno County Superintendent of Schools
1202	Worker's Compensation	72,411	
1203	Health Insurance	627,732	
1204	Payroll Liability	3,852	
1205	Other (specify)	-	
1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:		296,579	
1301	OASDI	-	1301-1303 will be paid in a like manner as other employees of the Fresno County Superintendent of Schools.
1302	FICA/MEDICARE	294,653	
1303	SUI	1,926	
1304	Other (specify)	-	
1305	Other (specify)	-	
1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT		-	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	Contract Budget Narrative

Exhibit F-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
2009	Program Supplies - Medical	-	
2010	Utility Vouchers	-	
2011	Other (specify)	-	
2012	Other (specify)	-	
2013	Other (specify)	-	
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

3000: DIRECT OPERATING EXPENSES		201,349	
3001	Telecommunications (Telephone and Internet)	19,270	The cost of Internet, Ethernet, cell phones and landline use.
3002	Printing/Postage	9,229	Postage in order to provide documents through mail service to schools and community agencies relating to Specialty Mental Health. Training materials provided for team trainings, therapy documents, case notes, flyers, brochures, etc. A proportionate share of the line expense will be allocated to PEI along with additional funding sources. Calculations was based on the pervious budget history and the overall program operation cost between each year increased on an average of 25%.
3003	Office, Household & Program Supplies	11,038	Reflects office supplies that are generally used, such as laptops, printers, desktops, iPad, scissors, tape, staplers, power strips, hole-punch, cutting board, business cards, envelopes, paper clips, pencil sharpeners, wastebaskets, etc. Reflects cleaning supplies such as microfiber cloths, Windex, Clorox wipes, dish-soap, sponges, hand sanitizer, Kleenex, etc. Also reflects costs for toys, assessment instruments, protocols, crayons, play barn. Reflects costs for gloves, vision and hearing supplies/equipment, first aid supplies, AED devise, etc.
3004	Advertising	-	
3005	Staff Development & Training	49,115	The cost is to assist the schools in releasing staff and teachers in order to participate in the training. Trainings will include the following: Trauma- informed CBT, Child Psychotherapy, Positive Discipline, NCI, etc. Trainings that are Evidence-based practices (EBP) may be subject to out of town travel and necessitate lodging.
3006	Staff Mileage	112,697	Cost of staff mileage reimbursement per year for traveling to schools, Hubs, parent homes or in the community (i.e. McDonalds) in order to provide services. Transportation of clients to and from appointments, if needed. Mileage will be reimbursed at the IRS established rate.
3007	Subscriptions & Memberships	-	
3008	Vehicle Maintenance	-	
3009	Other (specify)	-	
3010	Other (specify)	-	
3011	Other (specify)	-	
3012	Other (specify)	-	

4000: DIRECT FACILITIES & EQUIPMENT		132,552	
4001	Building Maintenance	9,120	This includes building maintenance, security, and janitorial services and damages to any of the building if caused by a client.
4002	Rent/Lease Building	105,600	This line item reflects office space and Hub lease costs. A proportionate share of the line expense will be allocated to PEI along with additional funding sources. Exact amount allocated in 2022/23 approved PEI and carried forward for the next 2 years.
4003	Rent/Lease Equipment	-	
4004	Rent/Lease Vehicles	8,760	Reflects cost of leasing two (2) vehicles to transport clients to and from Hubs.
4005	Security	-	
4006	Utilities	9,072	This includes cost for utilities such as PG&E, water/garbage, etc.
4007	Other (specify)	-	
4008	Other (specify)	-	
4009	Other (specify)	-	
4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES		-	
5001	Consultant (Network & Data Management)	-	
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	

Contract Budget Narrative

Exhibit F-2

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
5007	Other (specify)	-	
5008	Other (specify)	-	

6000: INDIRECT EXPENSES		616,332	
6001	Administrative Overhead	-	
6002	Professional Liability Insurance	-	
6003	Accounting/Bookkeeping	-	
6004	External Audit	-	
6005	Insurance (Specify):	-	
6006	Payroll Services	-	
6007	Depreciation (Provider-Owned Equipment to be Used	-	
6008	Personnel (Indirect Salaries & Benefits)	-	
6009	CDE Indirect Cost Rate	616,332	Indirect costs are those costs of general management that are agency-wide set by CDE annually. For 24/25 Fiscal Year the Indirect Rate for FCSS is 10%
6010	Other (specify)	-	
6011	Other (specify)	-	
6012	Other (specify)	-	
6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS		-	
7001	Computer Equipment & Software	-	
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
7003	Furniture & Fixtures	-	
7004	Leasehold/Tenant/Building Improvements	-	
7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
7006	Assets over \$5,000/unit (Specify)	-	
7007	Other (specify)	-	
7008	Other (specify)	-	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,779,650
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,779,650
BUDGET CHECK:	-

Exhibit G

Insurance Requirements

1. Required Policies

Each Party, at its sole expense, shall maintain in full force and effect insurance or self-insurance coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request as follows:

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). The retroactive date of a claims made policy, if Contractor has such a policy, must be prior to the commencement of the Agreement. This obligation shall survive the termination of this Agreement by not less than five years.
- (E) **Sexual Abuse and Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence, with an annual aggregate of Five Million Dollars (\$5,000,000), written on a claims-made basis. This obligation shall survive the termination of the Agreement by three (3) years.
- (F) **Cyber Liability (also termed Information Security and Privacy Insurance).** Cyber liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, written on a claims-made basis. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Party.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 18 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including personal information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties

Exhibit G

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses. If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

Endorsements to the Commercial General Liability insurance naming the other Party, its boards, 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 the other Party, its boards, officers, agents, and employees shall be excess only and not contributing with insurance provided under the policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the other Party.

(A) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII or the equivalent self-insurance.

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

Exhibit H

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 the individuals served copies of all current beneficiary information at intake and annually thereafter.

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.

Exhibit H

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.

Exhibit I

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the Contractor can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the Contractor can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the Contractor's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractor shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the Contractor should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

Exhibit I



Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is additional information to be report after initial submission
- Contact DBHIncidentReporting@fresnocountyca.gov if there are any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

Exhibit I

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

LogicManager

Incident Report

Please complete this form

Client Information

Name of Facility*

Select option

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

Summary

Subject ⓘ

Enter text

Incident (check all that apply)*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident*

Enter text

Exhibit I

Similar to the paper version, multiple incident categories can be selected

Enter text

Incident (check all that apply)*

Medical Emergency ✕ | Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5ccd5072bb1864cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

Enter text

Location of Incident*

Enter text

Key People Directly Involved in Incident (witnesses, staff)*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

[Add File](#) or Drop File Here

Reported By Name*

Enter text

Reported By Email*

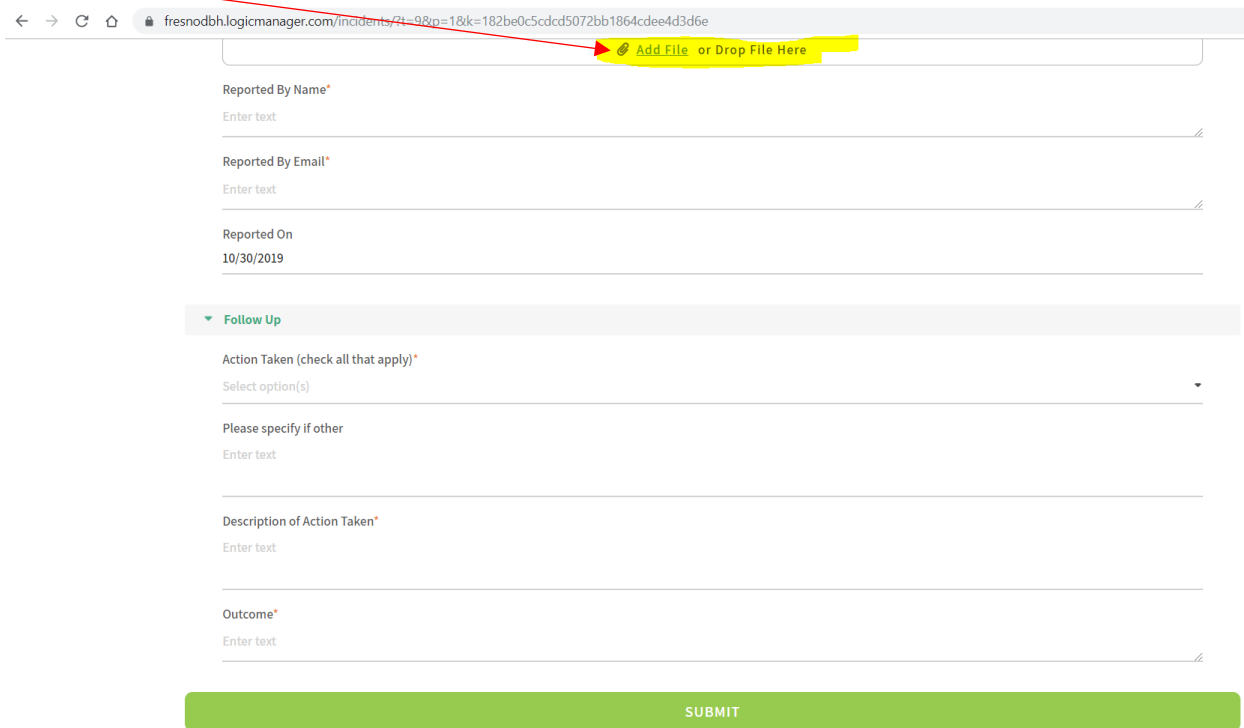
Enter text

Reported On

10/30/2019

Exhibit I

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.



The screenshot shows a web browser window with the URL fresnodbh.logicmanager.com/incidents/?i=9&o=1&k=182be0c5cdcd5072bb1864cdee4d3d6e. A red arrow points from the text above to a yellow button labeled "Add File or Drop File Here" in a file upload area. Below this are several text input fields: "Reported By Name*", "Reported By Email*", and "Reported On" (with the value "10/30/2019"). A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)*", a text field for "Please specify if other", a text field for "Description of Action Taken*", and a text field for "Outcome*". At the bottom is a large green "SUBMIT" button.

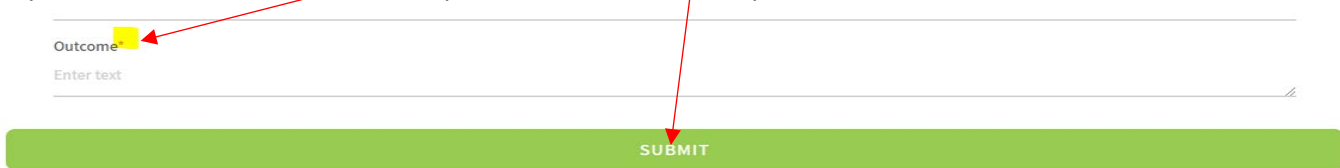
Similar to the paper version, multiple Action Taken categories can be selected.



This close-up shows the "Action Taken (check all that apply)*" dropdown menu. It is open, displaying a list of options: "Law Enforcement Contacted" (with an 'x' icon), "Called 911/EMS" (with an 'x' icon), "Consulted with Physician", "First Aid/CPR Administered", "Client removed from building", "Parent/Legal Guardian Contacted", and "Other".

When done entering all the information, simply click submit.

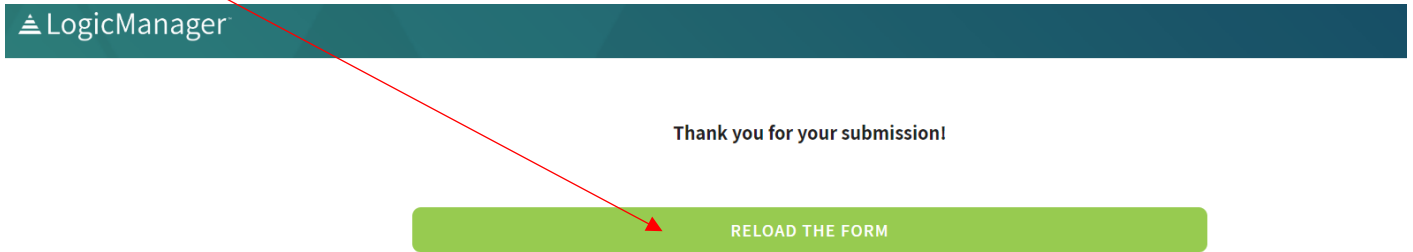
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.



This close-up shows the "Outcome*" text input field with a red asterisk and a yellow highlight. A red arrow points from the text above to the asterisk. Below the field is a large green "SUBMIT" button.

Exhibit I

A “Thank you for your submission” statement will pop up if an incident is successfully submitted. Click “Reload the Form” to submit another incident.



A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.

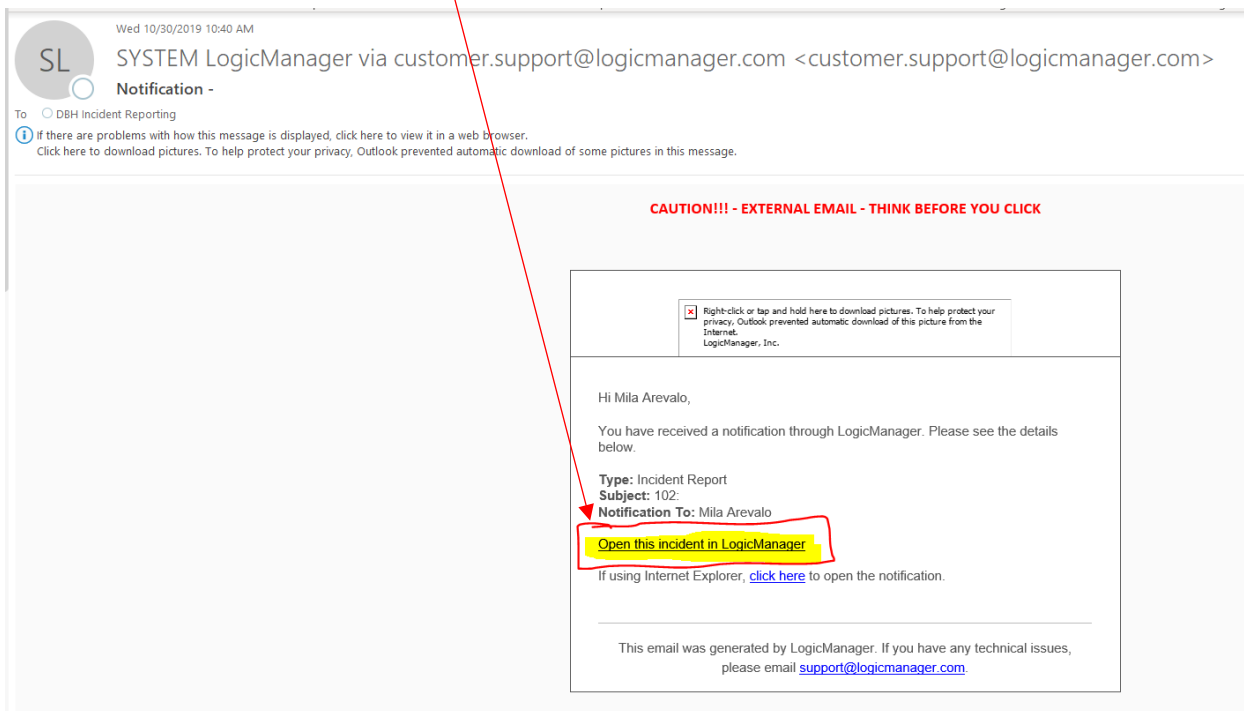
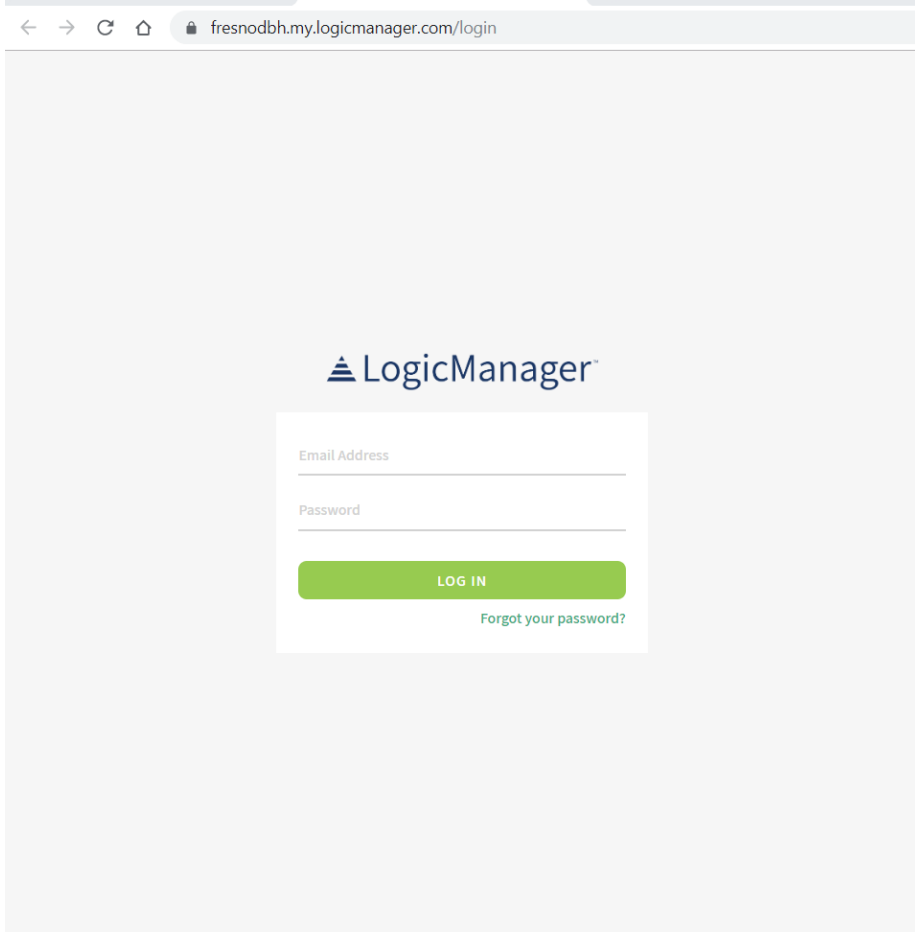


Exhibit I

Enter in email address and password. First time users will be prompted to set up a password.



Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.

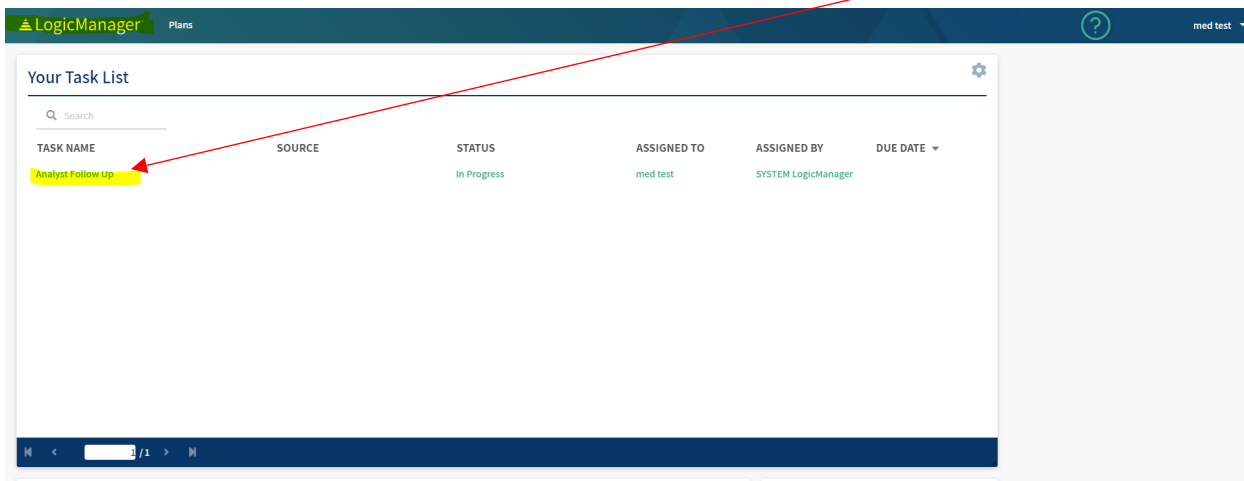


Exhibit I

This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.

Analyst Follow Up

Task Details **Client Information** Summary Follow Up Documents

Name of Facility* AA TEST FACILITY AA

Name of Reporting Party*

Facility Address*

Facility Phone Number*

Mental Health or Substance Use Disorder Program?*

Mental Health

Client First Name*

Client Last Name*

Client Middle Initial

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Summary**: No edits can be made to this section.

Analyst Follow Up

Task Details Client Information **Summary** Follow Up Documents

Subject

Incident (check all that apply)*

Death of Client

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Description of the incident*

Date of Incident*

10/30/2019

Time of Incident*

Location of Incident*

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

Exhibit I

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Action Taken (check all that apply)*
Law Enforcement Contacted X

Please specify if other
Enter text

Description of Action Taken*
f

Outcome*
f added information cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null

<< < 4 > >>

CANCEL SAVE SUBMIT

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up Documents

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
------	------	--------	-------------	-------------

No documents yet.
Drop files here or click on the Add Document dropdown.

Task ID: 313 Source: 103: null

<< < 5 > >>

CANCEL SAVE SUBMIT

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

DBHIncidentReporting@fresnocountyca.gov

Exhibit I

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.

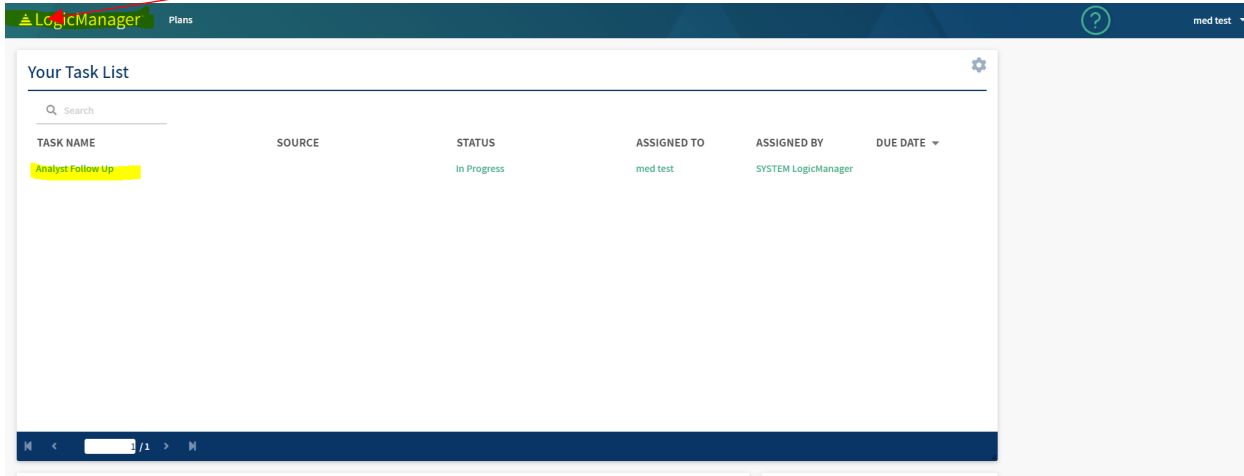


Exhibit J

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, Contractor, Contractor' employees and subcontractors 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, persons served, 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.

Exhibit J

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.

Exhibit J

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.

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ___/___/___

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: ___/___/___

Exhibit K

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

Contractor shall be required to maintain organizational provider certification by the host county. A copy of this renewal certificate must be furnished to County within thirty (30) days of receipt of certificate from host county. The Contractor must meet Medi-Cal organization provider standards as stated below. It is acknowledged that all references to Organizational Provider and/or Provider below shall refer to the Contractor.

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the COUNTY to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
9. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

Exhibit K

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
10. The County may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The County may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

Exhibit L
Health Insurance Portability and Accountability Act (HIPAA)

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

2. The Parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (“CFR”), Section 56 *et seq.* of the California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and Accountability Act (“HIPAA”), including but not limited to Section 1320d *et seq.* of Title 42, United States Code (“USC”) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, and The Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information.

Except as otherwise provided in this Agreement, Contractor, as a Business Associate of COUNTY, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for, or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure shall not violate the HIPAA. The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal responsibilities of the Business Associate.

3. Contractor shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).)

Exhibit L
Health Insurance Portability and Accountability Act (HIPAA)

This pertains to any and all persons receiving services pursuant to a COUNTY funded program. Contractor shall not use such identifying information for any purpose other than carrying out's obligations under this Agreement.

4. Contractor shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

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

6. Contractor shall provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI.

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

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

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

Exhibit L
Health Insurance Portability and Accountability Act (HIPAA)

disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and DBH's HIPAA Representative. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

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

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
(559) 600-6439
P.O.1221 Fulton Mall
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

8. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the Contractor on behalf of COUNTY, available to the United States Department of Health and Human Services upon demand.

9. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Upon COUNTY's request, Contractor shall provide COUNTY with information concerning such safeguards.

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,

Exhibit L
Health Insurance Portability and Accountability Act (HIPAA)

PHI) or sensitive data to authorized users only.

10. Mitigation of Harmful Effects

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

11. Contractor's Subcontractors

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

12. Effect of Termination

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

13. Interpretation

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

14. Regulatory References

Exhibit L
Health Insurance Portability and Accountability Act (HIPAA)

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

15. Survival

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

Exhibit M

Self-Dealing Transaction Disclosure Form

If Contractor or one of its subcontractors providing services under this Agreement is a corporation, this Exhibit applies. In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit M

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

Exhibit N

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

Exhibit N

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

Exhibit O

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;

Exhibit O

- (c) 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)

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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

— Dr. Martin Luther King, Jr.

Bibliography

1. U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
2. World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/
3. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>
4. LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: <http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%20Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf>
5. Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
6. Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
7. U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
8. National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286>

