

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between Kaweah Delta Health Care District, a local health care district organized and existing pursuant to California Health and Safety Code Sections 32000 *et seq.*, d.b.a. Kaweah Health Mental Health Hospital (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. Through an agreement with the California Department of Health Care Services (DHCS), the Fresno County Department of Behavioral Health operates a Managed Care Mental Health Plan (MHP). This MHP oversees the provision of mandated mental health services to Medi-Cal beneficiaries, the medically indigent and uninsured persons served of all ages. Pursuant to California Welfare and Institutions Code (W&IC) 14712, the County must ensure the availability of accessibility of an adequate number of beds at inpatient facilities to provide medically necessary acute inpatient psychiatric services. The County is also mandated by W&IC 5600 to provide mental health crisis and psychiatric inpatient services to indigent and uninsured persons served. As the Department’s contracted Psychiatric Health Facility (PHF) is frequently full, space for adult persons served with acute psychiatric needs is needed so that services to this population are not delayed.

B. On June 18, 2019, the Board of Supervisors executed agreement No. 19-283 with Kaweah Health Mental Health Hospital via a Suspension of Competition to provide acute inpatient psychiatric services on an overflow basis. This agreement was a three-year term retroactive to July 1, 2018, ending June 30, 2021, and eligible for two optional one-year extensions, concluding June 30, 2023.

C. The County of Fresno, on behalf of the Department of Behavioral Health (DBH), requires qualified vendors to provide inpatient psychiatric health services to persons served on an overflow basis. There are only three local certified and State licensed facilities within a 100-mile radius and two of those facilities are willing to accept the County’s medically indigent, Medi-Cal

1 beneficiaries and recipient referrals on an overflow basis. The other hospital, Community  
2 Behavioral Health Center, has an existing contract for these services with the County.

3 The parties therefore agree as follows:

4 **Article 1**

5 **Contractor's Services**

6 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
7 Exhibit A to this Agreement, titled "Scope of Services."

8 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
9 able to perform all of the services provided in this Agreement.

10 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
11 applicable federal, state, and local laws and regulations in the performance of its obligations  
12 under this Agreement, including but not limited to workers compensation, labor, and  
13 confidentiality laws and regulations.

14 Contractor shall provide services in conformance with all applicable State and Federal  
15 statutes, regulations and subregulatory guidance, as from time to time amended, including but  
16 not limited to:

17 (A) California Code of Regulations, Title 9;

18 (B) California Code of Regulations, Title 22;

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

20 (D) United States Code of Federal Regulations, Title 42, including but not limited to  
21 Parts 438 and 455;

22 (E) United States Code of Federal Regulations, Title 45;

23 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;

24 (G) Balanced Budget Act of 1997;

25 (H) Health Insurance Portability and Accountability Act (HIPAA); and

26 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory  
27 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and  
28

1 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of  
2 County's, state or federal contracts governing services for persons served.

3 In the event any law, regulation, or guidance referred to in this section 1.3 is amended  
4 during the term of this Agreement, the parties agree to comply with the amended authority as of  
5 the effective date of such amendment without amending this Agreement.

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

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

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

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

25 1.7 **Credentialing and Recredentialing.** Upon request, the Contractor must  
26 demonstrate to the County that each of its providers are qualified in accordance with current  
27 legal, professional, and technical standards, and that they are appropriately licensed, registered,  
28 waived, and/or certified.

1 Contractor must not employ or subcontract with providers debarred, suspended or  
2 otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in  
3 Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set  
4 forth in 42 C.F.R. §438.610. See Article 12 below.

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

10 **1.8 Criminal Background Check.** Contractor shall ensure that all providers and/or  
11 subcontracted providers consent to a criminal background check, including fingerprinting to the  
12 extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence  
13 of completed consents when requested by the County, DHCS or the US Department of Health &  
14 Human Services (US DHHS).

15 **1.9 Timely Access.** It is the expectation of the County that Contractor provide timely  
16 access to services that meet the State of California standards for care. Contractor shall track  
17 timeliness of services to persons served and provide a monthly report showing the monitoring or  
18 tracking tool that captures this data. County and Contractor shall meet to go over this monitoring  
19 tool, as needed but at least on a monthly basis. County shall take corrective action if there is a  
20 failure to comply by Contractor with timely access standards. Contractor shall also provide  
21 tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction  
22 as further detailed in Exhibit A.

23 **1.10 Electronic Health Record.** Contractor may maintain its records in County’s  
24 electronic health record (EHR) system in accordance with Exhibit C, “Documentation Standards  
25 for Persons Served Records”, as licenses become available. The person served record shall  
26 begin with registration and intake, and include person served authorizations, assessments,  
27 plans of care, and progress notes, as well as other documents as approved by County. County  
28 shall be allowed to review records of all and any services provided. If Contractor determines to

1 maintain its records in the County's EHR, it shall provide County's DBH Director, or his or her  
2 designee, with a thirty (30) day notice. If at any time Contractor chooses not to maintain its  
3 records in the County's EHR, it shall provide County's DBH Director, or designee, with thirty (30)  
4 days advance written notice and Contractor will be responsible for obtaining its own system, at  
5 its own cost, for electronic health records management.

6 Disclaimer

7 County makes no warranty or representation that information entered into the County's  
8 DBH EHR system by Contractor will be accurate, adequate, or satisfactory for Contractor's own  
9 purposes or that any information in Contractor's possession or control, or transmitted or  
10 received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure,  
11 or breach. Contractor is solely responsible for person served information entered by Contractor  
12 into the County's DBH EHR system. Contractor agrees that all Private Health Information (PHI)  
13 maintained by Contractor in County's DBH EHR system will be maintained in conformance with  
14 all HIPAA laws, as stated in section 17.1, "Health Insurance Portability and Accountability Act."

15 1.11 **Records.** Contractor shall maintain records in accordance with Exhibit C,  
16 "Documentation Standards for Client Records". All medical records shall be maintained for a  
17 minimum of 10 years from the date of the end of this Agreement.

18 1.12 **Access to Records.** Contractor shall provide County with access to all  
19 documentation of services provided under this Agreement for County's use in administering this  
20 Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the  
21 Controller General of the United States, and any other authorized Federal and State agencies to  
22 evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all  
23 records, documents, and the premises, equipment and facilities maintained by the Contractor  
24 pertaining to such services at any time and as otherwise required under this Agreement.

25 1.13 **Quality Improvement Activities and Participation.** Contractor shall comply with  
26 the County's ongoing comprehensive Quality Assessment and Performance Improvement  
27 (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established  
28

1 outcomes by following structural and operational processes and activities that are consistent  
2 with current practice standards.

3 Contractor shall participate in quality improvement (QI) activities, including clinical and  
4 non-clinical performance improvement projects (PIPs), as requested by the County in relation to  
5 State and Federal requirements and responsibilities, to improve health outcomes and  
6 individuals' satisfaction over time. Other QI activities include quality assurance, collection and  
7 submission of performance measures specified by the County, mechanisms to detect both  
8 underutilization and overutilization of services, individual and system outcomes, utilization  
9 management, utilization review, provider appeals, provider credentialing and re-credentialing,  
10 and person served grievances.

11 1.14 **Rights of Persons Served.** Contractor shall comply with applicable laws and  
12 regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal.  
13 Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall  
14 ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

## 15 **Article 2**

### 16 **Reporting**

17 2.1 **Reports.** The Contractor shall furnish to County such statements, records, reports,  
18 data, and other information as County may request pertaining to matters covered by this  
19 Agreement. In the event that Contractor fails to provide such reports or other information  
20 required hereunder, it shall be deemed sufficient cause for County to terminate the agreement.  
21 In addition, Contractor shall provide written notification and explanation to County within five (5)  
22 days of any funds received from another source to conduct the same services covered by this  
23 Agreement.

24 2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the  
25 DHCS, or their designees, the right to review and monitor records, programs, or procedures,  
26 within an agreed upon timeline that meets both the facility and reviewer needs, in regard to  
27 persons served, as well as the overall operation of Contractor's programs, in order to ensure  
28 compliance with the terms and conditions of this Agreement.

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide oversight and collaborate with Contractor, other County  
4 Departments and community agencies to help achieve program goals and outcomes. In addition  
5 to contractor monitoring of program, oversight includes, but not limited to, coordination with  
6 Department of Health Care Services (DHCS) in regard to program administration and outcomes.

7 County shall receive and analyze statistical outcome data from Contractor throughout  
8 the term of contract, on a monthly basis. County shall notify the Contractor when additional  
9 participation is required. The performance outcome measurement process will not be limited to  
10 survey instruments but will also include, as appropriate, persons served and staff surveys, chart  
11 reviews, and other methods of obtaining required information.

12 **Article 4**

13 **Compensation, Invoices, and Payments**

14 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
15 the performance of its services under this Agreement as described in Exhibit E to this  
16 Agreement, titled "Compensation."

17 4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
18 under this Agreement for the period of July 1, 2023 through June 30, 2024 is Two Million Two  
19 Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00), which is not a guaranteed sum  
20 but shall be paid only for services rendered and received. The maximum compensation payable  
21 to the Contractor under this Agreement for the period of July 1, 2024 through June 30, 2025 is  
22 Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00), which is not a  
23 guaranteed sum but shall be paid only for services rendered and received. The maximum  
24 compensation payable to the Contractor under this Agreement for the period of July 1, 2025  
25 through June 30, 2026 is Two Million Two Hundred Fifty Thousand and No/100 Dollars  
26 (\$2,250,000.00), which is not a guaranteed sum but shall be paid only for services rendered and  
27 received. The maximum compensation payable to the Contractor under this Agreement for the  
28 period of July 1, 2026 through June 30, 2027 is Two Million Two Hundred Fifty Thousand and

1 No/100 Dollars (\$2,250,000.00), which is not a guaranteed sum but shall be paid only for  
2 services rendered and received. The maximum compensation payable to the Contractor under  
3 this Agreement for the period of July 1, 2027 through June 30, 2028 is Two Million Two Hundred  
4 Fifty Thousand and No/100 Dollars (\$2,250,000.00), which is not a guaranteed sum but shall be  
5 paid only for services rendered and received.

6 **4.3 Total Maximum Compensation.** In no event shall the maximum contract amount for  
7 all the services provided by the Contractor to County under the terms and conditions of this  
8 Agreement be in excess of Eleven Million Two Hundred Fifty Thousand and No/100 Dollars  
9 (\$11,250,000.00) during the entire term of this Agreement.

10 The Contractor acknowledges that the County is a local government entity and does so  
11 with notice that the County's powers are limited by the California Constitution and by State law,  
12 and with notice that the Contractor may receive compensation under this Agreement only for  
13 services performed according to the terms of this Agreement and while this Agreement is in  
14 effect, and subject to the maximum amount payable under this section. The Contractor further  
15 acknowledges that County employees have no authority to pay the Contractor except as  
16 expressly provided in this Agreement.

17 **4.4 Applicable Fees.** Contractor shall not charge any persons served or third-party  
18 payers any fee for service unless directed to do so by the County's DBH Director or designee at  
19 the time the individual is referred for services. When directed to charge for services, Contractor  
20 shall use the uniform billing and collection guidelines prescribed by DHCS.

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

24 Contractor shall not submit a claim to, or demand or otherwise collect reimbursement  
25 from, the person served or persons acting on behalf of the person served for any specialty  
26 mental health or related administrative services provided under this Contract, except to collect  
27 other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9,  
28 §1810.365(c)).

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

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

16 **4.5 Invoices.** The Contractor shall submit monthly invoices, in arrears by the fifteenth  
17 (15<sup>th</sup>) day of each month, in the format directed by the County. The Contractor shall submit  
18 invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2) dbh-  
19 invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with  
20 a copy to the assigned County's DBH Staff Analyst.

21 At the discretion of County's DBH Director or designee, if an invoice is incorrect or is  
22 otherwise not in proper form or substance, County's DBH Director, or designee, shall have the  
23 right to withhold payment as to only the portion of the invoice that is incorrect or improper after  
24 five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a  
25 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety  
26 (90) day period, the invoice is still not corrected to County satisfaction, County's DBH Director,  
27 or designee, may elect to terminate this Agreement, pursuant to the termination provisions  
28 stated in Article 7 of this Agreement.

1       4.6     **Claiming.** Invoices shall be based on claims entered into the County's billing and  
2 transactional database system for the prior month.

3             Monthly payments for claimed services shall only be based on the rates for claimed  
4 services, as shown in Exhibit E.

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

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

11       4.7     **Corrective Action Plans.** Contractors shall submit invoices in accordance with the  
12 deadlines listed above and information shall be accurate. Failure to meet the requirements set  
13 forth above will result in a corrective action plan at the discretion of the County's DBH Director,  
14 or designee.

15       4.8     **Payment.** Payments shall be made by County to Contractor in arrears, for services  
16 provided during the preceding month, within forty-five (45) days after the date of receipt,  
17 verification, and approval by County. All final invoices and/or any final budget modification  
18 requests shall be submitted by Contractor within sixty (60) days following the final month of  
19 service for which payment is claimed. No action shall be taken by County on claims submitted  
20 beyond the sixty (60) day closeout period. Any compensation which is not expended by  
21 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to  
22 County.

23       4.9     **Recoupments and Audits.** County shall recapture from Contractor the value of any  
24 services or other expenditures determined to be ineligible based on the County or State  
25 monitoring results. The County reserves the right to enter into a repayment agreement with  
26 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the  
27 repayment agreement, to recover the amount of funds to be recouped. The County has the  
28 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of

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

8 Contractor shall be held financially liable for any and all future disallowances/audit  
9 exceptions due to Contractor's deficiency discovered through the State audit process and  
10 County utilization review for services provided during the course of this Agreement. At County's  
11 election, the disallowed amount will be remitted within forty-five (45) days to County upon  
12 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not  
13 receive reimbursement for any units of services rendered that are disallowed or denied by the  
14 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through  
15 the State of California DHCS audit and review process, cost report audit settlement if applicable,  
16 for Medi-Cal eligible beneficiaries.

17 **4.10 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
18 expenses that are not specified as payable by the County under this Agreement. If Contractor  
19 fails to comply with any provision of this Agreement, County shall terminate the agreement.

20 **4.11 Restrictions and Limitations.** This Agreement shall be subject to any restrictions,  
21 limitations, and/or conditions imposed by County or state or federal funding sources that may in  
22 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also  
23 contingent upon sufficient funds being made available by County, state, or federal funding  
24 sources for the term of the Agreement. If the federal or state governments reduce financial  
25 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss  
26 renegotiating the services required by this Agreement.

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

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

6 **4.12 Additional Financial Requirements.** County has the right to monitor the  
7 performance of this Agreement to ensure the accuracy of claims for reimbursement and  
8 compliance with all applicable laws and regulations.

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

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

16 Federal Financial Participation is not available for any amount furnished to an Excluded  
17 individual or entity, or at the direction of a physician during the period of exclusion when the  
18 person providing the service knew or had reason to know of the exclusion, or to an individual or  
19 entity when the County failed to suspend payments during an investigation of a credible  
20 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

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

24 **4.13 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may  
25 not redirect or transfer funds from one funded program to another funded program under which  
26 Contractor provides services pursuant to this Agreement except through a duly executed  
27 amendment to this Agreement.

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

4 **4.14 Financial Audit Report Requirements for Pass-Through Entities.** If County  
5 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined  
6 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost  
7 principles and administrative requirements including claims for payment or reimbursement by  
8 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor  
9 shall observe and comply with all applicable financial audit report requirements and standards.

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

14 Contractor will provide a financial audit report including all attachments to the report and  
15 the management letter and corresponding response within six months of the end of the audit  
16 year to the County’s DBH Director or designee. The County’s Director or designee is  
17 responsible for providing the audit report to the County Auditor.

18 Contractor must submit any required corrective action plan to the County simultaneously  
19 with the audit report or as soon thereafter as it is available. The County shall monitor  
20 implementation of the corrective action plan as it pertains to services provided pursuant to this  
21 Agreement.

22 **4.15 Physician Services.** Non-psychiatric Physician services and medically necessary  
23 physical health services provided post admittance of a County Beneficiary or Recipient covered  
24 under this Agreement, are not covered under this Agreement and shall not be paid by the  
25 County.

26 **4.16 Transportation Services.** In the event transportation services are required by those  
27 patients receiving Adult Psychiatric Inpatient Hospital Services, such transportation services and  
28 the cost and expense thereof shall be the sole responsibility of the County.



1 **Article 6**

2 **Notices**

3 6.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director  
7 County of Fresno  
8 1925 E. Dakota Avenue  
9 Fresno, CA 93726

10 **For the Contractor:**

11 COO  
12 Kaweah Delta Health Care District  
13 d.b.a Kaweah Health Mental Health Hospital  
14 400 W. Mineral King Avenue  
15 Visalia, CA 93291

16 6.2 **Change of Contact Information.** Either party may change the information in section  
17 6.1 by giving notice as provided in section 6.3.

18 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
19 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
20 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
22 Document Format (PDF) document attached to an email.

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

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

27 (C) A notice delivered by an overnight commercial courier service is effective one (1)  
28 County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
the recipient.

6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
nothing in this Agreement establishes, waives, or modifies any claims presentation



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

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

7 **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
8 County or Contractor may terminate this Agreement by giving at least sixty (60) days advance  
9 written notice to the other party.

10 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
11 under this Article 7 is without penalty to or further obligation of the County.

12 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article  
13 7, the County may demand repayment by the Contractor of any monies disbursed to the  
14 Contractor under this Agreement that, were not expended in compliance with this Agreement.  
15 The Contractor shall promptly refund all such monies upon demand. This section survives the  
16 termination of this Agreement.

17 In the event this Agreement is terminated, Contractor shall be entitled to compensation  
18 for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms  
19 and conditions of this Agreement through and including the effective date of termination.

## 20 **Article 8**

### 21 **Informing Materials for Persons Served**

22 **8.1 Basic Information Requirements.** Contractor shall provide information in a manner  
23 and format that is easily understood and readily accessible to the persons served (42 C.F.R. §  
24 438.10(c)(1)). Contractor shall provide all written materials for persons served in easily  
25 understood language, format, and alternative formats that take into consideration the special  
26 needs of individuals in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform the  
27 persons served that information is available in alternate formats and how to access those  
28 formats in compliance with 42 C.F.R. § 438.10.

1 Contractor shall provide the required information in this section to each individual  
2 receiving SMHS under this Agreement and upon request (1915(b) Medi-Cal Specialty Mental  
3 Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, §  
4 1810.360(e)).

5 Contractor shall utilize the County's website that provides the content required in this  
6 section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth  
7 in 42 C.F.R. § 438.10.

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

10 **8.2 Electronic Submission.** Persons served information required in this section may  
11 only be provided electronically by the Contractor if all of the following conditions are met:

12 (A) The format is readily accessible;

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

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

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

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

22 **8.3 Language and Format.** Contractor shall provide all written materials, including  
23 taglines, for persons served or potential persons served in a font size no smaller than twelve  
24 (12) point (42 C.F.R. 438.10(d)(6)(ii)).

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

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

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

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

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

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

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

23 **8.4 Accessibility.** Required informing materials must be electronically available on  
24 Contractor's website and must be physically available at the Contractor's facility lobby for  
25 individuals' access.

26 Informing materials must be made available upon request, at no cost, in alternate  
27 formats (i.e., Braille or audio) and auxiliary aids (i.e., California Relay Service (CRS) 711 and  
28

1 American Sign Language) and must be provided to persons served within five (5) business  
2 days. Large print materials shall be in a minimum of eighteen (18) point font size.

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

7 **8.5 Provider Directory.** Contractor must follow the County's provider directory policy, in  
8 compliance with MHSUDS IN 18-020.

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

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

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

## 19 **Article 9**

### 20 **Independent Contractor**

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

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

1        9.3     **Benefits.** Because of its status as an independent contractor, the Contractor has no  
2 right to employment rights or benefits available to County employees. The Contractor is solely  
3 responsible for providing to its own employees all employee benefits required by law. The  
4 Contractor shall save the County harmless from all matters relating to the payment of  
5 Contractor's employees, including compliance with Social Security withholding and all related  
6 regulations.

7        9.4     **Services to Others.** The parties acknowledge that, during the term of this  
8 Agreement, the Contractor may provide services to others unrelated to the County.

9        9.5     **Operating Costs.** Contractor shall provide all personnel, supplies, and operating  
10 expenses of any kind required for the performance of this Agreement.

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

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

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

1 **Article 10**

2 **Indemnity and Defense**

3 10.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 10.2 **Survival.** This Article 10 survives the termination of this Agreement.

12 **Article 11**

13 **Insurance**

14 11.1 The Contractor shall comply with all the insurance requirements in Exhibit F to this  
15 Agreement.

16 **Article 12**

17 **Assurances**

18 12.1 **Certification of Non-exclusion or Suspension from Participation in a Federal**  
19 **Health Care Program.**

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

24 (B) In entering into this Agreement, Contractor certifies, that the Contractor does not  
25 employ or subcontract with providers or have other relationships with providers excluded  
26 from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or  
27 procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial  
28 and monthly exclusion and suspension searches of the following databases and provide

1 evidence of these completed searches when requested by County, DHCS or the US  
2 Department of Health and Human Services (DHHS):

3 (1) [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - Office of Inspector General's List of Excluded  
4 Individuals/Entities (LEIE) Federal Exclusions

5 (2) [www.sam.gov/content/exclusions](http://www.sam.gov/content/exclusions) - General Service Administration (GSA)  
6 Exclusions Extract [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List

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

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

10 (C) In entering into this Agreement, Contractor certifies, that Contractor does not  
11 employ staff or individual contractors/vendors that are on the Social Security  
12 Administration's Death Master File. Contractor shall check the database prior to  
13 employing staff or individual contractors/vendors and provide evidence of these  
14 completed searches when requested by the County, DHCS or the US DHHS.

15 (D) Contractor is required to notify County immediately if Contractor becomes aware  
16 of any information that may indicate their (including employees/staff and individual  
17 contractors/vendors) potential placement on an exclusions list.

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

20 (F) Contractor must confirm the identity and determine the exclusion status of all its  
21 providers, as well as any person with an ownership or control interest, or who is an  
22 agent or managing employee of the contracted agency through routine checks of federal  
23 and state databases. This includes the Social Security Administration's Death Master  
24 File, NPPES, the Office of Inspector General's LEIE, the Medi-Cal Suspended and  
25 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §  
26 455.436.

27 (G) If Contractor finds a provider that is excluded, it must promptly notify the County  
28 as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any

1 Excluded provider with Medi-Cal funds, must treat any payments made to an excluded  
2 provider as an overpayment, and any such inappropriate payments may be subject to  
3 recovery.

## 4 **Article 13**

### 5 **Inspections, Audits, and Public Records**

6 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
7 the County may examine at any time during business hours and as often as the County deems  
8 necessary, all of the Contractor's records and data with respect to the matters covered by this  
9 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
10 request by the County, permit the County to audit and inspect all of such records and data to  
11 ensure the Contractor's compliance with the terms of this Agreement.

12 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
13 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
14 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
15 years after final payment under this Agreement. This section survives the termination of this  
16 Agreement.

17 13.3 **Internal Auditing.** Contractors of sufficient size as determined by County shall  
18 institute and conduct a Quality Assurance Process for all services provided hereunder. Said  
19 process shall include at a minimum a system for verifying that all services provided and claimed  
20 for reimbursement shall meet SMHS definitions and be documented accurately.

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

26 13.4 **Confidentiality in Audit Process.** Contractor and County mutually agree to  
27 maintain the confidentiality of Contractor's records and information of persons served, in  
28 compliance with all applicable State and Federal statutes and regulations, including but not

1 limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall  
2 inform all of its officers, employees, and agents of the confidentiality provisions of all applicable  
3 statutes.

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

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

10 **13.5 Reasons for Recoupment.** County will conduct periodic audits of Contractor files to  
11 ensure appropriate clinical documentation, high quality service provision and compliance with  
12 applicable federal, state and county regulations.

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

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

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

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

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

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

25 Contractor shall reimburse County for all overpayments identified by Contractor, County,  
26 and/or state or federal oversight agencies as an audit exception within the timeframes required  
27 by law or Country or state or federal agency. Funds owed to County will be due within forty-five  
28 (45) days of notification by County, or County shall withhold future payments until all excess

1 funds have been recouped by means of an offset against any payments then or thereafter owing  
2 to County under this or any other Agreement between the County and Contractor.

3 **13.6 Cooperation with Audits.** Contractor shall cooperate with County in any review  
4 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This  
5 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

6 In addition, Contractor shall comply with all requests for any documentation or files  
7 including, but not limited to, files for persons served.

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

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

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

1 future agreements with Contractor. All audit costs related to this Agreement are the sole  
2 responsibility of Contractor.

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

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

21 **13.8 Mental Health Certification Review Hearings.** County will be responsible to  
22 provide for and compensate the Mental Health Certification Review Hearing Officer for all  
23 hearings performed at Contractor's facility in accordance with Division 5, Part 1, Chapter 2 of  
24 the Welfare and Institutions Code. Contractor will provide a location that allows for  
25 confidentiality and is compatible with and is least disruptive to the treatment being provided to  
26 the Beneficiary or Recipient.

27 **13.9 Public Records.** The County is not limited in any manner with respect to its public  
28 disclosure of this Agreement or any record or data that the Contractor may provide to the

1 County. The County's public disclosure of this Agreement or any record or data that the  
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

25 **13.10 Public Records Act Requests.** If the County receives a written or oral request  
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
27 and which the County has a right, under any provision of this Agreement or applicable law, to  
28 possess or control, then the County may demand, in writing, that the Contractor deliver to the

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

## 19 **Article 14**

### 20 **Right to Monitor**

21 14.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of  
22 California or any subdivision or appointee thereof, including the Auditor General, shall have  
23 absolute right to review and audit all records, books, papers, documents, corporate minutes,  
24 financial records, staff information, records of persons served, other pertinent items as  
25 requested, and shall have absolute right to monitor the performance of Contractor in the delivery  
26 of services provided under this Agreement. Full cooperation shall be given by the Contractor in  
27 any auditing or monitoring conducted, according to this agreement.  
28

1       14.2 **Accessibility.** Contractor shall make all of its premises, physical facilities,  
2 equipment, books, records, documents, agreements, computers, or other electronic systems  
3 pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished  
4 under the terms of this Agreement, or determinations of amounts payable available at any time  
5 for inspection, examination, or copying by County, the State of California or any subdivision or  
6 appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of  
7 Inspector General, the United States Controller General or their designees, and other  
8 authorized federal and state agencies. This audit right will exist for at least ten years from the  
9 final date of the Agreement period or in the event the Contractor has been notified that an audit  
10 or investigation of this Agreement has commenced, until such time as the matter under audit or  
11 investigation has been resolved, including the exhaustion of all legal remedies, whichever is  
12 later (42 CFR §438.230(c)(3)(I)-(ii)).

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

17       14.3 **Cooperation.** Contractor shall cooperate with County in the implementation,  
18 monitoring and evaluation of this Agreement and comply with any and all reporting requirements  
19 established by County. Should County identify an issue or receive notification of a complaint or  
20 potential/actual/suspected violation of requirements, County may audit, monitor, and/or request  
21 information from Contractor to ensure compliance with laws, regulations, and requirements, as  
22 applicable.

23       14.4 **Probationary Status.** County reserves the right to place Contractor on probationary  
24 status, as referenced in the Probationary Status Article, should Contractor fail to meet  
25 performance requirements; including, but not limited to violations such as high disallowance  
26 rates, failure to report incidents and changes as contractually required, failure to correct issues,  
27 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes  
28 expectations, and violations issued directly from the State. Additionally, Contractor may be

1 subject to Probationary Status or termination if agreement monitoring and auditing corrective  
2 actions are not resolved within specified timeframes.

3       14.5 **Record Retention.** Contractor shall retain all records and documents originated or  
4 prepared pursuant to Contractor's performance under this Agreement, including grievance and  
5 appeal records, and the data, information and documentation specified in 42 C.F.R. parts  
6 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term  
7 end date of this Agreement or until such time as the matter under audit or investigation has  
8 been resolved. Records and documents include but are not limited to all physical and electronic  
9 records and documents originated or prepared pursuant to Contractor's or subcontractor's  
10 performance under this Agreement including working papers, reports, financial records and  
11 documents of account, records of persons served, prescription files, subcontracts, and any  
12 other documentation pertaining to covered services and other related services for persons  
13 served.

14       14.6 **Record Maintenance.** Contractor shall maintain all records and management books  
15 pertaining to service delivery and demonstrate accountability for agreement performance and  
16 maintain all fiscal, statistical, and management books and records pertaining to the program.  
17 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and  
18 other primary source documents. Fiscal records shall be kept in accordance with Generally  
19 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and  
20 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),  
21 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,  
22 and Audit Requirements for Federal Awards.

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

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

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

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

6 **14.7 Facilities and Assistance.** Contractor shall provide all reasonable facilities and  
7 assistance for the safety and convenience of the County's representatives in the performance of  
8 their duties. All inspections and evaluations shall be performed in such a manner that will not  
9 unduly delay the work of Contractor.

10 **14.8 County Discretion to Revoke.** County has the discretion to revoke full or partial  
11 provisions of the Agreement, delegated activities or obligations, or application of other remedies  
12 permitted by state or federal law when the County or DHCS determines Contractor has not  
13 performed satisfactorily.

## 14 **Article 15**

### 15 **Complaint Logs and Grievances**

16 **15.1 Documentation.** Contractor shall log complaints and the disposition of all complaints  
17 from a person served or their family. Contractor shall provide a copy of the detailed complaint  
18 log entries concerning County-sponsored persons served to County at monthly intervals by the  
19 tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor  
20 shall allow beneficiaries or their representative to file a grievance either orally, or in writing at  
21 any time with the Mental health Plan. In the event Contractor is notified by a beneficiary or their  
22 representative of a discrimination grievance, subcontractor shall report discrimination  
23 grievances to the Mental Health Plan within 24 hours. The Contractor shall not require a  
24 beneficiary or their representative to file a Discrimination Grievance with the Mental Health Plan  
25 before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and  
26 Human Services Office for Civil Rights.



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

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

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

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

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

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

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

23 (H) The requirement for prompt reporting and repayment of any overpayments  
24 identified.

25 16.5 **Reporting.** Contractor must have administrative and management arrangements or  
26 procedures designed to detect and prevent fraud, waste and abuse of federal or state health  
27 care funding. Contractor must report fraud and abuse information to the County including but  
28 not limited to:

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

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

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

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

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

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

15 16.6 **Overpayments.** County may suspend payments to Contractor if DHCS or County  
16 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42  
17 C.F.R. §438.608 (a)(8)).

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

## 22 **Article 17**

### 23 **Federal and State Laws**

24 17.1 **Health Insurance Portability and Accountability Act.** County and Contractor each  
25 consider and represent themselves as covered entities as defined by the U.S. Health Insurance  
26 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and  
27 disclose Protected Health Information (PHI) as required by law.

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

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

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

12 17.2 **Physical Accessibility.** In accordance with the accessibility requirements of section  
13 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must  
14 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal  
15 beneficiaries with physical or mental disabilities.

## 16 **Article 18**

### 17 **Data Security**

18 18.1 **Data Security Requirements.** Contractor shall comply with data security  
19 requirements in Exhibit I to this Agreement.

## 20 **Article 19**

### 21 **Publicity Prohibition**

22 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly  
23 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or  
24 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-  
25 promotion.

26 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in  
27 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the  
28 availability of such specific services when approved in advance by County's DBH Director or

1 designee. Communication products must follow DBH graphic standards, including typefaces  
2 and colors, to communicate our authority and project a unified brand. This includes all media  
3 types and channels and all materials on and offline that are created as part of DBH's efforts to  
4 provide information to the public.

## 5 **Article 20**

### 6 **Disclosure of Self-Dealing Transactions**

7 20.1 **Applicability.** This Article 20 applies if the Contractor is operating as a corporation  
8 or changes its status to operate as a corporation.

9 20.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
10 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
11 "Self-Dealing Transaction Disclosure Form" (Exhibit J to this Agreement) and submitting it to the  
12 County before commencing the transaction or immediately after.

13 20.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
14 a party and in which one or more of its directors, as an individual, has a material financial  
15 interest.

## 16 **Article 21**

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

18 21.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,  
19 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),  
20 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

21 21.2 **Duty to Disclose.** Contractor must disclose the following information as requested in  
22 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,  
23 Exhibit K:

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

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

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

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

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

12 (B) Disclosures Related to Business Transactions:

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

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

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

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

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

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

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

12 21.3 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to  
13 DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this  
14 Agreement where any person with five (5) percent or greater direct or indirect ownership interest  
15 in Contractor has been convicted of a criminal offense related to that person's involvement with  
16 the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate  
17 this Agreement where any person with five (5) percent or greater direct or indirect ownership  
18 interest in the Contractor did not submit timely and accurate information and cooperate with any  
19 screening method required in CFR, Title 42, Section 455.416.

## 20 **Article 22**

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

22 22.1 **Applicability.** Contractor is required to disclose if any of the following conditions  
23 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively  
24 referred to as "Contractor"):

25 (A) Within the three (3) year period preceding the Agreement award, they have been  
26 convicted of, or had a civil judgment tendered against them for:  
27  
28

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

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

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

6 or

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

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

10 **22.2 Duty to Disclose.** Disclosure of the above information will not automatically  
11 eliminate Contractor from further business consideration. The information will be considered as  
12 part of the determination of whether to continue and/or renew this Agreement and any additional  
13 information or explanation that Contractor elects to submit with the disclosed information will be  
14 considered. If it is later determined that the Contractor failed to disclose required information,  
15 any contract awarded to such Contractor may be immediately voided and terminated for  
16 material failure to comply with the terms and conditions of the award.

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

## 27 **Article 23**

### 28 **Cultural and Linguistic Competency**



1 by both parties. The Contractor acknowledges that County employees have no authority to  
2 modify this Agreement except as expressly provided in this Agreement.

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

10 (B) In addition, changes to service rates on Exhibit E that are needed to  
11 accommodate rate increases negotiated with Tulare County not to exceed four percent  
12 (4%) annually, or that are needed to accommodate state-mandated rate increases, may  
13 be made with the written approval of the DBH Director or designee. These rate changes  
14 may not add or alter any other terms or conditions of the Agreement. Said modifications  
15 shall not result in any change to the maximum compensation amount payable to  
16 Contractor, as stated herein

17 24.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
18 under this Agreement without the prior written consent of the other party.

19 24.3 **Governing Law.** The laws of the State of California govern all matters arising from  
20 or related to this Agreement.

21 24.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
22 County, California. Contractor consents to California jurisdiction for actions arising from or  
23 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
24 brought and maintained in Fresno County.

25 24.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
26 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
27 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
28 against either party.

1       24.6 **Days.** Unless otherwise specified, “days” means calendar days.

2       24.7 **Headings.** The headings and section titles in this Agreement are for convenience  
3 only and are not part of this Agreement.

4       24.8 **Severability.** If anything in this Agreement is found by a court of competent  
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
7 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original  
8 intent.

9       24.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
10 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
14 all applicable State of California and federal statutes and regulation.

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

21       24.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
22 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
23 performance of any continuing or other obligation of the Contractor and does not prohibit  
24 enforcement by the County of any obligation on any other occasion.

25       24.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
26 between the Contractor and the County with respect to the subject matter of this Agreement,  
27 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
4 exhibits.

5       **24.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
6 create any rights or obligations for any person or entity except for the parties.

7       **24.13 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

13       **24.14 Electronic Signatures.** The parties agree that this Agreement may be executed by  
14 electronic signature as provided in this section.

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

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

25              (C) The provisions of this section satisfy the requirements of Civil Code section  
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
27 Part 2, Title 2.5, beginning with section 1633.1).

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

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

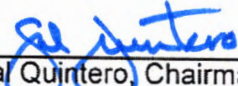
8 24.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
9 original, and all of which together constitute this Agreement.

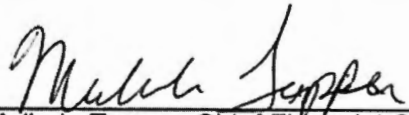
10 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2  
3 KAWEAH DELTA HEALTH CARE DISTRICT  
4 d.b.a. KAWEAH HEALTH MENTAL HEALTH HOSPITAL COUNTY OF FRESNO

5  
6   
7 Keri Noeske, Chief Nursing Officer

8   
9 Sal Quintero, Chairman of the Board of  
10 Supervisors of the County of Fresno

11  
12   
13 Malinda Tupper, Chief Financial Officer

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

18  
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27  
28  
100 South Akers St.  
Visalia, CA 93277

By:   
Deputy

For accounting use only:

Org No.: 56302666  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Scope of Services

#### I. Definitions

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.

- a. Administrative Day: "Administrative Day" means those days authorized by the County in an acute inpatient facility when, due to the lack of an available nursing facility, the Beneficiary's or Recipient's stay at an acute inpatient facility must be continued beyond the Beneficiary's or Recipient's need for acute care.
- b. Beneficiary: "Beneficiary" means a person certified as eligible for services under the Medi-Cal program according to Section 41001, Title 22, California Code of Regulations, who is a Fresno County Beneficiary and who is designated by "County Code 10."
- c. Delegate: "Delegate" means any natural or corporate person to whom the Contractor transfers, pursuant to the terms of this Agreement, the primary responsibility to perform any covenant assumed by Contractor in this Agreement.
- d. Fiscal Intermediary: "Fiscal Intermediary" means that person or entity that has contracted, as specified in Section 14104.3 of the California Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Agreement.
- e. Recipients: "Recipients" refers to all persons including, without limitation, low income, uninsured and under-insured persons who qualify for mandated health services under the Uniform Method for Determining

## Exhibit A

1 Ability to Pay (UMDAP) under California Welfare and Institutions Code  
2 Sections 5709 and 5710 as determined by County.

3 f. Psychiatric Inpatient Hospital Services: "Psychiatric Inpatient Hospital  
4 Services" means services, to include but not limited to, facilities,  
5 professional, allied and supportive medical and paramedical personnel as  
6 provided either in an acute care hospital or a free-standing psychiatric  
7 hospital to Beneficiaries and Recipients referred by County, for the care  
8 and treatment of an acute episode of mental illness.

9 g. Medically Necessary Services: "Medically Necessary Services" are as  
10 defined by California Code of Regulations, Title 9, Chapter 11, Section  
11 1820.205.

12 h. Physician and Transportation Services: "Physician Services" are those  
13 services provided by physician(s) or Psychologist(s) during an acute  
14 inpatient stay. "Transportation Services" means those services provided  
15 for transport to or from an acute inpatient facility or to or from an  
16 appropriate facility.

17 i. Day of Discharge: "Day of Discharge" means the day from 12:00 midnight  
18 to 11:59 P.M. where the Beneficiary or Recipient is discharged from  
19 Contractor's facility.

### 20 II. Psychiatric Services

21 a. Contractor agrees to render adult Inpatient Psychiatric Hospital services  
22 to any Beneficiary in need of such services in accordance with regulations  
23 adopted pursuant to Sections 14700 et seq., 14712 et seq., and 14680 et  
24 seq. of the California Welfare and Institutions Code, and to Recipients  
25 referred by County or by an acute inpatient facility following medical  
26 clearance of a beneficiary or recipient placed on an involuntary  
27 psychiatric hold pursuant to California Welfare and Institutions Code 5150  
28 when Contractor has the facilities available.

## Exhibit A

- 1 b. Contractor shall also triage any Beneficiary who directly seeks Adult  
2 Psychiatric Inpatient Hospital Services. Contractor shall also accept any  
3 Beneficiary who directly seeks Adult Psychiatric Inpatient Hospital  
4 Services when Contractor has facilities available. Subject to third party  
5 liability and patient share of costs, if applicable, Contractor agrees to  
6 accept as payment in full for Adult Psychiatric Inpatient Hospital Services  
7 payment, as provided in Article 4.
- 8 c. County and Contractor mutually recognize that services under this  
9 Agreement will be rendered by Contractor to persons who meet medical  
10 necessity criteria for inpatient psychiatric hospitalization and it is not the  
11 intention of either County or Contractor that such individuals occupy the  
12 position of third-party beneficiaries of the obligations assumed by either  
13 party to this Agreement.
- 14 d. Contractor shall provide or arrange for the provision and compensation of  
15 Physician services for Beneficiaries and Recipients as it relates to  
16 physical health issues, with the exception of the initial physical and health  
17 (P&H) examination at admission which is included in the day rate as  
18 provided in Exhibit E.
- 19 e. Contractor shall, at its own expense, provide and maintain facilities and  
20 professional, allied and supportive medical and paramedical personnel to  
21 provide all necessary and appropriate Adult Psychiatric Inpatient Hospital  
22 Services and shall ensure that family members are involved in treatment  
23 when appropriate and family is willing to participate.
- 24 f. Contractor shall, at its own expense, provide and maintain the  
25 organizational and administrative capabilities to carry out its duties and  
26 responsibilities under this Agreement and all applicable statutes and  
27 regulations pertaining to Medi-Cal contractors.  
28

## Exhibit A

- 1 g. Contractor shall receive reimbursement for an Administrative Day(s) from  
2 the California State Department of Health Care Services, upon the  
3 condition that Contractor agrees to be responsible for contacting less  
4 restrictive facilities (i.e., board and care facilities, room and board  
5 facilities, licensed adult residential care facilities, etc.) within a sixty (60)  
6 mile radius of Contractor's facility at least once every five (5) days to  
7 place Beneficiary when Beneficiary no longer requires Contractor's acute  
8 care. These contacts must be documented by a brief description of  
9 status and the signature of the person making the contacts.  
10 Beneficiary's chart shall be reviewed on a weekly basis if the  
11 Beneficiary's status has changed.
- 12 h. Adult Psychiatric Inpatient Hospital Services rendered pursuant to this  
13 Agreement shall be rendered at the following facility: Kaweah Health  
14 Mental Health Hospital, 1100 South Akers Street, Visalia, CA 93277,  
15 except as permitted in section 5 of this exhibit.
- 16 i. Quality of Care: As express conditions precedent to any authorization by  
17 County for payment under the terms of this Agreement, whether services  
18 are performed directly or through the instrumentality of a Delegate as  
19 permitted under this Agreement, Contractor shall:
- 20 i. Assure that any and all eligible Beneficiaries receive care as  
21 required by Sections 14700 et seq. and 14712 et seq. of the  
22 California Welfare and Institutions Code (WIC) and assure that  
23 the same quality of care is rendered to all Recipients referred by  
24 County. Payment may be denied by County when requirements  
25 of cited WIC sections are not met.
- 26 ii. Take such action as required by Contractor's Medical Staff  
27 bylaws against medical staff members who violate those bylaws,  
28 as the same may be from time to time amended.

## Exhibit A

1                   iii.    Provide Psychiatric Inpatient Hospital Services in the same  
2                                   manner to persons covered by this Agreement as it provides to  
3                                   all persons to whom it renders Psychiatric Inpatient Hospital  
4                                   Services.

5                   iv.    Not discriminate in any manner, including admission practices  
6                                   and placement in special or separate wings or rooms, nor make  
7                                   any provision of special or separate meals.

### 8           III.   Contractor's Professional and Administrative Responsibilities

9                   To the extent required by Title 22, Division 5, Chapter 1, Section 70713 of the  
10                   California Code of Regulations, Contractor retains professional and  
11                   administrative responsibility for the services rendered pursuant to this  
12                   Agreement. Contractor's retention of these responsibilities shall not alter or  
13                   modify, in any way, the hold harmless, indemnification, insurance or independent  
14                   contractor provisions set forth in this Agreement.

### 15           IV.   Licensure and Certification Conditions:

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

22                   b.   Contractor hereby represents and warrants that it is currently, and for the  
23                                   duration of this Agreement shall remain, certified under Title XVIII of the  
24                                   Federal Social Security Act (42 U.S.C. Sections 1395 et seq.).

### 25           V.   Delegation of Contractor's Duties.

#### 26                   a.   When Permitted:

27                                   i.   Contractor and County recognize that the Adult Psychiatric  
28                                   Inpatient Hospital Services to be rendered under this Agreement

## Exhibit A

1 are personal and non-delegable, except as provided in this  
2 Agreement. Any attempt by Contractor to delegate or otherwise  
3 vest responsibility for performance of its duties in any manner  
4 other than those expressly permitted in this article shall  
5 constitute a present material breach of this Agreement.

6 ii. Except as limited by section V(a)(v), delegation of duties by  
7 Contractor shall not constitute a present material breach only if  
8 such delegation is in conformity with one of the following:

9 1. The Delegate renders the Adult Psychiatric Inpatient  
10 Hospital Services at Contractor's facility or location.

11 2. For services to Medi-Cal Beneficiaries only, if the total of  
12 all payments by Contractor for all delegated services not  
13 covered under this section by V(a)(ii)(1) nor specially  
14 authorized under V(a)(ii)(3) will not exceed five percent  
15 (5%) of the total Medi-Cal inpatient psychiatric billing by  
16 Contractor in any consecutive three (3) month period,  
17 Contractor may delegate duties to any qualified delegate  
18 section V(a)(iii) without written approval of County.

19 3. Any delegation not authorized under this V(a)(ii) by (1) or  
20 by (2) shall require the prior written approval of County.  
21 Such prior written approval must be requested in a written  
22 application which identifies the proposed Delegate or  
23 Delegates, warrants their qualification to render services  
24 required by and in conformity with the terms of this  
25 Agreement, and identifies the categories of services to be  
26 delegated along with an estimate of the percentage of  
27 services in those categories which Contractor anticipates  
28 will be rendered by the Delegate or Delegates.

## Exhibit A

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

9                   iv.    All costs for services rendered by a Delegate or Delegates are  
10                                   included in the all-inclusive rates paid to Contractor pursuant to  
11                                   Exhibit E.

12                   v.    As a limitation upon the authorizations set forth in this section  
13                                   V(a), no delegation shall be attempted or entered if:

14                                   1. The Delegate is not licensed and certified to the same  
15                                   extent as that required of Contractor under section 12.1 of  
16                                   the agreement; or

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

23                                   3. The services are available at Contractor's location.

24                                   Contractor shall not discriminate against Beneficiaries in  
25                                   making a determination of availability of facilities at its own  
26                                   location.

27                   b.    How Accomplished:  
28

## Exhibit A

1 In any delegation pursuant to authorization contained in Exhibit E,  
2 Contractor shall contract in writing with a Delegate or Delegates for the  
3 assumption of the primary duty of performance of the duties assumed by  
4 Contractor under the terms of this Agreement. Any written contract of  
5 delegation shall include the following:

- 6 i. Covenants on the part of Contractor and the Delegate that the  
7 contract of delegation shall be governed by and construed in  
8 accordance with all applicable laws and regulations and this  
9 Agreement.
- 10 ii. Specification of the services to be provided by the Delegate.
- 11 iii. Specification of the term of the contract of delegation including  
12 the beginning and ending dates, as well as methods of  
13 extension, renegotiation and termination.
- 14 iv. A warranty by the Delegate that it presently conforms, and  
15 during the life of the delegation shall continue to conform, to the  
16 licensure and certification requirements exacted from Contractor  
17 under section 12.1 and that its failure to abide by the terms of  
18 this warranty shall be an express condition subsequently  
19 discharging Contractor from all obligations under the terms of  
20 the contract of delegation.
- 21 v. A covenant running to County as an intended third-party  
22 beneficiary of the contract of delegation where by the Delegate  
23 promises:
  - 24 1. To maintain, for at least six (6) years after the close of the  
25 fiscal year (FY) in which the contract of delegation was in  
26 effect, full books and records pertaining to the goods and  
27 services furnished under the terms of the delegation in  
28

## Exhibit A

1 accordance with general standards applicable to such  
2 book and record keeping.

3 2. To make the books and records maintained per subsection  
4 V(B)(v)(1), above, available for inspection, examination or  
5 copying by agents of County, DHCS, and the United States  
6 Department of Health and Human Services at all  
7 reasonable times at the Delegate's place of business, or at  
8 such other location in California approved in writing by  
9 County.

10 3. To make full disclosure of the method and amount of  
11 compensation or other direct or indirect consideration  
12 received by the Delegate from Contractor.

13 4. That no services rendered on behalf of Contractor by the  
14 Delegate pursuant to the contract of delegation will be  
15 billed to County or the fiscal intermediary by the Delegate;  
16 the Delegate will look exclusively to Contractor for  
17 compensation under the terms of the contract of  
18 delegation.

19 5. To hold harmless County, the California State Department  
20 of Health Care Services, the State of California and  
21 Beneficiaries in the event that Contractor cannot or will not  
22 pay for services performed by the Delegate pursuant to the  
23 terms of the contract of delegation.

24 VI. Notification of Admission

25 Contractor shall notify County within 24 hours, or next business day, of all  
26 Beneficiaries and or Recipients admitted for services if those admitted are not  
27 direct referrals of County.

28 VII. Discharge Planning and Care Coordination

## Exhibit A

1 All parties, pursuant to the Mental Health Plan, shall participate as needed in  
2 discharge planning and care coordination to ensure that each person  
3 hospitalized is supported through the transition process with necessary  
4 outpatient mental health and other necessary services once the person served is  
5 discharged. DBH case managers will provide input on planning to Contractor and  
6 will assist seriously mentally ill persons served with necessary outpatient mental  
7 health and other necessary services once the person served is discharged.  
8 County staff will not be responsible for the outcome of the discharge planning or  
9 the bed utilization of the persons served.

### 10 VIII. UMDAP Application

11 Contractor shall inform low income, uninsured and under-insured persons  
12 admitted to facility of the County's UMDAP program. County authorizes  
13 Contractor to initiate the UMDAP application process using a County-approved  
14 form (Exhibit D of the Agreement) and may transcribe information as stated by  
15 person or family onto said form. The application form must have the original  
16 signature of the person admitted to facility or his/her authorized representative.  
17 The completed application shall be submitted to County within one (1) business  
18 day of admission for inpatient psychiatric services. County reserves the right to  
19 determine UMDAP eligibility and will notify Contractor of the person's eligibility  
20 within five (5) working days.

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## Exhibit B

### BEHAVIORAL HEALTH REQUIREMENTS

#### 1. CONTROL REQUIREMENTS

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

#### 2. PROFESSIONAL LICENSURE

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

#### 3. CONFIDENTIALITY

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

#### 4. NON-DISCRIMINATION

##### A. Eligibility for Services

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

##### B. Employment Opportunity

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

## Exhibit B

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

### 5. PATIENTS' RIGHTS

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

### STATE CONTRACTOR CERTIFICATION CLAUSES

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

## Exhibit B

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

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

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

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

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

## Exhibit B

the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

## Exhibit B

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

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

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

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

## Exhibit B

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

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

### Federal database checks.

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

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

## Exhibit B

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

#### 1. SERVICES AND ACCESS PROVISIONS

##### a. CERTIFICATION OF ELIGIBILITY

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

##### b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

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

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

## Exhibit B

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

## Exhibit B

Medicare & Medicaid Services (CMS) approved ICD diagnosis code

### d. MEDICAL NECESSITY

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

### e. COORDINATION OF CARE

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

### f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

## Exhibit B

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

## **2. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### a. SERVICE AUTHORIZATION

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

### b. DOCUMENTATION REQUIREMENTS

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

## Exhibit B

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

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

### c. ASSESSMENT

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

### d. ICD-10

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

### e. PROBLEM LIST

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

## Exhibit B

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

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

## Exhibit B

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

### i. TELEHEALTH

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

## 3. CLIENT PROTECTIONS

### a. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

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

## Exhibit B

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

#### **4. QUALITY IMPROVEMENT PROGRAM**

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

## Exhibit B

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

### b. TIMELY ACCESS

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

## Exhibit B

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

## Exhibit B

### d. PHYSICIAN INCENTIVE PLAN

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

## 5. DATA, PRIVACY AND SECURITY REQUIREMENTS

### a. ELECTRONIC PRIVACY AND SECURITY

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

## 6. PROGRAM INTEGRITY

### a. Credentialing and Re-credentialing of Providers

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

## **Exhibit B**

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

## Exhibit C

### DOCUMENTATION STANDARDS FOR PERSON SERVED RECORDS

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

#### A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

#### B. Problem list

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

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

## Exhibit C

### C. Treatment and Care Plan Requirements

#### 1. Targeted Case Management

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

#### 2. Services requiring Treatments Plans

- Intensive Home-Based Services (IHBS)
- Intensive Care Coordination (ICC)
- Therapeutic Behavioral Services (TBS)
- Must have specific observable and/or specific quantifiable goals
- Must identify the proposed type(s) of intervention
- Must be signed (or electronic equivalent) by:
  - the person providing the service(s), or
  - a person representing a team or program providing services, or
  - a person representing the MHP providing services
  - when the person served's plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
    - a physician
    - a licensed/ "waivered" psychologist
    - a licensed/ "associate" social worker
    - a licensed/ registered/marriage and family therapist or
    - a registered nurse
- In addition,
  - Person served's plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the person served's plan goals, and there will be documentation of the person served's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the person served's participation and agreement in the body of the plan, person served's signature on the plan, or a description of the person served's participation and agreement in progress notes.
  - Person served's signature on the plan will be used as the means by which the Contractor documents the participation of the person served. When the person served's signature is required on the person served's plan and the person

## Exhibit C

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

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

### D. Progress Notes

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

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

### 2. Timeliness/Frequency of Progress Notes

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

UMDAP Application

**CLIENT INFORMATION**

1. Name	Date of Birth	File Number
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**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 . . . . .		\$



# Exhibit E

## Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit E. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit E.

### Rate Structure

#### (A) Beneficiaries:

For Beneficiaries, provided that there shall first have been a submission of claims in accordance with this section, and payment authorization from County, Contractor shall be paid by the State Department of Health Care Services at the following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services, excluding professional fees, based on the following accommodation codes:

Description	Accommodation Code	Rate
Administrative Day	169	\$693 (effective 7/1/21)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,428(FY 2023-24)

#### (B) Recipients

For Recipients specifically referred by County to Contractor, provided that there shall first have been a submission of claims in accordance with this section, Contractor shall be paid by County at the following all-inclusive rate per patient per day for acute Adult Psychiatric Inpatient Hospital Services excluding professional fees based on the following accommodation codes:

Description	Accommodation Code	Rate
Administrative Day	169	\$693 (effective 7/1/21)
Room & Board, Semi-Private 2-Bed, Psychiatric	124	\$1,428 (FY 2023-24)

For those Beneficiaries and Recipients determined by County staff to meet medical necessity criteria for acute inpatient hospitalization and referred by County and admitted to the facility; and should the retrospective review of the client record fail to meet Medi-Cal medical

## Exhibit E

1 necessity criteria, County will compensate Contractor at the rate of \$1,428 per day of admission  
2 in these instances. If the person served is a Beneficiary, County will adjust the Treatment  
3 Authorization Request (TAR) in accordance with Medi-Cal medical necessity criteria to prevent  
4 an incorrect claim to the State. If Medi-Cal funding is subsequently secured, Contractor will  
5 credit County the appropriate amount.

6 An authorized day of service shall be billed for each adult person who occupies an  
7 inpatient psychiatric bed at 12:00 midnight in the facilities of either Contractor or an authorized  
8 Delegate. Day of discharge shall not be billed. However, a day of service may be billed if the  
9 adult person is admitted and discharged during the same day provided that such admission and  
10 discharge is not within twenty-four (24) hours of a prior discharge. For billing purposes,  
11 Beneficiaries and Recipients receiving Adult Psychiatric Inpatient Hospital Services, as  
12 described herein, must meet emergency admission criteria, documentation requirements,  
13 treatment and discharge planning requirements and have received an approved TAR for the  
14 days being billed. Said TAR and supporting documentation must be submitted by Contractor or  
15 County within fourteen (14) days of said Beneficiaries and Recipients being discharged from  
16 said facility(ies).

17 As an express condition precedent to County's authorization for payment under this  
18 exhibit, Contractor shall determine that Adult Psychiatric Inpatient Hospital Services rendered  
19 are not covered, in whole or in part, under any State of California or Federal medical care  
20 program other than Medi-Cal, Medicare, UMDAP, or under any other contractual or legal  
21 entitlement, including, but not limited to, a private group indemnification or insurance program or  
22 worker's compensation. To the extent that such coverage is available, the payment received by  
23 Contractor from such coverage will reduce County's payment obligation for a combined amount  
24 not to exceed the all-inclusive rate pursuant to this section. The Beneficiary's or individual's  
25 share of cost, i.e., payments required to be made by Beneficiary or individuals under applicable  
26 insurance policies, etc., will also reduce the State's Medi-Cal payment obligation or County's  
27 payment obligation, by the amount of the share of cost.

28

## Exhibit E

### Rate Establishment

It is understood by County and Contractor that Kaweah Health Mental Health Hospital's Psychiatric Inpatient Day Rate (Room & Board, Semi-Private, 2-bed, Psychiatric) is established based on negotiations with Tulare County during each fiscal year. Said rate adjustment(s) may be approved by County's DBH Director, or designee and Contractor, pursuant to Section 24.1 of this Agreement, and become part of this Agreement. Any rate adjustment shall not result in an increase to the maximum compensation of the Agreement as stated herein.

It is further understood by County and Contractor that the California Department of Health Care Services Rate Development Branch is responsible for establishing the administrative day rate during each State fiscal year, which may supersede the rate stated above, in accordance with the terms of Section 24.1 of this Agreement.

# Exhibit F

## Insurance Requirements

### 1. Required Policies

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

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

## Exhibit F

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

Contractor may satisfy the Commercial General Liability and Professional Liability requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement, as referenced in Exhibit M.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.

## Exhibit F

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

## Exhibit F

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

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

## Exhibit G

### FRESNO COUNTY MENTAL HEALTH PLAN

#### **Grievances**

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

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

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

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

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

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

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

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

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

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

## Exhibit G

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

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

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

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

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

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

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

## Exhibit H

### COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

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

#### Medi-Cal Organizational Provider Standards

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

## Exhibit H

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

# Exhibit I

## Data Security

### 1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit L.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit L.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit L.

## Exhibit I

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

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

## Exhibit I

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

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

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit L, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
  - (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

## Exhibit I

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

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

## Exhibit I

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

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

#### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), 559-600-5900, (559) 600-4645, [dbhcontractedservices@fresnocountyca.gov](mailto:dbhcontractedservices@fresnocountyca.gov), [dbhforensicservices@fresnocountyca.gov](mailto:dbhforensicservices@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit L, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint,

## Exhibit I

including taking any corrective action under this Exhibit L, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit L.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit L, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit L.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit L. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

## Exhibit I

Contractor and such Authorized Persons, or amending any written agreements to provide same.

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

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

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit L and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit L or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

## Exhibit I

County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit L is intended to confer, nor shall anything in this Exhibit L confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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

## Exhibit J

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

## Exhibit J

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

# Exhibit K

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

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

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

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

NAME	ADDRESS	PROVIDER NUMBER

## Exhibit K

**YES    NO**

- IV. A. Has there been a change in ownership or control within the last year? .....    
 If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year? .....    
 If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year? .....    
 If yes, when? \_\_\_\_\_

V. Is the facility operated by a management company or leased in whole or part by another organization? .....    
 If yes, give date of change in operations. \_\_\_\_\_

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

## Exhibit L

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

#### INSTRUCTIONS FOR CERTIFICATION

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

#### CERTIFICATION

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

## Exhibit L

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)



May 1, 2023

RE: Kaweah Delta Health Care District General and Professional Liability Insurance

Kaweah Delta Health Care District is self-insured for both General and Professional Liability purposes. The self-insured program has been in place since 1977, is reviewed annually by a licensed actuary and is audited annually by its financial auditors. The trust assets available exceed the required one million/three million limits of liability.

We are assured that the financial resources devoted to the program continue to be more than sufficient for the District's liabilities and exposures.

*Laree Irving*

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