

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of June, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO COMMUNITY MEDICAL CENTER d.b.a. COMMUNITY BEHAVIORAL HEALTH CENTER (CBHC), a California non-profit corporation, whose address is 7171 N. Cedar Avenue, Fresno, CA 93720, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, has determined there is a need for Inpatient Psychiatric Hospital Services; and

WHEREAS, COUNTY is authorized to contract for the provision of inpatient psychiatric hospital services to Fresno County Beneficiaries eligible for such services under the Medi-Cal program, pursuant to Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code and COUNTY may also determine the need to refer persons not eligible for Medi-Cal; and

WHEREAS, CONTRACTOR is willing and able to provide services to eligible Fresno County Beneficiaries and Recipients, pursuant to the terms and conditions of this Agreement; and

WHEREAS, COUNTY and CONTRACTOR mutually recognize that services under this Agreement will be rendered by CONTRACTOR to persons referred by COUNTY and it is not the intention of either COUNTY or CONTRACTOR that such individuals occupy the position of third-party beneficiaries of the obligations assumed by either party to this Agreement.

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

1. **DEFINITIONS**

A. **General Meaning of Words and Terms:** The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of health care or unless specifically defined in this Section or otherwise in this Agreement.

1 B. Administrative Day: “Administrative Day” means those days authorized by the
2 COUNTY in an acute inpatient facility when, due to the lack of an available nursing facility, the
3 Beneficiary’s or Recipient’s stay at an acute inpatient facility must be continued beyond the
4 Beneficiary’s or Recipient’s need for acute care.

5 C. Beneficiary: “Beneficiary” means a person certified as eligible for services under
6 the Medi-Cal program according to 22, California Code of Regulations section 5100.2, who is a Fresno
7 County Beneficiary and who is designated by “County Code 10.”

8 D. Delegate: “Delegate” means any natural or corporate person to whom the
9 CONTRACTOR transfers, pursuant to the terms of this Agreement, the primary responsibility to
10 perform any covenant assumed by CONTRACTOR in this Agreement.

11 E. Department: “Department” means the State Department of Health Care Services.

12 F. Fiscal Intermediary: “Fiscal Intermediary” means that person or entity that has
13 contracted, as specified in section 14104.3 of the California Welfare and Institutions Code, with the
14 Department to perform fiscal intermediary services related to this Agreement.

15 G. Recipients: Refers to all persons including, without limitation, low income,
16 uninsured and under-insured persons who qualify for mandated health services under the Uniform
17 Method for Determining Ability to Pay (UMDAP) under California Welfare and Institutions Code
18 sections 5709 and 5710 as determined by COUNTY.

19 H. Psychiatric Inpatient Hospital Services: “Psychiatric Inpatient Hospital Services”
20 means services, to include but not limited to, facilities, professional, allied and supportive medical and
21 paramedical personnel as provided either in an acute care hospital or a free-standing psychiatric
22 hospital to Beneficiaries and Recipients referred by COUNTY, for the care and treatment of an acute
23 episode of mental illness.

24 I. Physician and Transportation Services: “Physician Services” are those services
25 provided by a physician(s) during an acute inpatient stay. “Transportation Services” means those
26 services provided for transport to or from an acute inpatient facility or to or from an appropriate facility.

27 J. May: “May” is used to indicate a permissive or discretionary term or function.

28 ///

1 K. Shall: "Shall" is used to introduce a covenant of either COUNTY or
2 CONTRACTOR, and is mandatory.

3 2. OBLIGATIONS OF THE CONTRACTOR

4 A. Psychiatric Services

5 1) CONTRACTOR agrees to render Psychiatric Inpatient Hospital Services
6 to any Beneficiary in need of such services in accordance with regulations adopted pursuant to
7 Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, and to
8 Recipients referred by COUNTY or by an acute inpatient facility following medical clearance of a
9 beneficiary or recipient placed on an involuntary psychiatric hold pursuant to California Welfare and
10 Institutions Code 5150 when CONTRACTOR has the facilities available.

11 2) CONTRACTOR shall also triage any Beneficiary who directly seeks Adult
12 Psychiatric Inpatient Hospital Services. CONTRACTOR shall also accept any Beneficiary who directly
13 seeks Adult Psychiatric Inpatient Hospital Services when CONTRACTOR has facilities available. Subject
14 to third party liability and patient share of costs, if applicable, CONTRACTOR agrees to accept as
15 payment in full for Adult Psychiatric Inpatient Hospital Services payment, as provided in Section 4 of this
16 Agreement.

17 3) COUNTY and CONTRACTOR mutually recognize that services under this
18 Agreement will be rendered by CONTRACTOR to persons who meet medically necessity criteria for
19 inpatient psychiatric hospitalization and it is not the intention of either COUNTY or CONTRACTOR that
20 such individuals occupy the position of third-party beneficiaries of the obligations assumed by either
21 party to this Agreement.

22 4) CONTRACTOR shall, at its own expense, provide and maintain facilities
23 and professional, allied and supportive medical and paramedical personnel to provide all necessary
24 and appropriate Psychiatric Inpatient Hospital Services and shall ensure that family members are
25 involved in treatment when appropriate.

26 5) CONTRACTOR shall, at its own expense, provide and maintain the
27 organizational and administrative capabilities to carry out its duties and responsibilities under this
28 Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

1 6) CONTRACTOR shall receive reimbursement for an Administrative Day(s)
2 from the California State Department of Health Care Services, upon the condition that CONTRACTOR
3 agrees to be responsible for contacting less restrictive facilities (i.e., board and care facilities, room
4 and board facilities, licensed adult residential care facilities, etc.) within a sixty (60) mile radius of
5 CONTRACTOR's facility at least once every five (5) days to place Beneficiary in when Beneficiary no
6 longer requires CONTRACTOR's acute care. These contacts must be documented by a brief
7 description of status and the signature of the person making the contacts. Beneficiary's chart shall be
8 reviewed on a weekly basis if the Beneficiary's status has changed.

9 7) CONTRACTOR shall align programs, services, and practices with the
10 vision, mission, and guiding principles of the DBH, as further described in Exhibit A, "Fresno County
11 Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this
12 reference incorporated herein and made part of this Agreement.

13 8) CONTRACTOR shall send to County's DBH upon execution of this
14 Agreement, a detailed plan ensuring clinically appropriate leadership and supervision of their clinical
15 program. Recruitment and retaining clinical leadership with the clinical competencies to oversee services
16 based on the level of care and program design presented herein shall be included in this plan. A
17 description and monitoring of this plan shall be provided.

18 B. Licensure and Certification Conditions

19 1) CONTRACTOR hereby represents and warrants that it is currently, and
20 for the duration of this Agreement shall remain, certified by the Joint Commission and licensed as a
21 general acute care hospital or acute psychiatric hospital in accordance with sections 1250 *et seq.* of
22 the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the
23 California Code of Regulations.

24 2) CONTRACTOR hereby represents and warrants that it is currently, and
25 for the duration of this Agreement shall remain, certified under Title XVIII of the Federal Social Security
26 Act (42 U.S.C. sections 1395 *et seq.*).

27 C. Utilization Controls

28 As express conditions precedent to any authorization by COUNTY for payment

1 obligation under the terms of this Agreement: (1) CONTRACTOR shall adhere to all utilization controls
2 and obtain authorization for services in accordance with sections 14712 and 14718 of the California
3 Welfare and Institutions Code and regulations adopted pursuant thereto; and (2) CONTRACTOR shall
4 notify COUNTY within ten (10) calendar days of the emergency admission of a Beneficiary or
5 Recipient.

6 D. Appointment of Liaisons and Agency Status of CONTRACTOR's Liaison

7 1) CONTRACTOR shall designate in writing a person to act as liaison to
8 COUNTY. Such person shall coordinate all communications between the parties. The written
9 designation of such person shall constitute the conferral of full agency powers to bind CONTRACTOR
10 as principal in all dealings with COUNTY/Department(s).

11 2) COUNTY shall designate a liaison in conformity with the procedures and
12 with such authority as specified in Section 2(D) of this Agreement. In addition, a COUNTY Admitting
13 Interviewer shall certify UMDAP qualification for Recipients referred by COUNTY. COUNTY shall also
14 designate a Case Manager to coordinate discharges of Medi-Cal and UMDAP clients.

15 Communications to COUNTY shall be submitted to its liaison at the following:

16 Director or Designee
17 Department of Behavioral Health
18 1925 E. Dakota Ave.
19 Fresno, CA 93726

19 E. Service Location

20 Psychiatric Inpatient Hospital Services rendered Beneficiaries and Recipients
21 pursuant to this Agreement shall be rendered at the following facility: 7171 North Cedar Avenue,
22 Fresno, CA 93720.

23 F. Quality of Care

24 As express conditions precedent to any authorization by COUNTY for payment
25 under the terms of this Agreement, whether services are performed directly or through the
26 instrumentality of a Delegate as permitted under this Agreement, CONTRACTOR shall:

27 1) Assure that any and all eligible Beneficiaries receive care as required by
28 Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code and assure

1 that the same quality of care is rendered to all Recipients referred by COUNTY. Payment may be
2 denied by COUNTY when requirements are not met.

3 2) Take such action as required by CONTRACTOR's Medical Staff bylaws
4 against medical staff members who violate those bylaws, as the same may be from time to time
5 amended.

6 3) Provide Psychiatric Inpatient Hospital Services in the same manner to
7 persons covered by this Agreement as it provides to all patients to whom it renders Psychiatric
8 Inpatient Hospital Services.

9 4) Not discriminate in any manner, including admission practices and
10 placement in special or separate wings or rooms, nor make any provision of special or separate
11 meals.

12 G. Implementation Plan

13 CONTRACTOR's services and processes for implementation as identified in this
14 Agreement, shall incorporate COUNTY's "Implementation Plan for Psychiatric Inpatient Hospital
15 Services Consolidation", incorporated herein by reference. Such plan is subject to change pending
16 State approval/modifications. Upon the giving of thirty (30) days advance written notice to
17 CONTRACTOR any and all changes to such plan shall be incorporated herein and become part of this
18 Agreement.

19 H. Notification of Admission

20 CONTRACTOR shall notify COUNTY within 24 business hours of all
21 Beneficiaries and or Recipients admitted for services.

22 I. Complaints

23 CONTRACTOR shall log all complaints and the disposition of all complaints from
24 a consumer or a consumer's family. CONTRACTOR shall provide a summary of the complaint log
25 entries concerning COUNTY-sponsored Beneficiaries and Recipients to COUNTY at monthly
26 intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon.
27 CONTRACTOR shall post signs informing consumers of their right to file a complaint or grievance.
28 CONTRACTOR shall notify COUNTY of all incidents reportable to state licensing bodies that affect

1 COUNTY consumers within twenty-four (24) hours of receipt of a complaint. Consistent with
2 consumer privacy rights, CONTRACTOR shall allow Patient Rights Advocates access to the acute
3 psychiatric inpatient unit to investigate all complaints concerning conditions in the unit.

4 Within fifteen (15) days after each incident or complaint affecting COUNTY –
5 sponsored consumers, CONTRACTOR shall provide COUNTY with information relevant to the
6 complaint, investigative details of the complaint, not privileged by law, and the disposition of, or
7 corrective action taken to resolve the complaint.

8 Within fifteen (15) days after CONTRACTOR submits a corrective action plan to
9 a California State licensing and/or accrediting body concerning any sentinel event, as that term is
10 defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR
11 receives a corrective action order from a California State licensing and/or accrediting body to address
12 a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

13 J. Consumer Satisfaction Survey

14 CONTRACTOR shall annually conduct a consumer satisfaction survey of Medi-
15 Cal and UMDAP consumers who receive acute psychiatric inpatient services at CBHC.
16 CONTRACTOR shall use a survey instrument appropriate to the primary language of the consumer.
17 In administering the survey, CONTRACTOR shall use instruments in such threshold languages as
18 required by California State or Federal regulatory agencies, including the Office of Civil Rights that is
19 appropriate to the consumers' needs. CONTRACTOR shall take steps, as necessary to achieve a
20 proportionate sample of survey responses from consumers whose primary language is English and
21 each of the threshold languages in which surveys must be provided.

22 3. OBLIGATIONS OF THE COUNTY

23 A. Mental Health Certification Review Hearings

24 COUNTY will be responsible to provide for and compensate the Mental Health
25 Certification Review Hearing Officer for all hearings performed at CONTRACTOR's facility in
26 accordance with Welfare and Institutions Code Sections 5250 through 5270.35. CONTRACTOR will
27 provide a location that allows for confidentiality and is compatible with and is least disruptive to the
28 treatment being provided to the Beneficiary or Recipient.

1 B. Assistance by DBH Case Managers

2 DBH case managers will provide input on planning to CONTRACTOR and will
3 assist seriously mentally ill clients with necessary outpatient mental health and other necessary
4 services once the client is discharged. Said staff will not be responsible for the outcome of the
5 discharge planning or the bed utilization of the clients.

6 C. Onsite Reviews & Liaison Services by DBH

7 DBH shall designate select County clinical staff to perform onsite reviews and
8 liaison services for COUNTY consumers receiving services by CONTRACTOR. The designated
9 clinical staff shall perform chart reviews, Treatment Authorization Requests (TAR), and shall provide
10 mutually agreed to training to select CONTRACTOR staff.

11 4. PAYMENT PROVISIONS

12 A. Rate Structure

13 1) Beneficiaries

14 Provided that there shall first have been a submission of claims in
15 accordance with Section 3(C) of this Agreement, and payment authorization from COUNTY,
16 CONTRACTOR shall be paid by the California Department of Health Care Services at the following all-
17 inclusive rate per patient day for acute Psychiatric Inpatient Hospital Services, excluding professional
18 fees, based on the following accommodation codes:

19 Accommodation			
<u>Code</u>	<u>Description</u>	<u>Rate</u>	
20 169	Administrative 21 Day	\$597.34 (effective 8/1/18)	
22 124	Room & Board, 23 Semi-Private, 24 2-Bed, Psychiatric	\$1,287.21 (Fiscal Year 2018-19)	

25 2) Recipients

26 Only for those Recipients with UMDAP eligibility or retroactive eligibility
27 for the period of hospitalization and where COUNTY received notification within twenty-four (24) hours
28 of admission specifically referred by COUNTY to CONTRACTOR, and for which there shall first have

1 been a submission of claims in accordance with Section 4(C) of this Agreement and for each approved
 2 day as determined by utilization review performed by COUNTY, CONTRACTOR shall be paid by
 3 COUNTY at the following all-inclusive rate(s) per patient per day for acute Psychiatric Inpatient
 4 Hospital Services, excluding professional fees, based on the following accommodation codes:

Accommodation Code	Description	Rate
169	Administrative Day	\$597.34 (effective 8/1/18)
124	Room & Board, Semi-Private, 2-bed, Psychiatric	\$1,287.21 (Fiscal Year 2018-19)

10 It is agreed by all parties that the annual fiscal year rate increases will reflect the
 11 Consumer Price Index (CPI) rate for inpatient hospital services that is released during the last month
 12 of the current fiscal year not to exceed a maximum increase of four (4) percent from the previous fiscal
 13 year's rate for each subsequent fiscal year throughout the contract period not to exceed the maximum
 14 annual compensation amount of Four Million Five Hundred Fifty Thousand and No/100 Dollars
 15 (\$4,550,000.00). The maximum amount payable under this Agreement throughout the term of this
 16 Agreement, which includes a three-year base contract and two optional one-year extensions, is
 17 Twenty-Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$22,750,000). Quarterly
 18 volumes will be tracked by CONTRACTOR and provided to COUNTY not later than the end of the
 19 month following the end of each quarter (beginning with a report in October 2018 for the quarter
 20 ending September 30, 2018).

21 It is understood by COUNTY and CONTRACTOR that the California Department
 22 of Health Care Services, Rate and Development Branch is responsible for establishing the
 23 Administrative Day Rate during each State fiscal year, which may supersede the rate stated above. It
 24 is further understood by COUNTY and CONTRACTOR that the Department of Behavioral Health
 25 Director or designee and the Director or designee of Fresno Community Medical Center dba
 26 Community Behavioral Health Center (CONTRACTOR) are responsible for negotiating and
 27 establishing the Psychiatric Inpatient Day Rate (Room & Board, Semi-Private, 2-bed, Psychiatric)
 28 during each fiscal year, which may supersede the rate stated above. Said rate adjustment(s) shall be

1 approved by COUNTY's Department of Behavioral Health Director, or designee and CONTRACTOR
2 and become part of this Agreement. Any rate adjustment(s) shall not result in an increase to the
3 maximum compensation of the Agreement as stated herein.

4 Physician and Transportation Services

5 1) The rate structure under Section 4(A) of this Agreement is for Hospital
6 Services, and shall not include Physician Services rendered to Beneficiaries or Recipients covered
7 under this Agreement, or Transportation Services required in providing Psychiatric Inpatient Hospital
8 Services. However, in the event that Transportation Services are Medi-Cal eligible services,
9 they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services to the
10 State's Fiscal Intermediary.

11 2) Services to Beneficiaries or Recipients for non-psychiatric conditions
12 and/or diagnoses are not covered under this Agreement.

13 B. Billing Procedures as Express Conditions Precedent to COUNTY's
14 Authorization for Payment

15 1) As an express condition precedent to COUNTY's authorization for
16 payment under Section 4(A) of this Agreement, CONTRACTOR shall determine that Psychiatric
17 Inpatient Hospital Services rendered to a Beneficiary or Recipient are not covered, in whole or in part,
18 under any other State of California or Federal medical care program other than Medi-Cal, UMDAP, or
19 under any other contractual or legal entitlement, including, but not limited to, a private group
20 indemnification or insurance program or workers' compensation. To the extent that such coverage is
21 available, COUNTY's authorization for payment pursuant to Section 4(A) shall be reduced. The
22 Beneficiary's or Recipient's share of cost i.e., payments required to be made by Beneficiary or
23 Recipient's under applicable insurance policies, etc., will also reduce the State's Medi-Cal payment
24 obligation or COUNTY's payment obligation.

25 2) As a further express condition precedent to any COUNTY authorization
26 for payment under Section 4(A) of this Agreement, CONTRACTOR shall submit claims addressed to
27 Fresno County Mental Health Plan, 1925 E. Dakota Ave., Fresno, CA 93726; Attention Division
28 Manager for all services rendered to Beneficiaries under the terms of this Agreement, in

1 accordance with the applicable billing requirements contained in Section 14718 of the California
2 Welfare and Institutions Code and the regulations adopted thereto.

3 3) An authorized day of service shall be billed for each person who occupies
4 an inpatient psychiatric bed at 12:00 midnight in the facilities of either CONTRACTOR or an authorized
5 Delegate. Day of discharge shall not be billed. However, a day of service may be billed if the person
6 is admitted and discharged during the same day provided that such admission and discharge is not
7 within 24 hours of a prior discharge. For billing purposes, Beneficiaries and Recipients must meet
8 emergency admission criteria, documentation requirements, treatment and discharge planning
9 requirements and have received an approved TAR for the days being billed. TAR's and supporting
10 documentation must be submitted within fourteen (14) calendar days of Beneficiaries and Recipients
11 being discharged from the facility.

12 C. Recovery of Overpayments to CONTRACTOR, Liability for Interest

13 1) When an audit performed by COUNTY, the Department, the California
14 Department of Health Care Services, the State Controller's Office, or any other authorized agency
15 discloses that CONTRACTOR has been overpaid under this Agreement, or where the total payments
16 exceed the total liability under this Agreement, CONTRACTOR covenants that any such overpayment
17 or excess payment over liability may be recouped by COUNTY by withholding authorization of the
18 amount due from future payments, seeking recovery by payment from CONTRACTOR, or a
19 combination of these two methods.

20 2) Overpayments determined as a result of audits of periods prior to the
21 effective date of this Agreement may be recouped by COUNTY withholding authorization of the
22 amount due from what would otherwise be COUNTY's/Department's liability under this Agreement,
23 seeking recovery by payment from CONTRACTOR, or a combination of these two methods.

24 3) When recoupment or recovery is sought pursuant to Section 4(D)
25 CONTRACTOR may appeal according to applicable procedural requirements of Sections 14700 *et*
26 *seq.* and 14712 *et seq.* of the California Welfare and Institutions Code, with the following exceptions:

27 (a) The recovery or recoupment shall commence sixty (60) days after
28 issuance of account status or demand resulting from an audit or review and shall not be deferred by

1 the filing of a request for an appeal according to the applicable regulations.

2 (b) CONTRACTOR's liability to COUNTY for any amount recovered
3 under this Section shall be as provided in Section 14718 of the California Welfare and Institutions
4 Code and regulations adopted pursuant thereto.

5 D. Customary Charges Limitation

6 1) Notwithstanding any other provision in this Agreement, COUNTY's
7 authorization for payment to CONTRACTOR shall not exceed CONTRACTOR's total customary
8 charges for like services during each hospital fiscal year or part thereof, in which this Agreement is in
9 effect. COUNTY/Department may recoup any excess of total payments above such total customary
10 charges under Section 4(D).

11 2) As used in Section 4(D), "customary charges" is defined as those uniform
12 charges listed in a CONTRACTOR's established charge schedule which is in effect and applied
13 consistently to most patients and recognized for program reimbursement. Where a CONTRACTOR
14 does not have an established charge schedule in effect and applied to most patients, the determined
15 "customary charges" are the most frequent or typical charges imposed uniformly for given items or
16 services. However, in either case, in order to be considered customary charges, they must actually be
17 imposed uniformly on most patients and actually be collected from a substantial percentage of patients
18 liable for payment on a charge basis. Such charges must also be recognized for program
19 reimbursement (see Department of Health and Human Services, Health Care Financing
20 Administration, Medicare Provider Reimbursement Manual, Part 1 ("HCFA 15-1"), Chapter 26 Section
21 2604.3), and is defined in conformity with 42 USC Section 1395f, 42 CFR Part 413 and the regulations
22 promulgated pursuant thereto. "Nominal" provider's charges are exempt from this section. A
23 provider's charges are considered "nominal" where the aggregate customary charges are less than
24 one-half of the reasonable cost of service or items by such charges. Nominal charges are charges
25 which are usually token in nature and not intended to be full reimbursement for the items or services
26 furnished (HCFA 15-1, Chapter 26, Section 2604.4).

27 5. FUNDING

28 In the event that funding for these services is delayed by the State Controller, COUNTY

1 may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the
2 amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral
3 by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY
4 plus forty-five (45) days.

5 6. TERM

6 The term of this Agreement shall be for a period of five (5) years, commencing on July 1,
7 2018 through and including June 30, 2023. The term includes a three-year base contract and two
8 optional one-year extensions upon approval of both parties no later than thirty (30) days prior to the
9 first day of the next twelve (12) month extension period. The Director, Department of Behavioral
10 Health, or his or her designee is authorized to execute such written approval on behalf of COUNTY
11 based on CONTRACTOR's satisfactory performance.

12 The terms of this Agreement shall continue to apply to any Beneficiary(ies) and
13 Recipient(s) receiving Adult Psychiatric Inpatient Hospital Services at the date of termination.

14 7. TERMINATION

15 A. Non-Allocation of Funds

16 The terms of this Agreement, and the services to be provided thereunder, are
17 contingent on the approval of funds by the appropriating government agency. Should sufficient funds
18 not be allocated, the services provided may be modified, or this Agreement terminated at any time by
19 giving CONTRACTOR thirty (30) days advance written notice.

20 B. Breach of Contract

21 COUNTY or CONTRACTOR may immediately suspend or terminate this
22 Agreement in whole or in part, where in the determination of COUNTY or CONTRACTOR there is:

- 23 1) An illegal or improper use of funds;
- 24 2) A failure to comply with any term of this Agreement;
- 25 3) A substantially incorrect or incomplete report submitted to COUNTY
26 which is not cured within 60 days of notice provided by COUNTY to CONTRACTOR;
- 27 4) Improperly performed service.

28 In no event shall any payment by COUNTY constitute a waiver by COUNTY of

1 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
2 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
3 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
4 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
5 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
6 promptly refund any such funds upon demand or at COUNTY's option, such repayment shall be
7 deducted from future payments owing to CONTRACTOR under this Agreement.

8 C. Without Cause

9 Under circumstances other than those set forth above, this Agreement may be
10 terminated by CONTRACTOR or COUNTY or COUNTY's Director Department of Behavioral Health or
11 designee upon the giving of thirty (30) days advance written notice of an intention to terminate.

12 8. DELEGATION OF CONTRACTOR'S DUTIES: WHEN PERMITTED

13 A. CONTRACTOR and COUNTY recognize that the Psychiatric Inpatient Hospital
14 Services to be rendered under this Agreement are personal and non-delegable, except as provided in
15 this Agreement. Any attempt by CONTRACTOR to delegate or otherwise vest responsibility for
16 performance of its duties in any manner other than those expressly permitted in this section shall
17 constitute a present material breach of this Agreement.

18 B. Except as limited by Section 8(E), delegation of duties by CONTRACTOR shall
19 not constitute a present material breach only if in conformity with one of the following:

- 20 1) The Delegate renders the Psychiatric Inpatient Hospital Service at
21 CONTRACTOR's facility or location.
- 22 2) For services to Medi-Cal Beneficiaries only, if the total of all payments by
23 CONTRACTOR for all delegated services not covered under Section 8(B) by (1) nor specially
24 authorized under (3) will not exceed five percent (5%) of the total Medi-Cal inpatient psychiatric billing
25 by CONTRACTOR in any consecutive three-month period, CONTRACTOR may delegate duties to
26 any qualified Delegate under Section 8(C) without the prior written approval of COUNTY.
- 27 3) Any delegation not authorized under Section 8(B)(1) or 8(B)(2) shall
28 require the prior written approval of COUNTY. Such prior written approval must be requested in a

1 written application which identifies the proposed Delegate or Delegates, warrants their qualification to
2 render services required by and in conformity with the terms of this Agreement, and identifies the
3 categories of services to be delegated along with an estimate of the percentage of services in those
4 categories which CONTRACTOR anticipates will be rendered by the Delegate or Delegates.

5 C. When authorization is given pursuant to Section 8(B)(3), CONTRACTOR shall be
6 responsible for all aspects of performance by its Delegate or Delegates. CONTRACTOR hereby
7 agrees that any default, refusal to perform or defective performance of any delegated duty or service
8 shall constitute a breach of this Agreement on the part of CONTRACTOR to the same extent
9 as if such default, refusal to perform or defective performance had been directly committed or incurred
10 by CONTRACTOR.

11 D. All costs for services rendered by a Delegate or Delegates are included in the all
12 inclusive rates paid to CONTRACTOR pursuant to Section 4 of this Agreement.

13 E. As a limitation upon the authorizations set forth in Section 8(B), no delegation
14 shall be attempted or entered if:

15 1) The Delegate is not licensed and certified to the same extent, as that
16 required of CONTRACTOR under Section 2(B) of this Agreement; or

17 2) The location at which the Delegate is to perform the delegated services is
18 at such a distance from CONTRACTOR's location that it is beyond the range considered acceptable in
19 the opinion of COUNTY for provision of the delegated services as it could unnecessarily or unduly
20 burden affected Beneficiaries; or

21 3) The services are available at CONTRACTOR's location. CONTRACTOR
22 shall not discriminate against Beneficiaries in making a determination of availability of facilities at its
23 own location.

24 9. DELEGATION OF CONTRACTOR'S DUTIES: HOW ACCOMPLISHED

25 In any delegation pursuant to authorization contained in Section 4(B)(3), CONTRACTOR
26 shall contract in writing with a Delegate or Delegates for the assumption of the primary duty of
27 performance of the duties assumed by CONTRACTOR under the terms of this Agreement. Any
28 written contract of delegation shall include the following terms:

1 A. Covenants on the part of CONTRACTOR and the Delegate that the contract of
2 delegation shall be governed by and construed in accordance with all applicable laws and regulations
3 and this Agreement.

4 B. Specification of the services to be provided by the Delegate.

5 C. Specification of the term of the contract of delegation including the beginning and
6 ending dates, as well as methods of extension, renegotiation and termination.

7 D. A warranty by the Delegate that it presently conforms, and during the life of the
8 delegation shall continue to conform, to the licensure and certification requirements exacted from
9 CONTRACTOR under Section 2(B) of this Agreement and that its failure to abide by the terms of this
10 warranty shall be an express condition subsequently discharging CONTRACTOR from all obligations
11 under the terms of the contract of delegation.

12 E. A covenant running to COUNTY as an intended third party beneficiary of the
13 contract of delegation whereby the delegate promises:

14 1) To maintain, for at least six (6) years after the close of the fiscal year in
15 which the contract of delegation was in effect, full books and records pertaining to the goods and
16 services furnished under the terms of the delegation in accordance with general standards applicable
17 to such book and record keeping.

18 2) To make the books and records maintained under Section 13 available
19 for inspection, examination or copying by agents of COUNTY, the California Department of Health
20 Care Services and the United States Department of Health and Human Services at all reasonable
21 times at the Delegate's place of business, or at such other location in California approved in writing by
22 COUNTY.

23 3) To make full disclosure of the method and amount of compensation or
24 other direct or indirect consideration received by the Delegate from CONTRACTOR.

25 4) That no services rendered on behalf of CONTRACTOR by the Delegate
26 pursuant to the contract of delegation will be billed to COUNTY or the fiscal intermediary by the
27 Delegate; the Delegate will look exclusively to CONTRACTOR for compensation under the terms of
28 the contract of delegation.

1 5) To hold harmless COUNTY, the State Department of Health Care
2 Services, the State of California and Beneficiaries in the event that CONTRACTOR cannot or will not
3 pay for services performed by the Delegate pursuant to the terms of the contract of delegation.

4 10. PATIENT RIGHTS

5 CONTRACTOR, or any Delegate performing the covenants of CONTRACTOR pursuant
6 to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient
7 rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section
8 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations
9 Section 438.100. Complaints by Beneficiaries or Recipients with regard to substandard conditions
10 may be investigated by COUNTY's Patient's Rights Advocate, COUNTY, the State Department of
11 Health Care Services, the Joint Commission, or such other agency, as required by law or regulation.

12 11. REPORTING

13 CONTRACTOR, or any Delegate performing the covenants of CONTRACTOR pursuant
14 to the terms of this Agreement, shall provide at COUNTY's request, any required reports to COUNTY
15 which may include performance outcome reports.

16 12. UMDAP APPLICATION

17 CONTRACTOR shall inform low income, uninsured and under-insured persons admitted
18 to facility of the COUNTY's UMDAP program. COUNTY authorizes CONTRACTOR to initiate the
19 UMDAP application process using a COUNTY-approved form (Exhibit B of this Agreement, attached
20 hereto and incorporated herein by reference) and may transcribe information as stated by person or
21 family onto said form. The application form must have the original signature of the person admitted to
22 facility or his/her authorized representative. The completed application shall be submitted to COUNTY
23 within one (1) business day of admission for inpatient psychiatric services. COUNTY reserves the
24 right to determine UMDAP eligibility and will notify CONTRACTOR of the person's eligibility within five
25 (5) working days.

26 13. RECORDS

27 A. Documentation Standards

28 CONTRACTOR shall maintain records in accordance with Exhibit C,

1 “Documentation Standards for Client Records”, attached hereto and incorporated herein by reference.
2 During site visits, COUNTY shall be allowed to review records of services provided, including the goals
3 and objectives of the treatment plan, and how the therapy provided is achieving the goals and
4 objectives. All medical records shall be maintained for a minimum of 10 years from the date of the end
5 of the Agreement.

6 B. Records to be Kept, Audit or Review, Availability, Period of Retention

7 CONTRACTOR covenants that the following will occur:

8 1) It shall maintain books, records, documents, and other evidence,
9 accounting procedures, and practices sufficient to properly reflect all direct and indirect costs of
10 whatever nature claimed to have been incurred in the performance of this Agreement.

11 2) The above information shall be maintained in accordance with Medicare
12 principles of reimbursement and generally accepted accounting principles, and shall be consistent with
13 the requirements of the Office of Statewide Health Planning and Development.

14 3) It shall also maintain medical records required by Sections 70747 - 70751
15 of Title 22 of the California Code of Regulations, and other records related to a Beneficiary's or
16 Recipient's eligibility for services, the service rendered, the Beneficiary to whom the service was
17 rendered, the date of the service, the medical necessity of the service and the quality of the care
18 provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California
19 Code of Regulations.

20 4) The facility or office, or such part thereof as may be engaged in the
21 performance of this Agreement, and the information specified in this Section shall be subject at all
22 reasonable times to inspection, audits and reproduction by any duly authorized agents of COUNTY,
23 Department, the California State Department of Health Care Services, the Federal Department of
24 Health and Human Services and Comptroller General of the United States.

25 5) It shall preserve and make available its records relating to payments
26 made under this Agreement for a period of six (6) years from the close of CONTRACTOR's fiscal year,
27 or for such longer period, required by subsections (a) and (b) below.

28 (a) If this Agreement is terminated, the records relating to the work

1 terminated shall be preserved and made available for a period of six (6) years from the date of the last
2 payment made under this Agreement.

3 (b) If any litigation, claim, negotiation, audit or other action involving
4 the records has been started before the expiration of the six (6) -year period, the related records shall
5 be retained until completion and resolution of all issues arising therefrom or until the end of the six (6) -
6 year period, whichever is later.

7 C. Records and Audit Provisions

8 1) On-site Reviews

9 Agents of COUNTY and the California Department of Health Care
10 Services shall conduct audits or reviews, including on-site audits or reviews, of performance under this
11 Agreement. These audits or reviews may evaluate the following:

12 (a) Level and quality of care and the necessity and appropriateness of
13 the services provided.

14 (b) Internal procedures for assuring efficiency, economy and quality of
15 care and program compliance.

16 (c) Compliance with COUNTY Client Grievances Procedures.

17 (d) Monitoring of Beneficiary complaints.

18 (e) Financial records for fiscal audits when determined necessary to
19 protect public funds.

20 2) CONTRACTOR shall make adequate office space available for the review
21 team or auditors to meet and confer. Such space must be capable of being locked and secured to
22 protect the work of the review team or auditors during the period of their investigation.

23 3) On-site reviews and audits shall occur during normal working hours with
24 at least 72-hour notice, except that unannounced on-site reviews and requests for information may be
25 made in those exceptional situations where arrangement of an appointment beforehand is clearly not
26 possible or clearly inappropriate to the nature of the intended visit.

27 14. CULTURAL COMPETENCE

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

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

7 B. Policies and procedures for ensuring access and appropriate use of trained
8 interpreters and material translation services for all LEP clients, including, but not limited to, assessing
9 the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and
10 monitoring its language assistance program. The CONTRACTOR procedures must include ensuring
11 compliance of any sub-contracted providers with these requirements.

12 C. CONTRACTOR shall not use minors as interpreters.

13 D. CONTRACTOR shall provide and pay for interpreting and translation services to
14 persons participating in CONTRACTOR services who have limited or no English language proficiency,
15 including services to persons who are deaf or blind. Interpreter and translation services shall be
16 provided as necessary to allow such participants meaningful access to the programs, services and
17 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of
18 CONTRACTOR "vital documents" (those documents that contain information that is critical for
19 accessing CONTRACTOR services or are required by law) shall be provided to participants at no cost
20 to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or
21 partners who interpret or translate for a program participant, or who directly communicate with a
22 program participant in a language other than English, demonstrate proficiency in the participant's
23 language and can effectively communicate any specialized terms and concepts peculiar to
24 CONTRACTOR services.

25 E. Cultural Competency Responsibilities

26 In alignment with COUNTY's Department of Behavioral Health (DBH) Mental
27 Health Services Act Three-Year Plan, Mental Health Plan, and Cultural Competency Plan,
28 CONTRACTOR shall provide culturally competent and culturally responsive services. CONTRACTOR

responsibilities shall include:

1) Mental Health & Substance Use Disorder direct service providers must complete eight (8) hours of annual cultural competency training. Training hours may include completing culturally competent courses through DBH Learning Management System or attending cultural awareness events. DBH will provide opportunities and track completion of training hours through its Learning Management System.

2) When providing interpretation services for DBH clients, CONTRACTOR must utilize interpreters who have received annual training and have been monitored for language competence. By July 1st of each year, CONTRACTOR shall provide DBH with its current list of interpreters, which includes training dates and monitoring results. CONTRACTOR shall not utilize any interpreter who has not received annual training and/or has not demonstrated language competence.

3) In order for DBH to ensure cultural, racial/ethnic and linguistic group of direct service providers in comparison to the population needing services and being served, CONTRACTOR shall complete and email Monthly Staffing Report, which includes gender & ethnicity by the 10th of every month.

F. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>.

15. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability,

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
2 gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall
3 insure that the evaluation and treatment of employees and applicants for employment are free of such
4 discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair
5 Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder
6 (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3,
7 Title 2 of the Government Code (Gov. Code §§11135-11139), and the regulations or standards
8 adopted by the awarding state agency to implement such article. Contractor shall permit access by
9 representatives of the Department of Fair Employment and Housing and the awarding state agency
10 upon reasonable notice at any time during the normal business hours, but in no case less than 24
11 hours' notice, to such of its books, records, accounts, and all other sources of information and its
12 facilities as said Department or Agency shall require to ascertain compliance with this clause.
13 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to
14 labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code
15 Regs., tit. 2, §11105.) CONTRACTOR shall include the Non-Discrimination and compliance provisions
16 of this clause in all subcontracts to perform work under the Agreement.

17 16. ASSUMPTION OF RISK BY CONTRACTOR

18 Whether rendered directly, indirectly or through the instrumentality of a Delegate as
19 permitted under this Agreement, CONTRACTOR shall bear total risk for the cost of all Psychiatric
20 Inpatient Hospital Services rendered under this Agreement. As used in Section 16 "risk" means that
21 CONTRACTOR covenants to accept as payment in full for the Psychiatric Inpatient Hospital Services
22 described herein, those payments received pursuant to Section 4 of this Agreement. Such
23 acceptance of the risk shall be made irrespective of whether the cost of such services, and related
24 administrative expenses, shall have exceeded the authorized payment by COUNTY as set forth in this
25 Agreement.

26 17. GOVERNING AUTHORITIES

27 A. This Agreement shall be governed and construed in accordance with:

- 28 1) Part 2.5, Division 5 of the California Welfare and Institutions Code and

1 regulations adopted pursuant thereto and all other applicable State of California laws and regulations
2 according to their content on the effective date stipulated in Section 6; and

3 2) Titles 42 and 45 of the Code of Federal Regulations and all other
4 applicable Federal laws and regulations according to their content on and after the Agreement's
5 effective date stipulated in Section 6, except those provisions or applications of those provisions waived
6 by the Secretary of the United States Department of Health and Human Services; and

7 3) The laws of the State of California.

8 B. Any provision of this Agreement in conflict with the laws or regulations stipulated
9 in Section 17(A) is hereby amended to conform to the provisions of those laws and regulations. Such
10 amendment of the Agreement shall be effective on the effective date of the statute or regulation
11 necessitating it, and shall be binding on the parties even though such amendment may not have been
12 reduced to writing and formally agreed upon and executed by the parties as provided in Section 6.

13 C. Conformance with Federal Regulations

14 1) CONTRACTOR stipulates that this Agreement, in part, implements Title
15 XIX of the Federal Social Security Act (42 U.S.C. §§1396 *et seq.*) and, accordingly, covenants that it
16 will conform to such requirements and regulations as the United States Department of Health and
17 Human Services may issue from time to time, pursuant to Title XIX of the Federal Social Security Act,
18 except for those provisions waived by the Secretary of the United States Department of Health and
19 Human Services.

20 2) CONTRACTOR shall conform with the provisions of the Copeland Anti-
21 Kickback Act (18 U.S.C. 874 and 40 U.S.C. § 3145) which required that all contracts and subcontracts
22 in excess of Two Thousand and No/100 Dollars (\$2,000.00) for construction or repair awarded by the
23 contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-
24 Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (Title 29, CFR,
25 Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in
26 part by Loans or Grants from the United States").

27 3) CONTRACTOR shall comply with the provisions of Davis-Bacon Act, as
28 amended (40 U.S.C. 3142 to 3148), which requires that, when required by Federal Medicaid program

1 legislation, all construction contracts awarded by the Contractor and its Subcontractors of more than
2 Two Thousand and No/100 Dollars (\$2,000.00) shall include a provision for compliance with the Davis-
3 Bacon Act (40 U.S.C. 3142 to 3148) as supplemented by Department of Labor regulations (Title 29,
4 CFR, Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and
5 Assisted Construction").

6 4) CONTRACTOR shall comply with the provisions of the Contract Work
7 Hours and Safety Standards Act (40 U.S.C. 3701 to 3708), as applicable, which requires that all
8 subcontracts awarded by the Contractor in excess of Two Thousand and No/100 Dollars (\$2,000.00)
9 for construction and in excess of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for
10 other subcontracts that involve the employment of mechanics or laborers shall involve a provision for
11 compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40
12 U.S.C. 3701 to 3708), as supplemented by Department of Labor regulations (Title 29, CFR, Part 5).

13 5) CONTRACTOR shall comply with the provisions of Title 42, CFR, Section
14 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes
15 parties listed on the General Services Administration's list of parties excluded from federal
16 procurement or non-procurement programs from having a relationship with the Contractor.

17 6) CONTRACTOR shall not employ or contract with provider or other
18 individuals and entities excluded from participation in Federal health care programs under either
19 Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for
20 amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Insurance
21 Program, except for emergency services.

22 18. AGREEMENT ADMINISTRATOR - DELEGATION OF AUTHORITY

23 COUNTY will administer this Agreement through a single administrator, the Director or
24 designee of Department of Behavioral Health. Until such time as COUNTY gives CONTRACTOR
25 written notice of a successor appointment, the person designated above shall make all determinations
26 and take all actions necessary to administer this Agreement, subject to the limitations of California
27 laws and California State administrative regulations. No person other than the Director or designee
28 shall be considered to have the delegated authority of, or to be acting on behalf of, the Director or

1 designee unless the Director or designee has expressly stated in writing that the person is acting as
2 his/her authorized agent.

3 19. PROHIBITION ON PUBLICITY

4 None of the funds, materials, property or services provided directly or indirectly under
5 this Agreement shall be used for CONTRACTOR advertising, fundraising, or publicity (i.e., purchasing
6 of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
7 above, publicity of the services described in Section 2 of this Agreement shall be allowed as
8 necessary to raise public awareness about the availability of such specific services when approved in
9 advance by COUNTY's DBH Director or designee and at a cost to be provided in Section
10 4 of this Agreement for such items as written/printed materials, the use of media (i.e., radio, television,
11 newspapers) and any other related expense(s).

12 20. SINGLE AUDIT CLAUSE

13 A. If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100 Dollars
14 (\$750,000.00) or more in Federal and Federal flow through monies, CONTRACTOR agrees to conduct
15 an annual audit in accordance with the requirements of the Single Audit Standards as set forth in
16 Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and
17 management letter to COUNTY. The audit must include a statement of findings or a statement that
18 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
19 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
20 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
21 COUNTY's Department of Behavioral Health Business Office for review within nine (9) months of the
22 end of any fiscal year in which funds were expended and/or received for the program. Failure to
23 perform the requisite audit functions as required by this Agreement may result in COUNTY performing
24 the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform
25 said audit, or, may result in the inability of COUNTY to enter into future agreements with
26 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
27 CONTRACTOR.

28 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts

1 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or
2 CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable, a
3 program audit must be performed and a program audit report with management letter shall be
4 submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's
5 solvency. Said audit report shall be delivered to COUNTY's Department of Behavioral Health
6 Business Office for review no later than nine (9) months after the close of the fiscal year in which the
7 funds supplied through this Agreement are expended. Failure to comply with this Act may result in
8 COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform
9 said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who
10 agrees to take corrective action to eliminate any material noncompliance or weakness found as a
11 result of such audit. Audit work performed by COUNTY under Section 20 shall be billed to the
12 CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax
13 Collector.

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

19 21. INDEPENDENT CONTRACTOR

20 In performance of the work, duties, and obligations assumed by CONTRACTOR under
21 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
22 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
24 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
25 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
26 work and function. However, COUNTY shall retain the right to administer this Agreement so as to
27 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
28 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules

1 and regulations, if any, of governmental authorities having jurisdiction over matters which are directly
2 or indirectly the subject of this Agreement.

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

11 22. MODIFICATION

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

14 23. BENEFICIARY ELIGIBILITY

15 This Agreement is not intended to change the determination of Medi-Cal eligibility for
16 Beneficiaries in any way. However, in the event the California State Legislature or Congress of the
17 United States enacts a statute which redefines Medi-Cal eligibility so as to affect the provision of
18 Psychiatric Inpatient Hospital Services under this Agreement, this new definition shall apply to the
19 terms of this Agreement.

20 24. MONITORING

21 CONTRACTOR agrees to extend to COUNTY's DBH Director and the State Department
22 Health Care Services, Mental Health Services Division (MHSD), or their designees, the right to review
23 and monitor records, programs or procedures, at any time within reasonable business hours and with 24-
24 hour advance notice, in regard to clients, as well as the overall operation on CONTRACTOR programs, in
25 order to ensure compliance with the terms and conditions of this Agreement.

26 25. REPORTS

27 A. Cost Report

28 CONTRACTOR agrees to submit a complete and accurate detailed cost report

1 on an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the
2 purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. Each cost report will
3 be the source document for several phases of settlement with the DHCS for the purposes of Short
4 Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity
5 number established during the Medi-Cal certification process. The information provided applies to
6 CONTRACTOR for program related costs for services rendered to Medi-Cal and non Medi-Cal. The
7 CONTRACTOR will remit a schedule to provide the required information on published charges (PC)
8 for all authorized services. The report will serve as a source document to determine their usual and
9 customary charge prevalent in the public mental health sector that is used to bill the general public,
10 insurers or other non-Medi-Cal third party payers during the course of business operations.
11 CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections.
12 CONTRACTOR shall also submit with each cost report a copy of the CONTRACTOR general ledger
13 that supports revenues and expenditures for the said services. CONTRACTOR must also include a
14 reconciled detailed report of the total units of services rendered under this Agreement compared to
15 the units of services entered by CONTRACTOR into COUNTY's data system.

16 Cost reports must be submitted to the COUNTY as a hard copy with a signed
17 cover letter and electronic copy of the completed DHCS cost report form along with requested
18 support documents following each fiscal year ending June 30th. During the month of September of
19 each year this Agreement is effective, COUNTY will issue instructions of the annual cost report
20 which indicates the training session, DHCS cost report template worksheets, and deadlines to
21 submit as determined by the State annually. Remit the hard copies of the cost reports to County of
22 Fresno, Attention: Cost Report Team, P.O. Box 45003, Fresno, CA 93718. Remit the electronic
23 copy or any inquiries to DBHcostreportteam@fresnocountyca.gov.

24 All cost reports must be prepared in accordance with Generally Accepted
25 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)
26 and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost
27 report and invoice reimbursements.

28 If the CONTRACTOR does not submit the cost report by the deadline, including

1 any extension period granted by the COUNTY, the COUNTY may withhold payments of pending
2 invoicing under compensation until the cost report has been submitted and clears COUNTY desk
3 audit for completeness.

4 B. Settlements with State Department of Health Care Services (DHCS)

5 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR
6 agree to settle dollar amounts disallowed or settled in accordance with DHCS and COUNTY audit
7 settlement findings related to the Medi-Cal and realignment reimbursements. CONTRACTOR will
8 participate in the several phases of settlements between COUNTY, CONTRACTOR and DHCS. The
9 phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-
10 Cal services and audit settlement-DHCS audit: 1) initial cost reporting - after an internal review by
11 COUNTY, the COUNTY files cost report with DHCS on behalf of the CONTRACTOR legal entity for
12 the fiscal year; 2) Settlement –State reconciliation of records for paid Medi-Cal services, approximately
13 eighteen (18) to thirty-six (36) months following the State close of the fiscal year, DHCS will send
14 notice for any settlement under this provision will be sent to the COUNTY; and 3) Audit Settlement-
15 DHCS audit. After final reconciliation and settlement, COUNTY and/or DHCS may conduct a review of
16 medical records, cost report along with support documents submitted to COUNTY in initial submission
17 to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR
18 legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer
19 payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow federal
20 Medicaid procedures for managing overpayments.

21 If at the end of the Audit Settlement, the COUNTY determines that it
22 overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related
23 overpayment back to the COUNTY. Funds owed to COUNTY will be due within forty-five (45)
24 days of notification by the COUNTY, or COUNTY shall withhold future payments until all excess
25 funds have been recouped by means of an offset against any payments then or thereafter owing to
26 CONTRACTOR under this or any other Agreement.

27 ///

28 ///

1 C. Outcome Reports

2 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
3 requested by DBH. Outcome reports and outcome requirements are subject to change at COUNTY
4 DBH's discretion.

5 D. Additional Reports

6 CONTRACTOR shall also furnish to COUNTY such statements, records, reports,
7 data, and other information as COUNTY's DBH may request pertaining to matters covered by this
8 Agreement. In the event that CONTRACTOR fails to provide such reports or other information required
9 hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is
10 compliance. In addition, CONTRACTOR shall provide written notification and explanation to
11 COUNTY within five (5) days of any funds received from another source to conduct the same services
12 covered by this Agreement.

13 26. NON-ASSIGNMENT

14 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
15 duties under this Agreement without the prior written consent of the other party.

16 27. HOLD HARMLESS

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
18 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
19 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
20 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
21 agents or employees under this Agreement, and from any and all costs and expenses, including
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
23 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
24 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
25 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
26 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

27 28. LIMITATION OF COUNTY/STATE LIABILITY

28 The liability of COUNTY and State of California shall not exceed the amount of funds

1 appropriated in the support of this Agreement by the California Legislature.

2 29. INSURANCE

3 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
4 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
5 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
6 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

7 A. Commercial General Liability

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

13 CONTRACTOR shall obtain endorsements to the Commercial General Liability
14 insurance naming the County of Fresno, its officers, agents, and employees, individually and
15 collectively, as additional insured, but only insofar as the operations under this Agreement are
16 concerned. Such coverage shall apply as primary insurance and any other insurance, or self-insurance,
17 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing
18 with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled
19 or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

20 B. Automobile Liability

21 Comprehensive Automobile Liability/Business Automobile Insurance with limits of
22 not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages.
23 Coverage should include any auto used in connection with this Agreement.

24 C. Professional Liability

25 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and
26 effect for a period of five (5) years following the termination of this Agreement, one or more policies of
27 professional liability insurance with limits of coverage as specified herein.

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,

1 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
2 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
3 aggregate.

4 D. Worker's Compensation

5 A policy of Worker's Compensation insurance as may be required by the
6 California Labor Code. CONTRACTOR hereby waives its right to recover from COUNTY, its
7 officers, agents, and employees any amounts paid by the policy of worker's compensation
8 insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any
9 endorsement to such policy that may be necessary to accomplish such waiver of subrogation,
10 but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
11 CONTRACTOR obtains such an endorsement.

12 E. Sexual Abuse/Molestation Liability

13 CONTRACTOR serving vulnerable classes of persons (e.g., children, elderly)
14 shall maintain Sexual Abuse / Molestation Liability Insurance with limits of not less than One Million
15 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. Cyber
16 Liability

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

26 Claims-Made Policies: If any of the required insurance policies provide claims-made
27 coverage, the policy must adhere to the following: the Retroactive Date must be shown, and must be
28 before the date of the contract or the beginning of contract work; be maintained and evidence of

1 insurance must be provided for at least five (5) years after completion of the contract work; and if
2 coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a
3 retroactive date prior to the contract effective date, CONTRACTOR must purchase “extended reporting”
4 coverage for a minimum of five (5) years after completion of contract work.

5 Within Thirty (30) days from the date CONTRACTOR signs and executes this
6 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above
7 for all of the foregoing policies, as required herein, to the County of Fresno, 1925 E. Dakota Avenue,
8 Fresno, California, 93726, Attention: Mental Health Plan, stating that such insurance coverage have
9 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not
10 be responsible for any premiums on the policies; that such Commercial General Liability insurance
11 names the County of Fresno, its officers, agents and employees, individually and collectively, as
12 additional insured, but only insofar as the operations under this Agreement are concerned; that such
13 coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by
14 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
15 provided under CONTRACTOR’s policies herein; and that this insurance shall not be cancelled or
16 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

17 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
18 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
19 Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers
20 licensed to do business in the State of California, and such insurance shall be purchased from
21 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

22 30. AMERICANS WITH DISABILITIES ACT

23 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant
24 to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation
25 Act (29 USCS § 794d) and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794
26 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal
27 Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies
28 to make their electronic and information technology (EIT) accessible to people with

1 disabilities. California Government Code Section 11135 codifies Section 508 of the Act requiring
2 accessibility of electronic and information technology.

3 31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

4 To the extent necessary to prevent disallowance of reimbursement under Section
5 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of ten
6 (10) years after the furnishing of services under this Agreement, CONTRACTOR shall make available,
7 upon written request to the Secretary of the United States Department of Health and Human Services,
8 or upon request to the Comptroller General of the United States General Accounting Office, or any of
9 their duly authorized representatives, a copy of this Agreement and such books, documents, and
10 records as are necessary to certify the nature and extent of the costs of these services provided by
11 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event
12 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value
13 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,
14 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
15 of ten (10) years after the furnishing of such services pursuant to such subcontract, the related
16 organizations shall make available, upon written request to the Secretary of the United States
17 Department of Health and Human Services, or upon request to the Comptroller General of the United
18 States General Accounting Office, or any of their duly authorized representatives, a copy of such
19 subcontract and such books, documents, and records of such organization as are necessary to verify
20 the nature and extent of such costs. The respective rights and obligations of CONTRACTOR as stated
21 in this section shall survive the termination or expiration of this agreement.

22 32. CONFLICT OF INTEREST

23 No officer, agent, or employee of the COUNTY who exercises any function or
24 responsibility for planning and carrying out the services provided under this Agreement shall have any
25 direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the
26 COUNTY who exercises any function or responsibility for planning and carrying out the services
27 provided under this Agreement shall have any direct or indirect personal financial interest in this
28 Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR to fulfill

1 any contractual obligations with COUNTY. The CONTRACTOR shall also comply with all Federal,
2 State of California, and local conflict of interest laws, statutes, and regulations, which shall be
3 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
4 the COUNTY.

5 33. REFERENCES TO LAWS AND RULES

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

9 34. COMPLIANCE WITH STATE REQUIREMENTS

10 CONTRACTOR recognizes that COUNTY operates its mental health programs under
11 an agreement with DHCS, and that under said agreement the State imposes certain requirements on
12 COUNTY and its CONTRACTOR and its subcontractors. CONTRACTOR shall adhere to all State
13 requirements, including those identified in Exhibit D "State Mental Health Requirements", attached
14 hereto and incorporated herein by reference. Compliance shall include completion of Exhibit D1
15 "Certification" (attached hereto and incorporated herein by reference) and Exhibit D2 "Payee-Data-
16 Record" (attached hereto and incorporated herein by reference) as required by and identified in
17 Exhibit D.

18 35. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

19 CONTRACTOR shall be required to maintain organizational provider certification by
20 Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in
21 Exhibit E, "Medi-Cal Organizational Provider Standards", attached hereto and incorporated herein by
22 reference. In addition, CONTRACTOR shall inform every client of their rights under the COUNTY's
23 Mental Health Plan as described in "Fresno County Mental Health Plan Grievances and Appeals
24 Process" Exhibit F, attached hereto and incorporated herein by reference. CONTRACTOR shall also
25 file an incident report for all incidents involving clients, following the Protocol for Completion of Incident
26 Report and using the Worksheet identified in the "Fresno County Mental Health Plan Incident
27 Reporting", Exhibit G, attached hereto and incorporated herein by reference, or a protocol and
28 worksheet presented by CONTRACTOR that is accepted by COUNTY'S DBH Director, or designee.

1 36. CONFIDENTIALITY OF INFORMATION

2 A. Notwithstanding any other provision of this Agreement, names of persons
3 receiving public social services are confidential and are to be protected from unauthorized disclosure
4 in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and
5 14100.2 of the California Welfare and Institutions Code; and, regulations adopted pursuant thereto.
6 For the purpose of this Agreement, all information, records, and data elements pertaining to
7 Beneficiaries shall be protected by CONTRACTOR from unauthorized disclosure.

8 B. With respect to any identifiable information concerning Beneficiaries under this
9 Agreement that is obtained by CONTRACTOR or its Delegates, CONTRACTOR;

10 1) Shall not use any such information for any purpose other than carrying
11 out the express terms of this Agreement; and

12 2) Shall promptly transmit to COUNTY all requests for disclosure of such
13 information; and

14 3) Shall not disclose, except as otherwise specifically permitted by this
15 Agreement, any such information to any party other than COUNTY without COUNTY's prior written
16 authorization specifying that the information may be released under Title 45, Code of Federal
17 Regulations Section 205.50; Sections 10850 and 14100.2 of the California Welfare and Institutions
18 Code; and, regulations adopted pursuant thereto; and,

19 4) Shall, at the termination of this Agreement, return all such information to

20 5) COUNTY or maintain such information according to written procedures
21 sent to CONTRACTOR by COUNTY for this purpose.

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

25 37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

26 COUNTY and CONTRACTOR each consider and represent themselves as covered
27 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
28 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

1 COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is
2 only for treatment, payment, and health care operations.

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

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

12 38. DATA SECURITY

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

19 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices:

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

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

27 B. CONTRACTOR-Owned Computers or Computer Peripherals:

28 CONTRACTOR may not bring CONTRACTOR-owned computers or computer

1 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief
2 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is
3 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
4 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
5 connection. Said data must be encrypted.

6 C. COUNTY-Owned Computer Equipment:

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

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

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

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

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

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

1 CONTRACTOR will be responsible for all costs incurred as a result of providing the required
2 notification.

3 39. ASSURANCES

4 In entering into this Agreement, CONTRACTOR certifies that neither it nor any of its
5 officers are currently excluded, suspended, debarred, or otherwise ineligible to participate in the
6 Federal Health Care Programs: that neither it nor any of its officers have been convicted of a criminal
7 offense related to the provision of health care items or services; nor has it, or any of its officers, been
8 reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
9 debarment, or ineligibility. If COUNTY learns, subsequent to entering into this Agreement, that
10 CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from
11 responsibility for, or involvement with, COUNTY's business operations related to the Federal Health
12 Care Programs and shall remove such CONTRACTOR from any position in which CONTRACTOR's
13 compensation, or the items or services rendered, ordered or prescribed by CONTRACTOR may be
14 paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal
15 Funds at least until such time as CONTRACTOR is reinstated into participation in the Federal Health
16 Care Programs.

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

23 B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or
24 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services
25 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,
26 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)
27 they have been convicted of a criminal offense related to the provision of health care items or services;
28 and or (3) they have been reinstated to participate in the Federal Health Care Programs after a period

1 of exclusion, suspension, debarment, or ineligibility.

2 1) In the event the potential employee or subcontractor informs
3 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
4 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR
5 hires or engages such potential employee or subcontractor, the CONTRACTOR will ensure that said
6 employee or subcontractor does no work, either directly or indirectly relating to services provided to
7 COUNTY.

8 2) Notwithstanding the above, COUNTY at its discretion may terminate this
9 Agreement in accordance with Section 7 of this Agreement, or require adequate assurance (as
10 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
11 of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to
12 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
13 determined by COUNTY to protect the interests of COUNTY clients.

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

25 1) CONTRACTOR agrees to notify COUNTY immediately during the term of
26 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
27 case, is providing professional services under Section 2 of this Agreement is excluded, suspended,
28 debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of

1 a criminal offense relating to the provision of health care services.

2 2) Notwithstanding the above, COUNTY at its discretion may terminate this
3 Agreement in accordance with Section 7 of this Agreement, or require adequate assurance (as
4 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
5 of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to
6 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
7 determined by COUNTY to protect the interests of COUNTY clients.

8 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
9 information from COUNTY which may be necessary to complete any internal or external audits relating
10 to CONTRACTOR's compliance with the provisions of this Section 39.

11 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
12 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
13 CONTRACTOR's obligations as described in this Section 39.

14 40. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

18 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
19 the following information must be disclosed by CONTRACTOR by completing Exhibit H "Disclosure of
20 Ownership and Control Interest Statement", attached hereto and incorporated herein by reference.
21 CONTRACTOR shall submit this form to COUNTY's DBH within thirty (30) days of the effective date of
22 this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-
23 five (35) days of occurrence by completing Exhibit H. Submissions shall be scanned pdf copies and
24 are to be sent via email to DBHAdministration@fresnocountyca.gov, Attention: Contracts
25 Administration. CONTRACTOR is required to submit a set of fingerprints for any person with a 5
26 percent or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this
27 Agreement where any person with a 5 percent or greater direct or indirect ownership interest in the
28 CONTRACTOR and did not submit timely and accurate information and cooperate with any screening

1 method required in CFR, title 42, Section 455.416. Submissions shall be scanned pdf copies and are to
2 be sent via email to DBHAdministration@fresnocountyca.gov, Attention: Contracts Administration.
3 COUNTY may deny enrollment or terminate this Agreement where any person with a 5 percent or
4 greater direct or indirect ownership interest in CONTRACTOR has been convicted of a criminal offense
5 related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10
6 years.

7 41. DISCLOSURE OF CRIMINAL HISTORY & CIVIL ACTIONS

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

11 A. Within the three-year period preceding the Agreement award, CONTRACTOR
12 has been convicted of, or had a civil judgment tendered against it for:

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

16 2) Violation of a federal or state antitrust statute;

17 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of
18 records; or

19 4) False statements or receipt of stolen property.

20 B. Within a three-year period preceding their Agreement award, CONTRACTOR
21 has had a public transaction (federal, state, or local) terminated for cause or default.

22 Disclosure of the above information will not automatically eliminate CONTRACTOR from
23 further business consideration. The information will be considered as part of the determination of
24 whether to continue and/or renew the Contract and any additional information or explanation that a
25 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later
26 determined that the CONTRACTOR failed to disclose required information, any contract awarded to
27 such CONTRACTOR may be immediately voided and terminated for material failure to comply with the
28 terms and conditions of the award.

1 CONTRACTOR must sign a “Certification Regarding Debarment, Suspension, and Other
2 Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit I attached hereto
3 and by this reference incorporated herein. Additionally CONTRACTOR must immediately advise the
4 COUNTY in writing if, during the term of the Agreement: (1) CONTRACTOR becomes suspended,
5 debarred, excluded or ineligible for participation in federal or state funded programs or from receiving
6 federal funds as listed in the excluded parties list system (<http://www.sam.gov>); or (2) any of the above
7 listed conditions become applicable to CONTRACTOR. CONTRACTOR shall indemnify, defend and
8 hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion,
9 ineligibility or other matter listed in the signed “Certification Regarding Debarment, Suspension, and
10 other Responsible Matters.

11 42. DISCLOSURE OF SELF-DEALING TRANSACTIONS

12 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
13 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its
14 status to operate as a corporation.

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

23 43. AUDITS AND INSPECTIONS

24 The CONTRACTOR shall at any time during business hours, and as often as the
25 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
26 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request
27 by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to
28 ensure CONTRACTOR's compliance with the terms of this Agreement.

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

4 44. LICENSES/CERTIFICATES

5 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff
6 shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
7 necessary for the provision of the services hereunder and required by the laws and regulations of the
8 United States of America, State of California, the County of Fresno, and any other applicable
9 governmental agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to
10 obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective
11 of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's
12 staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter
13 changed.

14 45. NOTICES

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

17 COUNTY

18 Director, Fresno County
19 Department of Behavioral Health
20 1925 E. Dakota Ave.
21 Fresno, CA 93726

CONTRACTOR

22 Director,
23 Behavioral Health Services
24 Fresno Community Hospital & Medical Center
25 7171 N. Cedar Avenue
26 Fresno, CA 93720

27 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
28 under this Agreement or by law, shall be in writing and shall be deemed duly served when personally
delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
Mail, postage prepaid, addressed to such party.

46. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno
County, California. The rights and obligations of the parties and all interpretation and performance of
this Agreement shall be governed in all respects by the laws of the State of California.

1 47. HEADINGS

2 The headings contained in this Agreement are for reference purposes only and shall not
3 affect in any way its meaning or interpretation.

4 48. SEPARATE AGREEMENT

5 It is mutually understood by the parties that this Agreement does not, in any way, create
6 a joint venture among CONTRACTOR. By execution of this Agreement, CONTRACTOR understand
7 that a separate Agreement is formed between each individual CONTRACTOR and COUNTY.

8 49. ENTIRE AGREEMENT

9 This Agreement, including all exhibits, constitutes the entire agreement between
10 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
11 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly included in this Agreement.

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **ATTEST:**

4 **CONTRACTOR:**

COUNTY OF FRESNO

5 Fresno Community Hospital
6 And Medical Center

7 By _____

8 Print Name: Tim A. Joslin

9 Title: President/CEO



Nathan Magsig
Chairman of the Board of Supervisors
Of the County of Fresno

12 **ATTEST:**

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

14 By _____

15 Print Name: JOSEPH M. NOWICKI

16 Title: _____
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

By Susan Bishop
Deputy

21 **Mailing Address:**

Fresno and "R" Streets
Fresno, CA 93721
Contact: Director, Behavioral Health Services

24 **FOR FRESNO COUNTY ACCOUNTING USE ONLY:**

25 Fund/Subclass: 0001/10000
26 Organization: 56302666
27 Account/Program: 7295/0
28 Revenue: \$4,550,000 per 12-month period
\$22,750,000 Contract Term Maximum

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Exhibit A

Health and well-being for our community.

DBH MISSION:

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.

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

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 client'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

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

Community Behavioral Health Center
UMDAP Application

CLIENT INFORMATION

1. Name	Date of Birth	File Number
---------	---------------	-------------

RESPONSIBLE PARTY INFORMATION

2. Name	Relationship to Client	Date of Birth	Marital Status
3. Address	Telephone Number		
4. Veteran	Social Security Number		
5. Employer	Position	If not employed, date last worked	
6. Employer's Address	Telephone Number		
7. Spouse	Address		
8. Spouse's Employer	Position	If not employed, date last worked	
9. Spouse's Employer's Address	Telephone Number		
10. Nearest Relative	Telephone/Address		

THIRD PARTY INFORMATION

11. Insurance Company	Address
12. Policy/Group/ID Number	Assignment/Release of Information obtained
13. V.A. Claim Number	Medicare Claim Number
14. Medi-Cal Claim Number	Date referred for Eligibility Determination

FINANCIAL LIABILITY

Schedule of Asset Allowances
Persons

15. Gross monthly family income:				
Responsible person	1	\$1500	6	\$2600
Spouse	2	\$2250	7	\$2700
Other	3	\$2300	8	\$2800
16. TOTAL	4	\$2400	9	\$2900
17. Number of dependent on income	5	\$2500	10 or more	\$3000

ASSET DETERMINATION

18. List all liquid assets (savings, bank balances, market value of stocks, bonds and Mutual savings):

Source	Amount	\$
		\$
		\$
19. Total of liquid assets		\$
20. Insert amount from schedule of Asset Allowances		\$
21. Total net liquid assets (Deduct line 20 from line 19)		\$
22. Divide line 21 by 12 months		\$
23. Add lines 16 and 22		\$

Community Behavioral Health Center
UMDAP Application

ALLOWABLE EXPENSES

24. Court ordered obligations paid monthly	\$
25. Monthly child care (necessary for employment)	\$
26. Monthly dependent support payments	\$
27. Monthly medical expense payments in excess of 3% of gross income	\$
28. Monthly mandated deductions from gross income for retirement plans (not Social Security – Allowance made in payment schedule)	\$
29. Total allowable expense (add lines 24 through 28)	\$

30. Deduct line 29 from line 23 (adjusted gross income)	\$
31. Use line 17 and line 30 to determine the annual liability from Fee Schedule	\$
32. Agreed upon payment plan to satisfy the above liability	\$
33. Annual liability and service period: From _____ To _____	
34. Provider of Financial Information (if other than patient or responsible person)	

Name _____ Address _____

35. Adjusted by _____ Reason _____

36. Approved by _____ Date _____

37. *I affirm that the statements made herein are true and correct to the best of my knowledge and I agree to the payment plan as stated on line 34.*

Signature of Patient or Responsible Person _____
Date

38. An explanation of the UMDAP liability was provided.

Signature of Interviewer _____
Date

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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.

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.

Documentation Standards For Client Records

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

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
 - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
 - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
 - An assessment will be completed at intake and updated as needed to document changes in the client's condition.
 - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:
 - have specific observable and/or specific quantifiable goals

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

1. Items that must be contained in the client record related to the client’s progress in treatment include:
 - The client record will provide timely documentation of relevant aspects of client care
 - Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
 - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, licensure or job title; and the relevant identification number, if applicable
 - All entries will include the date services were provided
 - The record will be legible
 - The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

- A. Every Service Contact
- Mental Health Services
 - Medication Support Services
 - Crisis Intervention

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed):
Federal ID Number County of Fresno 94-6000512

By (Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of Fresno

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination 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;

CONTRACTOR CERTIFICATION CLAUSES (Continued)

- 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 the proposed 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 the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the 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-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.

CONTRACTOR CERTIFICATION CLAUSES (Continued)

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.

The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The 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).

6. DOMESTIC PARTNERS

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

7. GENDER IDENTITY

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <hr/>		
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS <hr/>	
MAILING ADDRESS <hr/>		BUSINESS ADDRESS <hr/>	
CITY, STATE, ZIP CODE <hr/>		CITY, STATE, ZIP CODE <hr/>	
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> CORPORATION:	
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS	
CHECK ONE BOX ONLY	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
(SSN required by authority of California Revenue and Tax Code Section 18646)			
4	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE <hr/>	
SIGNATURE <hr/>	DATE <hr/>	TELEPHONE ()	
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

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 written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. 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.

- 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.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
12. 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 (3) 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.

Fresno County Mental Health Plan Grievances and Appeals Process

The 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 to give verbal and written information to Medi-Cal beneficiaries regarding the following:

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

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

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

If the appeal concerns a denial or modification of payment authorization request, the MHP utilizes Managed Care staff who were 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 thirty (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 sixty (60) calendar days of receipt of the complaint. The decision rendered by the MHP is final.

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

Where the forms should be sent - within 24 hours from the time of the incident or first knowledge of the incident:

- Incident Report should be sent to:

DBHincidentreporting@fresnocountyca.gov **and** designated Contract Analyst

Fresno County Department of Behavioral Health-Incident Report

Send completed forms to dbhincidentreporting@fresnocountyca.gov and designated contract analyst within 24 hours of an incident or knowledge of an incident. **DO NOT COPY OR REPRODUCE/NOT** part of the medical record.

Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: Male Female
County of Origin: Click or tap here to enter text.
Name of Reporting Party: Click or tap here to enter text. Name of Facility: Click or tap here to enter text.
Facility Address: Click or tap here to enter text. Facility Phone Number: Click or tap here to enter text.

Incident (check all that apply)

Homicide/Homicide Attempt Attempted Suicide (resulting in serious injury) Death of Client Medical Emergency
 Injury (self-inflicted or by accident) Violence/Abuse/Assault (toward others, client and/or property)
 Other- Specify (i.e. medication errors, client escaping from locked facility, fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): Click or tap here to enter text.

Date of Incident: Click or tap here to enter text. Time of Incident: Click or tap here to enter text. am pm
Location of Incident: Click or tap here to enter text.

Description of the Incident (Attach additional sheet if needed): Click or tap here to enter text.
Key People Directly Involved in Incident (witnesses, staff): Click or tap here to enter text.

Action Taken (check all that apply)

Consulted with Physician Called 911/EMS First Aid/CPR Administered Law Enforcement Contacted
 Client removed from building Parent/Legal Guardian Contacted Other (Specify): Click or tap here to enter text.

Description of Action Taken: Click or tap here to enter text.

Outcome of Incident (If Known): Click or tap here to enter text.

Form Completed by: _____
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: _____
Printed Name Signature Date

For Internal Use only:

Report to Administration Report to Intensive Analysis Committee for additional review Request Additional Information
 No Action Unusual Occurrence Other: Click or tap here to enter text.

Revised 12 /2017

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of entity		D/B/A		
Address (number, street)		City	State	ZIP code
CLIA number	Taxpayer ID number (EIN)	Telephone number ()		

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)"

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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