

**AGREEMENT**

THIS AGREEMENT is made and entered into this 26th day of May, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR(S)" and such additional Contractors as may, from time to time during the term of this Agreement, be added by COUNTY's Director, Department of Behavioral Health or designee in accordance with this Agreement.

**WITNESSETH:**

WHEREAS, the County of Fresno has residents who are designated to be placed at or are being discharged from locked facilities including but not limited to State Mental Health hospitals, Institutions for Mental Disease (IMD) and locked Mental Health Resource Centers (MHRC); and

WHEREAS, the Welfare and Institutions Code, section 5458(c) describes the Transitional Social Rehabilitation Program (TSRP) as a program of services provided to persons who may be expected to move towards a more independent living situation; and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) desires to contract with licensed transitional mental health residential facilities qualified to provide such services.

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

**1. SERVICES**

A. CONTRACTORS shall perform all services and fulfill all responsibilities as identified in Exhibit B, "Transitional Social Rehabilitation Program Services and Requirements," attached hereto and by this reference incorporated herein.

B. CONTRACTORS shall perform all services defined in Exhibit B in accordance with Exhibit C "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

C. Upon expiration or termination of this Agreement for any reason, CONTRACTOR(S) agrees to assist COUNTY's DBH in the placement of individuals placed by

1 COUNTY who can no longer remain at CONTRACTOR(S)' facilities.

2 D. CONTRACTOR(S) shall provide transportation services for individuals placed by  
3 COUNTY to and from appointments and activities, as needed.

4 E. For admission and discharge, COUNTY shall be responsible for and arrange  
5 transportation to and from CONTRACTOR(S)' facilities.

6 F. CONTRACTOR(S) shall give COUNTY representatives, including but not limited  
7 to Case Managers and Deputy Conservators, reasonable access to individuals placed by COUNTY,  
8 their records and medical records, to aid in optimizing treatment for these individuals. These COUNTY  
9 representatives shall be allowed to be involved in periodic meetings with treatment staff of the facility  
10 when individuals, their treatment and progress are discussed.

11 G. CONTRACTOR(S) shall possess and maintain all licenses, permit approvals,  
12 certificates, waivers and exceptions necessary as further described in Section Eighteen (18) of this  
13 Agreement.

14 **2. TERM**

15 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2020 and shall terminate  
16 on the 30<sup>th</sup> day of June, 2023.

17 This Agreement may be extended for two (2) additional consecutive twelve (12) month  
18 periods upon the written approval of both parties not later than sixty (60) days prior to the first day of  
19 the next twelve (12) month extension period. The COUNTY's DBH Director or designee is authorized  
20 to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory  
21 performance.

22 **3. TERMINATION**

23 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
24 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
25 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
26 terminated at any time by giving CONTRACTOR(S) thirty (30) days advance written notice.

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

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.
- 5) Suspension or revocation of the license by any regulatory agency of the State of California to operate the facility.

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

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

#### **4. COMPENSATION**

##### **A. COMPENSATION FOR ROOM AND BOARD**

For each COUNTY individual that has Social Security Insurance (SSI), COUNTY and CONTRACTOR(S) agree that the basic SSI monthly rate for Transitional Social Rehabilitation Program (TSRP) service recipients, as determined by the Social Security Administration and the State of California Department of Health Care Services, shall be provided to CONTRACTOR(S) for room and board services. CONTRACTOR(S) shall seek payment of SSI for room and board services from the DBH's Public Guardian Office (PGO) Division, who administers SSI monies on behalf of the individuals that are SSI recipients. The parties acknowledge that said SSI monies for SSI recipients are not part of the funds provided through this Agreement.

For each COUNTY individual that is not a SSI recipient, COUNTY and

1 CONTRACTOR(S) agree that the basic SSI monthly rate for room and board for TSRP service  
2 recipients, as determined by the Social Security Administration and the State of California Department  
3 of Health Care Services, shall be provided to CONTRACTOR(S) for room and board services.

4 CONTRACTOR(S) shall invoice COUNTY, and COUNTY shall pay CONTRACTOR(S), for these room  
5 and board services provided to individuals placed by COUNTY that are not SSI recipients.

6 COUNTY and CONTRACTOR(S) acknowledge that the rates recited in the  
7 preceding paragraphs may be subject to adjustment pursuant to rates set by the State of California  
8 Department of Health Care Services or the Social Security Administration as appropriate, during each  
9 term of this Agreement. Rate adjustment(s) shall be approved by COUNTY's DBH Director, or  
10 designee and CONTRACTOR(S), and shall become part of this Agreement. COUNTY agrees to pay  
11 CONTRACTOR(S) the adjusted rate after the effective date of the adjustment is authorized by the  
12 State of California Department of Health Care Services or Social Security Administration, as  
13 appropriate, and CONTRACTOR(S) agree to accept such rates as of the effective date of such  
14 adjustment, whether or not the cost of providing such services shall have exceeded the amount of the  
15 payments hereunder. Any rate adjustment shall not result in an increase to the maximum amount of  
16 the Agreement as stated herein. COUNTY shall notify CONTRACTOR(S) in writing of any SSI rate  
17 change within thirty (30) days of COUNTY receiving notice of any rate change from the State of  
18 California Department of Health Care Services or Social Security Administration.

19 B. COMPENSATION FOR TSRP SERVICES

20 In addition to Section 4.A. above, COUNTY agrees to pay and  
21 CONTRACTOR(S) agree to accept compensation for TSRP services provided to individuals placed by  
22 COUNTY whether or not the individual is covered by SSI, Medi-Cal, private insurance, or has no other  
23 coverage, at the daily rate as specified in Exhibit A for each of CONTRACTOR(S) facilities.

24 CONTRACTOR(S) understand that COUNTY may seek reimbursement from  
25 any applicable third party payor (e.g., Medicare, Medi-cal or other insurance) for TSRP services  
26 rendered by CONTRACTOR(S) and paid for by COUNTY. CONTRACTOR(S) shall be responsible for  
27 preparation and submission to COUNTY of Medi-Cal billing information, and/or other third party payor  
28 information as it relates to COUNTY's individuals, which information COUNTY will utilize to seek

1 reimbursement for payments it has made to CONTRACTOR(S).

2 C. GENERAL PROVISIONS

3 The maximum amount of compensation paid by COUNTY for individuals  
4 receiving TSRP services pursuant to Section 4.A and 4.B. to all CONTRACTOR(S) collectively under  
5 this Agreement shall not exceed Two Million Three Hundred Sixty-Eight Thousand Eight Hundred and  
6 No/100 Dollars (\$2,368,800.00) each twelve (12) month period of this Agreement.

7 In no event shall the total maximum compensation amount under this  
8 Agreement for FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, and FY 2024-25 combined exceed  
9 Eleven Million Eight Hundred Forty-Four Thousand and No/100 Dollars (\$11,844,000.00).

10 It is understood that all expenses incidental to CONTRACTOR(S) performance  
11 of TSRP services under this Agreement shall be borne by CONTRACTOR(S). Payments by COUNTY  
12 shall be in arrears, within forty-five (45) days after receipt, verification and approval of  
13 CONTRACTOR(S) invoices by COUNTY'S DBH, for services provided during the preceding month. In  
14 addition, it is understood by CONTRACTOR(S) that at the discretion of COUNTY'S DBH Director or  
15 designee, COUNTY reserves the right to deny payment of any additional invoices received ninety (90)  
16 days after the expiration of each term of this Agreement or termination of this Agreement. If  
17 CONTRACTOR(S) should fail to comply with any provision of this Agreement, COUNTY shall be  
18 relieved of its obligation for further compensation.

19 5. INVOICING

20 CONTRACTOR(S) shall invoice COUNTY'S DBH for each COUNTY individual in  
21 arrears by the tenth (10<sup>th</sup>) day of each month for actual expenses incurred and services rendered in  
22 the prior month electronically to: 1) [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov),  
23 2) [dbh-invoices@fresnocountyca.gov](mailto:dbh-invoices@fresnocountyca.gov); and 3) [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov) with  
24 a copy to the assigned COUNTY DBH Staff Analyst. Invoices shall include date(s) of stay, individual's  
25 ///  
26 name, Date of Birth (DOB), Social Security number, and facility name and location. No reimbursement  
27 for services shall be made until invoices are received and reviewed by COUNTY'S DBH.

1 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is  
2 otherwise not in proper form or substance, COUNTY shall have the right to withhold payment as to  
3 only that portion of the invoice that is incorrect or improper and CONTRACTOR agrees to continue to  
4 provide services for a period of ninety (90) days and, if after the ninety (90) day period, the invoice(s)  
5 is still not corrected to COUNTY's DBH satisfaction, COUNTY may elect to terminate this Agreement  
6 with individual CONTRACTOR(S), pursuant to the termination provisions stated in Section Three (3) of  
7 this Agreement.

8 **6. INDEPENDENT CONTRACTOR**

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

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

28 **7. SEPARATE AGREEMENT**

1 It is mutually understood by the parties that this Agreement does not, in any way, create  
2 a joint venture among the individual CONTRACTOR(S). By execution of the Agreement, the  
3 CONTRACTOR(S) understand that a separate Agreement is formed between each individual  
4 Contractor and COUNTY.

5 **8. MODIFICATION**

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

8 B. Notwithstanding the above, changes to the providers listed in Exhibit A may be  
9 made in accordance with Section Nineteen (19) of this Agreement.

10 C. Additionally, changes to the licensed residential supplemental rate, as dictated  
11 by the State of California, may be made in accordance with Section Four (4) of this Agreement. Such  
12 licensed residential supplemental rate changes shall not result in any changes to the maximum  
13 compensation amount payable to CONTRACTOR(S).

14 D. Modifications shall not result in any change to the annual maximum  
15 compensation amount payable to CONTRACTOR(S), as stated in this Agreement.

16 **9. NON-ASSIGNMENT**

17 No party shall assign, transfer or subcontract this Agreement nor their rights or duties  
18 under this Agreement without the prior written consent of the other party.

19 **10. HOLD-HARMLESS**

20 CONTRACTOR(S) agree to indemnify, save, hold harmless, and at COUNTY's request,  
21 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
22 including attorney's fees and court costs, damages, liabilities, claims and losses occurring or resulting  
23 to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR(S), their  
24 officers, agents or employees under this Agreement, and from any and all costs and expenses,  
25 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
26 any person, firm or corporation who may be injured or damaged by the performance, or failure to  
27 perform, of CONTRACTOR(S), their officers, agents or employees under this Agreement. In addition,  
28

1 CONTRACTOR(S) agree to indemnify COUNTY for Federal, State of California and/or  
2 local audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR(S).

3 **11. INSURANCE**

4 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR(S)  
5 or any third parties, CONTRACTOR(S), at its sole expense, shall maintain in full force and effect the  
6 following insurance policies throughout the term of this Agreement:

7 A. Commercial General Liability

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

12 B. Automobile Liability

13 Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto),  
14 or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).with  
15 limits for bodily injury of not less than Five Hundred Thousand Dollars  
16 (\$500,000) per person and with limits no less than One Million Dollars  
17 (\$1,000,000) per accident for bodily injury and property damage. Coverage  
18 should include any vehicle used in connection with this Agreement.

17 C. Real and Property Insurance

18 CONTRACTOR(S) shall maintain a policy of insurance for all risk personal  
19 property coverage which shall be endorsed naming the County of Fresno as an  
20 additional loss payee. The personal property coverage shall be in an amount  
21 that will cover the total of COUNTY purchase and owned property, at a  
22 minimum, as discussed in Section Twenty-Four (24) of this Agreement.

21 D. All Risk Property Insurance

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

26 E. Professional Liability

27 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,  
28 L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with  
limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three  
Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR(S) agrees that it  
shall maintain, at its sole expense, in full force and effect for a period of three (3)



1 years following the termination of this Agreement, one or more policies of  
2 professional liability insurance with limits of coverage as specified herein.

3 F. Worker's Compensation

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

6 G. Molestation

7 Sexual abuse / molestation liability insurance with limits of not less than One  
8 Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars  
9 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per  
10 occurrence basis.

11 H. Cyber Liability

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

22 I. Waiver of Subrogation

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

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

1 CONTRACTOR(S) hereby waives its right to recover from COUNTY, its officers, agents, and  
2 employees any amounts paid by the policy of worker's compensation insurance required by this  
3 Agreement. CONTRACTOR(S) is solely responsible to obtain any endorsement to such policy that  
4 may be necessary to accomplish such waiver of subrogation, but CONTRACTOR(S) waiver of  
5 subrogation under this paragraph is effective whether or not CONTRACTOR(S) obtains such an  
6 endorsement.

7 Within thirty (30) days from the date CONTRACTOR(S) signs this Agreement,  
8 CONTRACTOR(S) shall provide certificates of insurance and endorsements as stated above for all of  
9 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,  
10 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Contracts Division, stating that such  
11 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,  
12 agents and employees will not be responsible for any premiums on the policies; that for such worker's  
13 compensation insurance the CONTRACTOR(S) has waived its right to recover from the COUNTY, its  
14 officers, agents, and employees any amounts paid under the insurance policy and that waiver does  
15 not invalidate the insurance policy; that such Commercial General Liability insurance names the  
16 County of Fresno, its officers, agents and employees, individually and collectively, as additional  
17 insured, but only insofar as the operations under this Agreement are concerned; that such coverage  
18 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
19 maintained by the COUNTY, its officers, agents and employees, shall be excess only and not  
20 contributing with insurance provided under the CONTRACTOR(S) policies herein; and that this  
21 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written  
22 notice given to COUNTY. In the event CONTRACTOR(S) fail to keep in effect at all times  
23 insurance coverage as  
24 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate  
25 this Agreement upon the occurrence of such event.

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

**12. CONFIDENTIALITY**

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

3 **13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

4 COUNTY and CONTRACTOR(S) each consider and represent themselves as covered  
5 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law  
6 104- 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by  
7 law.

8 COUNTY and CONTRACTOR(S) acknowledge that the exchange of PHI between them  
9 is only for treatment, payment, and health care operations.

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

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

19 **14. DATA SECURITY**

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

26 A. **CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**

27 CONTRACTOR(S) may not connect to COUNTY networks via personally-owned  
28 mobile, wireless or handheld devices, unless the following conditions are met:

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

6           B.     CONTRACTOR-Owned Computers or Computer Peripherals

7                   CONTRACTOR(S) may not bring CONTRACTOR(S)-owned computers or

8 computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief

9 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is

10 approved to be transferred, data must be stored on a secure server approved by the COUNTY and

11 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure

12 connection. Said data must be encrypted.

13           C.     COUNTY-Owned Computer Equipment

14                   CONTRACTOR(S) or anyone having an employment relationship with the

15 COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises

16 without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

17           D.     CONTRACTOR(S) may not store COUNTY's private, confidential or sensitive

18 data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

19           E.     CONTRACTOR(S) shall be responsible to employ strict controls to ensure the

20 integrity and security of COUNTY's confidential information and to prevent unauthorized access,

21 viewing, use or disclosure of data maintained in computer files, program documentation, data

22 processing systems, data files and data processing equipment which stores or processes COUNTY

23 data internally and externally.

24           F.     Confidential client information transmitted to one party by the other by means of

25 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of

26 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

27           G.     CONTRACTOR(S) is responsible to immediately notify COUNTY of any

28 violations, breaches or potential breaches of security related to COUNTY's confidential information,

1 data maintained in computer files, program documentation, data processing systems, data files and  
2 data processing equipment which stores or processes COUNTY data internally or externally.

3 H. COUNTY shall provide oversight to CONTRACTOR(S) response to all incidents  
4 arising from a possible breach of security related to COUNTY's confidential client information provided  
5 to CONTRACTOR(S). CONTRACTOR(S) will be responsible to issue any notification to affected  
6 individuals as required by law or as deemed necessary by COUNTY in its sole discretion.  
7 CONTRACTOR(S) will be responsible for all costs incurred as a result of providing the required  
8 notification.

9 **15. CONFLICT OF INTEREST**

10 No officer, agent, or employee of COUNTY who exercises any function or  
11 responsibility for planning and carrying out the services provided under this Agreement shall have any  
12 direct or indirect personal financial interest in this Agreement. CONTRACTOR(S) shall comply with all  
13 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be  
14 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of  
15 COUNTY.

16 **16. REFERENCE TO LAWS AND RULES**

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

20 **17. NON-DISCRIMINATION**

21 During the performance of this Agreement, CONTRACTOR(S) and its subcontractors  
22 shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national  
23 origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital  
24 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and  
25 veteran status, not shall they discriminate unlawfully against any employee or applicant for  
26 employment because of race, religious creed, color, national origin, ancestry, physical disability,  
27 mental disability, medical condition, genetic information, marital status, sex, gender identity, gender  
28 expression, age, sexual orientation, or military and veteran status.

1 CONTRACTOR(S) shall ensure that the evaluation and treatment of employees and  
2 applicants for employment are free of such discrimination. CONTRACTOR(S) and subcontractors shall  
3 comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the  
4 regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article  
5 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and  
6 the regulations or standards adopted by the awarding state agency to implement such article.  
7 CONTRACTOR(S) shall permit access by representatives of the Department of Fair Employment and  
8 Housing and the awarding state agency upon reasonable notice at any time during the normal  
9 business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records,  
10 accounts, and all other sources of information and its facilities as said department or agency shall  
11 require to ascertain compliance with this clause. CONTRACTOR(S) and its subcontractors shall give  
12 written notice of their obligations under this clause to labor organizations with which they have a  
13 collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105) CONTRACTOR(S)  
14 shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to  
15 perform work under this Agreement.

16 **18. LICENSES/CERTIFICATES**

17 CONTRACTOR(S) shall throughout the term of this Agreement, maintain all necessary  
18 licenses, permits approvals, certificates, waivers and exceptions necessary for the provision of the  
19 services hereunder and required by the laws and regulations of the United States, State of California,  
20 County of Fresno, and any other applicable governmental agencies. In addition, CONTRACTOR(S)  
21 shall throughout each term of this Agreement ensure that all of its personnel performing services  
22 under this Agreement are licensed and/or certified and shall maintain such licensure and/or  
23 certification throughout each term of this Agreement where required, to lawfully perform their duties.

24 CONTRACTOR(S) shall notify COUNTY immediately in writing of its inability to obtain  
25 or maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
26 irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR(S) shall  
27 comply with all other applicable laws, rules or regulations, as any may now exist or be hereafter  
28 changed. CONTRACTOR(S) shall maintain copies of all licenses, certifications, etc., noted above and

1 shall allow COUNTY's DBH to review these documents upon request.

2 **19. ADDITIONS/DELETIONS OF CONTRACTORS**

3 COUNTY's DBH Director, or designee, reserves the right at any time during the term of  
4 this Agreement to add new CONTRACTOR(S) to those contained in Exhibit A. It is understood any  
5 such additions will not affect compensation paid to the other CONTRACTOR(S), and therefore such  
6 additions may be made by COUNTY without notice to or approval of other CONTRACTOR(S) under  
7 this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR(S)  
8 contained in Exhibit A, except that deletions shall be by written mutual agreement between the  
9 COUNTY and the particular CONTRACTOR(S) to be deleted, or shall be in accordance with the  
10 provisions of Section Three (3) of this Agreement.

11 **20. COMPLAINTS**

12 CONTRACTOR(S) shall log all complaints and the disposition of all complaints from a  
13 client or a client's family. CONTRACTOR(S) shall provide a summary of the complaint log entries  
14 concerning COUNTY-sponsored clients to COUNTY at monthly intervals, by the tenth (10<sup>th</sup>) day of the  
15 following month, in a format that is mutually agreed upon. Said monthly summaries shall be submitted  
16 to the DBH's Placement Coordinator. CONTRACTOR(S) shall post signs informing individuals of their  
17 right to file a complaint or grievance. CONTRACTOR(S) shall also notify COUNTY of all incidents  
18 reportable to state licensing bodies that affect COUNTY individuals within twenty-four (24) hours of  
19 receipt of a complaint.

20 Within ten (10) days after each incident or complaint affecting COUNTY individuals,  
21 CONTRACTOR(S) shall provide COUNTY with information relevant to the complaint, investigative  
22 details of the complaint, the complaint and CONTRACTORS disposition of, or corrective action taken  
23 to resolve the complaint. In addition, CONTRACTOR(S) shall inform every individual of their rights as  
24 set forth in Exhibit D.

25 CONTRACTOR(S) shall file an incident report for all incidents involving individuals  
26 placed by COUNTY, following the protocol and using the worksheet identified in Exhibit E.

27 **21. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

28 CONTRACTOR(S) shall be required to maintain organizational provider certification by

1 host-county. A copy of this bi-annual renewal certificate must be furnished to COUNTY within thirty  
2 (30) days of receipt of certificate from host-county. CONTRACTOR(S) must meet Medi-Cal  
3 organization provider standards as listed on Exhibit F, Medi-Cal Organizational Provider Standards,  
4 attached hereto and incorporated herein.

5 **22. COMPLIANCE WITH STATE REQUIREMENTS**

6 CONTRACTOR(S) recognize that COUNTY operates its Department of Behavioral  
7 Health under an agreement with the State of California Department of Mental Health, and that under  
8 said agreement the State imposes certain requirements on COUNTY and its subcontractors.  
9 CONTRACTOR(S) shall adhere to all State requirements, including those identified in Exhibit G, "State  
10 Mental Health Requirements", attached hereto and by this reference incorporated herein and made  
11 part of this Agreement.

12 **23. APPLICABLE RECORDS**

13 A. Medical Records - CONTRACTOR shall maintain adequate medical records  
14 on each individual placed by COUNTY which shall include diagnostic studies, individual treatment  
15 plan, and records of services provided by the various professional personnel in sufficient detail to  
16 make possible an evaluation of services, and contain all the data necessary in reporting to the State,  
17 including records of client interviews and progress notes. All such records shall be maintained  
18 pursuant to applicable laws concerning confidentiality and, in the case of Mental Health records,  
19 California Welfare and Institutions Code, section 5328, et al, and Title 45, Code of Federal  
20 Regulations, section 205.50. All medical records shall be considered the property of COUNTY and  
21 shall be retained by the COUNTY at the termination or expiration of this Agreement. The  
22 CONTRACTOR(S) may retain copies of these records at the time of termination or expiration if they so  
23 choose.

24 B. Case Management: CONTRACTOR(S) shall maintain adequate case  
25 management records on each individual which shall include individual's assessment, individual  
26 program plan, and records of services provided by the various professional and para-professional  
27 personnel in sufficient detail to make possible an evaluation of services, and contain all the data  
28 necessary in reporting to the State, including records of individual interviews and progress notes. All



1 such records shall be maintained pursuant to applicable laws concerning confidentiality and, in the  
2 case of Mental Health records, California Welfare and Institutions Code, section 5328, et al, and Title  
3 45, Code of Federal Regulations, section 205.50. All case management records shall be considered  
4 the property of COUNTY and shall be retained by the COUNTY at the termination or expiration of this  
5 Agreement. The CONTRACTOR(S) may retain copies of these records at the time of termination if  
6 they so choose.

7 C. Financial Records - Statistical data shall be kept and reports made as required  
8 by the DBH Director or designee and the State. All such records shall be available for inspection by  
9 the designated auditors of COUNTY or State at reasonable times during normal business hours.  
10 Upon expiration or termination of this Agreement, CONTRACTOR(S) shall prepare and submit to  
11 COUNTY a final cost report relative to services provided under this Agreement.

12 D. All Records - COUNTY shall be allowed to review all records of services  
13 provided, including the goals and objectives of the treatment plan, and how the therapy provided is  
14 achieving the goals and objectives. All mental health records shall be considered the property of the  
15 COUNTY and shall be retained by the COUNTY upon termination or expiration of this Agreement.

16 **24. REPORTS**

17 A. Outcome Reports

18 CONTRACTOR(S) shall submit to COUNTY's DBH service outcome reports as  
19 reasonably requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to  
20 change at COUNTY's DBH discretion.

21 B. Additional Reports

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

1 C. Cost Report

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

18 Cost Reports must be submitted to the COUNTY as a hard copy with a signed  
19 cover letter and electronic copy of completed DHCS cost report form along with requested support  
20 documents following each fiscal year ending June 30th. During the month of September of each year  
21 this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates  
22 the training session, DHCS cost report template worksheets, and deadlines to submit, as determined  
23 by State DHCS annually. CONTRACTOR(S) shall remit a hard copy of cost report to County of  
24 Fresno, Attention: Cost Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR(S) shall  
25 remit the electronic copy or any inquiries to [DBHcostreportteam@co.fresno.ca.us](mailto:DBHcostreportteam@co.fresno.ca.us).

26 All Cost Reports must be prepared in accordance with General Accepted  
27 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)  
28 and 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost

1 report and invoice reimbursement.

2                   If the CONTRACTOR(S) does not submit the cost report by the deadline,  
3 including any extension period granted by the COUNTY, the COUNTY may withhold payments of  
4 pending invoicing under compensation until the cost report has been submitted and clears COUNTY  
5 desk audit for completeness.

6                   D.     Settlements with State Department of Health Care Services (DHCS)

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

22                   If at the end of the Audit Settlement, COUNTY determines that it overpaid  
23 CONTRACTOR(S), it will require CONTRACTOR(S) to repay the Medi-Cal related overpayment back  
24 to COUNTY.

25                   Funds owed to COUNTY will be due within forty-five (45) days of notification by  
26 COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by  
27 means of an offset against any payments then or thereafter owing to COUNTY under this or any other  
28 Agreement between the COUNTY and CONTRACTOR(S).

1 CONTRACTOR(S) shall provide at COUNTY's request, any required reports to  
2 COUNTY which may include performance outcome measurement reports as communicated by the  
3 County to CONTRACTOR(S)

4 **25. MONITORING**

5 CONTRACTOR(S) agrees to extend to COUNTY's staff, COUNTY's DBH Director, and  
6 The State Department of Health Care Services or their designees, the right to review and monitor  
7 records, services, or procedures, at any time, in regard to individuals placed by COUNTY, as well as  
8 the overall operation of CONTRACTOR(S)' performance, in order to ensure compliance with the terms  
9 and conditions of this Agreement.

10 **26. AUDITS AND INSPECTIONS**

11 CONTRACTOR(S) shall at any time during business hours, and as often as COUNTY  
12 may deem necessary, make available to COUNTY for examination all of their records and data with  
13 respect to the matters covered by this Agreement. CONTRACTOR(S) shall, upon request by  
14 COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure  
15 CONTRACTOR(S) compliance with the terms of this Agreement.

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
17 CONTRACTOR(S) shall be subject to the examination and audit of the State Auditor General for a  
18 period of three (3) years after final payment under contract (California Government Code section  
19 8546.7).

20 **27. CULTURAL COMPETENCY**

21 As related to Cultural and Linguistic Competence:

22 A. CONTRACTOR(S) shall not discriminate against individuals based on race,  
23 color, national origin, sex, disability, or religion. CONTRACTOR(S) shall ensure that a limited and/or  
24 no English proficient individual is entitled to equal access and participation in federally funded  
25 programs through the provision of comprehensive and quality bilingual services pursuant to Title 6 of  
26 ///  
27 the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order  
28 12250 of 1979.

1           B.       CONTRACTOR(S) shall comply with requirements of policies and procedures or  
2 ensuring access and appropriate use of trained interpreters and material translation services for all  
3 limited and/or no English proficient individuals, including, but not limited to, assessing the cultural and  
4 linguistic needs of the individuals, training of staff on the policies and procedures, and monitoring its  
5 language assistance program. CONTRACTOR's policies and procedures shall ensure compliance of  
6 any subcontracted providers with these requirements.

7           C.       CONTRACTOR(S) shall notify its individuals that oral interpretation is available  
8 for any language and written translation is available in prevalent languages and that auxiliary aids and  
9 services are available upon request, at no cost and in a timely manner for limited and/or no English  
10 proficient individuals and/or individuals with disabilities. CONTRACTOR(S) shall avoid relying on an  
11 adult or minor child accompanying the individual to interpret or facilitate communication; however, if  
12 the individual refuses language assistance services, the CONTRACTOR(S) must document the offer,  
13 refusal and justification in the individual's file.

14           D.       CONTRACTOR(S) shall ensure that employees, agents, subcontractors, and/or  
15 partners who interpret or translate for a individual or who directly communicate with a individual in a  
16 language other than English (1) have completed annual training provided by COUNTY at no cost to  
17 CONTRACTOR(S); (2) have demonstrated proficiency in the beneficiary's language; (3) can effectively  
18 communicate any specialized terms and concepts specific to CONTRACTOR(S)'s services; and (4)  
19 adheres to generally accepted interpreter ethic principles. As requested by COUNTY,  
20 CONTRACTOR(S) shall identify all who interpret for or provide direct communication to any program  
21 individual in a language other than English, and identify when the CONTRACTOR(S) last monitored  
22 the interpreter for language competence.

23           E.       CONTRACTOR(S) shall submit to COUNTY for approval, within ninety (90)  
24 days from date of contract execution, CONTRACTOR's plan to address all fifteen (15) National  
25 Standards for Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of  
26 Minority Health and as set forth in Exhibit H "National Standards on Culturally and Linguistically  
27 Appropriate Services", attached hereto and incorporated herein by reference and made part of this  
28 Agreement. As the CLAS standards are updated, CONTRACTOR's plan must be updated

1 accordingly. As requested by COUNTY, CONTRACTOR(S) shall be responsible for conducting an  
2 annual CLAS self-assessment, and providing the results of the self-assessment to the COUNTY. The  
3 annual CLAS self-assessment instruments shall be reviewed by the COUNTY and revised as  
4 necessary to meet the approval of the COUNTY.

5 F. Cultural competency training for CONTRACTOR(S) staff should be  
6 substantively integrated into health professions education and training at all levels, both academically  
7 and functionally, including core curriculum, professional licensure, and continuing professional  
8 development programs. As requested by COUNTY, CONTRACTOR(S) shall report on the completion  
9 of cultural competency trainings to ensure direct service providers are completing a minimum of eight  
10 (8) hours of cultural competency training annually.

11 G. CONTRACTOR(S) shall create and sustain a forum that includes staff at all  
12 agency levels to discuss cultural competence. COUNTY encourages a representative from  
13 CONTRACTOR's forum to attend COUNTY's Cultural Humility Committee.

14 **28. AMERICANS WITH DISABILITIES ACT**

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

23 **29. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

24 To the extent necessary to prevent disallowance of reimbursement under section  
25 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four  
26 (4) years after the furnishing of services under this Agreement, CONTRACTOR(S) shall make  
27 available, upon written request to the Secretary of the United States Department of Health and Human  
28 Services, or upon request to the Comptroller General of the United States General Accounting Office,

1 or any of their duly authorized representatives, a copy of this Agreement and such books, documents,  
2 and records as are necessary to certify the nature and extent of the costs of these services provided  
3 by CONTRACTOR(S) under this Agreement. CONTRACTOR(S) further agrees that in the event  
4 CONTRACTOR(S) carries out any of its duties under this Agreement through a subcontract, with a  
5 value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month  
6 period, with a related organization, such Agreement shall contain a clause to the effect that until the  
7 expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the  
8 related organizations shall make available, upon written request to the Secretary of the United States  
9 Department of Health and Human Services, or upon request to the Comptroller General of the United  
10 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
11 subcontract and such books, documents, and records of such organization as are necessary to verify  
12 the nature and extent of such costs.

13 **30. SINGLE AUDIT CLAUSE**

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

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

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

20           **31.     COMPLIANCE**

21           CONTRACTOR(S) agrees to comply with COUNTY's Contractor Code of  
22 Conduct and Ethics and the COUNTY's Compliance Program in accordance with Exhibit I. Within thirty  
23 (30) days of entering into this Agreement with COUNTY, CONTRACTOR(S) shall have all of  
24 CONTRACTOR(S)' employees, agents, and subcontractors providing services under this Agreement  
25 certify in writing, that he or she has received, read, understood, and shall abide by the Contractor  
26 Code of Conduct and Ethics. CONTRACTOR(S) shall ensure that within thirty (30) days of hire, all  
27 new employees, agents, and subcontractors providing services under this Agreement shall certify in  
28 writing that he or she has received, read, understood, and shall abide by the Contractor Code of



1 Conduct and Ethics. CONTRACTOR(S) understands that the promotion of and adherence to the  
2 Contractor Code of Conduct is an element in evaluating the performance of CONTRACTOR(S) and its  
3 employees, agents and subcontractors.

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

15           **32.   ASSURANCES**

16           In entering into this Agreement, CONTRACTOR(S) certifies that neither they, nor  
17 any of their officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate  
18 in the Federal Health Care Programs; that neither they, nor any of their officers, have been convicted  
19 of a criminal offense related to the provision of health care items or services; nor have they, nor any of  
20 their officers, been reinstated to participate in the Federal Health Care Programs after a period of  
21 exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a  
22 contract, that CONTRACTOR(S) is ineligible on these grounds, COUNTY will remove  
23 CONTRACTOR(S) from responsibility for, or involvement with, COUNTY's business operations related  
24 to the Federal Health Care Programs and shall remove such CONTRACTOR(S) from any position in  
25 which CONTRACTOR(S) compensation, or the items or services rendered, ordered or prescribed by  
26 CONTRACTOR(S) may be paid in whole or part, directly or indirectly, by Federal Health Care  
27 Programs or otherwise with Federal Funds at least until such time as CONTRACTOR(S) is reinstated  
28 into participation in the Federal Health Care Programs.

1           A.     If COUNTY has notice that either CONTRACTOR(S), or its officers, have been  
2 charged with a criminal offense related to any Federal Health Care Program or are proposed for  
3 exclusion during the term of any contract, CONTRACTOR and COUNTY shall take all appropriate  
4 actions to ensure the accuracy of any claims submitted to any Federal Health Care Program. At its  
5 discretion, given such circumstances, COUNTY may request that CONTRACTOR(S) cease providing  
6 services until resolution of the charges or the proposed exclusion.

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

14                 1)     In the event the potential employee or subcontractor informs  
15 CONTRACTOR(S) that he or she is excluded, suspended, debarred, or otherwise ineligible, or has  
16 been convicted of a criminal offense relating to the provision of health care services, and  
17 CONTRACTOR(S) hires or engages such potential employee or subcontractor, CONTRACTOR(S) will  
18 ensure that said employee or subcontractor does no work, either directly or indirectly relating to  
19 services provided to COUNTY.

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

26           C.     CONTRACTOR(S) shall verify (by asking the applicable employees and  
27 subcontractors) that all current employees and existing subcontractors who, in each case, are  
28

1 expected to perform professional services under this Agreement (1) are not currently excluded,  
2 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)  
3 have not been convicted of a criminal offense related to the provision of health care items or services;  
4 and (3) have not been reinstated to participate in the Federal Health Care Program after a period of  
5 exclusion, suspension, debarment, or ineligibility. In the event any existing employee or  
6 subcontractor informs CONTRACTOR(S) that he or she is excluded, suspended, debarred, or  
7 otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a  
8 criminal offense relating to the provision of health care services, CONTRACTOR(S) will ensure that  
9 said employee or subcontractor does no work, either direct or indirect, relating to services provided to  
10 COUNTY.

11                   1) CONTRACTOR(S) agrees to notify COUNTY immediately during the term  
12 of this Agreement whenever CONTRACTOR(S) learns that an employee or subcontractor who, in  
13 each case, is providing professional services under this Agreement is excluded, suspended, debarred,  
14 or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal  
15 offense relating to the provision of health care services.

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

22                   D. CONTRACTOR(S) agrees to cooperate fully with any reasonable requests for  
23 information from COUNTY which may be necessary to complete any internal or external audits relating  
24 to CONTRACTOR(S) compliance with the provisions of this Section.

25                   E. CONTRACTOR(S) agrees to reimburse COUNTY for the entire cost of any  
26 penalty imposed upon COUNTY by the Federal Government as a result of CONTRACTOR(S) violation  
27 of CONTRACTOR's obligations as described in this Section.

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

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

4 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
5 the following information must be disclosed by CONTRACTOR(S) by completing Exhibit J, "Disclosure  
6 of Ownership and Control Interest Statement", attached hereto and by this reference incorporated  
7 herein and made part of this Agreement. CONTRACTOR(S) shall submit this form to the COUNTY's  
8 DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR(S)  
9 shall report any changes to this information within thirty-five (35) days of occurrence by completing  
10 Exhibit J. Submissions shall be scanned pdf copies and are to be sent via email to COUNTY's  
11 assigned Staff Analyst with the DBH Contracts Division.

12 **34 DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

13 CONTRACTOR(S) is required to disclose if any of the following conditions apply to  
14 them, their owners, officers, corporate managers, and partners (hereinafter collectively referred to in  
15 this Section as "CONTRACTOR(S)"):

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

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

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

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

23 or

24 4) False statements or receipt of stolen property.

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

27 Disclosure of the above information will not automatically eliminate CONTRACTOR(S) from  
28 further business consideration. The information will be considered as part of the determination of

1 whether to continue and/or renew this Agreement and any additional information or explanation that  
2 CONTRACTOR(S) elects to submit with the disclosed information will be considered. If it is later  
3 determined that CONTRACTOR(S) failed to disclose required information, any contract awarded to  
4 such CONTRACTOR(S) may be immediately voided and terminated for material failure to comply with  
5 the terms and conditions of the award.

6 CONTRACTOR(S) must sign a "Certification Regarding Debarment, Suspension, and  
7 Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit K,  
8 attached hereto and by this reference incorporated herein and made part of this Agreement.  
9 Additionally, CONTRACTOR(S) must immediately advise COUNTY's DBH in writing if, during the term  
10 of this Agreement: (1) CONTRACTOR(S) becomes suspended, debarred, excluded, or ineligible for  
11 participation in Federal or State funded programs or from receiving federal funds as listed in the  
12 excluded parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become  
13 applicable to CONTRACTOR(S). CONTRACTOR(S) shall indemnify, defend, and hold COUNTY  
14 harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility, or  
15 other matter listed in the signed Certification Regarding Debarment, Suspension, and Other  
16 Responsibility Matters.

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

18 This provision is only applicable if a CONTRACTOR(S) is operating as a corporation (a  
19 for-profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR(S) changes  
20 its status to operate as a corporation. Members of a CONTRACTORS Board of Directors shall disclose  
21 any self-dealing transactions that they are a party to while CONTRACTOR(S) is providing goods or  
22 performing services under this Agreement. A self-dealing transaction shall mean a transaction to  
23 which CONTRACTOR(S) is a party and in which one or more of its directors has a material financial  
24 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a  
25 party to by completing and signing a "Self-Dealing Transaction Disclosure Form", attached hereto as  
26 Exhibit L and incorporated herein by reference and made part of this Agreement, and submitting it to  
27 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

28 **36. PUBLICITY PROHIBITION**

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

9 **37. NOTICES**

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

12 COUNTY

13 Director, Fresno County  
14 Department of Behavioral Health  
15 3133 N. Millbrook Ave.  
16 Fresno, CA 93702

CONTRACTOR(S)

17 SEE EXHIBIT A

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

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

3 **38. GOVERNING LAW**

4 The parties agree that for the purposes of venue, performance under this Agreement is  
5 to be in Fresno County, California.

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

8 **39. ENTIRE AGREEMENT**

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

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

3  
4 CONTRACTOR(S):

5  
6 **SEE ATTACHED SIGNATURE PAGES**

**COUNTY OF FRESNO**

7  
8 

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

9  
10  
11  
12 **ATTEST:**

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

13  
14  
15  
16  
17 By:

  
Deputy

18  
19  
20  
21 **FOR ACCOUNTING USE ONLY:**

22  
23 Fund/Subclass: 0001/10000  
24 Organization: 56302175  
25 Account/Program: 7295




1 **CONTRACTOR:**

2 **ANNE SIPPI CLINIC TREATMENT GROUP**

3  
4 By: 

5 Print Name: Nick Damian

6 Title: Chief Operations Officer  
7 Chairman of the Board, or  
8 President, or any Vice-President or  
9 Director of Operations

10 By: 

11 Print Name: Michael D. Rossbey PhD

12 Title: Director  
13 Secretary (of Corporation), or any  
14 Assistant Secretary, or  
15 Chief Financial Officer, or any  
16 Assistant Treasurer/Facility Administrator

17 **Mailing Address:**

18 Anne Sippi Clinic Treatment Group  
19 18200 Hwy 178  
20 Bakersfield, CA 93306

21 Phone: (661) 871-9697 – Bakersfield  
22 (323) 227-5252 – Los Angeles

23 Email: [ndamian@annesippiclinic.com](mailto:ndamian@annesippiclinic.com)

24 Contact: Nick Damian, COO  
25  
26  
27  
28

1 **CONTRACTOR:**

2 **CRESTWOOD BEHAVIORIAL HEALTH, INC.**

3  
4 By: \_\_\_\_\_

5 Print Name: Derek Dobbins

6 Title: President + COO

7 Chairman of the Board, or  
8 President, or any Vice-President or  
9 Director of Operations

10 By: MS Stefanou

11 Print Name: Maria Stefanou

12 Title: Chief Financial Officer

13 Secretary (of Corporation), or any  
14 Assistant Secretary, or  
15 Chief Financial Officer, or any  
16 Assistant Treasurer/Facility Administrator

17 **Mailing Address:**

18 Crestwood Behavioral Health, Inc.  
19 520 Capitol Mall, Suite 800  
20 Sacramento, CA 95814

21 Phone: (916) 764-5310

22 Email: Elena.mashkevich@cbhi.net

23 Contact: Elena Mashkevich, Director of County  
24 Contracts  
25  
26  
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**MASTER AGREEMENT**  
**TRANSITIONAL SERVICES RESIDENTIAL PROGRAM**  
**LIST OF CONTRACTED FACILITIES**

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Crestwood Behavioral Health, Inc.  
Attn: Pamela Norris, Vice President of  
Operations  
520 Capitol Mall, Suite 800  
Sacramento, CA 95814

**Facilities:**

1. Crestwood Bakersfield Bridge Program    \$203 per night per person  
6600 Eucalyptus Drive  
Bakersfield, CA 93306  
(661) 363-0124
  
  2. Crestwood Fresno Bridge Program        \$203 per night per person  
153 N. "U" Street  
Fresno, CA 93701  
(661) 445-9094
-

**MASTER AGREEMENT**  
**TRANSITIONAL SERVICES RESIDENTIAL PROGRAM**  
**LIST OF CONTRACTED FACILITIES**

---

Anne Sippi Clinic Treatment Group  
Attn: Nick Damian, Chief Operations Officer  
18200 Hwy 178  
Bakersfield, CA 93306

**Facilities:**

- |   |                            |
|---|----------------------------|
| 1. Anne Sippi Clinic, Los Angeles<br>2457 Endicott St.<br>Los Angeles, CA 90032<br>(323) 227-5252 | \$149 per night per person |
| 2. Anne Sippi Clinic, Kern County<br>18200 Highway 178<br>Bakersfield, CA 93306<br>(661) 871-9697 | \$150 per night per person |
-

**TRANSITIONAL SOCIAL REHABILITATION PROGRAM  
SERVICES AND REQUIREMENTS  
SCOPE OF WORK**

**I. PROGRAM STANDARDS AND REQUIREMENTS**

**(A) To be certified as a Transitional Social Rehabilitation Program, a program shall provide:**

- (1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.

The program shall also assist the client in developing a personal community support system to substitute for the program's supportive environment, to minimize the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level of care within one (1) year; however, a length of stay not exceeding a maximum total of 18 months is permitted to ensure successful completion or the treatment plan and appropriate referral.

The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- (2) A minimum staffing ratio of at least one (1) full-time equivalent direct care staff for each 2.5 clients served.

Greater number of staff shall be present during times when there are greater numbers or clients in programmed activities.

Staff schedules shall be determined by the program based on the number of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided within the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

**II. SERVICE REQUIREMENTS**

**(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not be limited to:**

- (1) Individual and group counseling;
- (2) Crisis intervention;
- (3) Planned activities;

- (4) Counseling with available members of the client's family, when indicated in the client's treatment/rehabilitation plan;
  - (5) The development of community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;
  - (6) Pre-vocational or vocational counseling;
  - (7) Client advocacy, including assisting clients to develop their own advocacy skills;
  - (8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and
  - (9) Use of the residential environment to assist clients in the acquisition, testing, and /or refinement of community living and interpersonal skills.
- (B) In addition to the services in Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.

### **III. MEDICAL REQUIREMENTS**

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not be limited to:

- (A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;
- (B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.
  - (1) The screening for medical complications shall occur within 30 calendar days prior to or after admission.
  - (2) If a client refuses a screening for medical complications, the program shall document the refusal in the client case record.
- (C) Client education, provided by licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;
- (D) Entries in client case records indicating all prescribed and non- prescribed medications;
- (E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;
- (F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

- (G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

#### **IV. TREATMENT/REHABILITATION PLAN AND DOCUMENT REQUIREMENTS**

- (A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of the client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

- (B) There shall be a written assessment of each client on admission that includes at least:

- (1) Health and psychiatric histories;
- (2) Psychosocial skills;
- (3) Social support skills;
- (4) Current psychological, educational, vocational, and other functional limitations;
- (5) Medical needs, as reported; and,
- (6) Meal planning, shopping and budgeting skills.

A copy of each executed assessment shall be provided to the DBH's Placement Coordinator along with monthly invoicing.

- (C) Program staff and client shall work together to develop a written treatment rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:

- (1) Statement of specific rehabilitation plan at least every 30 days.
- (2) Description of specific services to address identified treatment needs
- (3) Documentation of reviews by staff and client of the treatment / rehabilitation plan at least every 30 days.
- (4) Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.

- (D) If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment/rehabilitation plan.

- (E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/rehabilitation plan that cannot be met by the facility, but can be met in the community.
- (F) There shall be a written discharge summary prepared by staff and client, which includes an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans. A copy of each discharge summary shall be provided to the DBH's Placement Coordinator along with monthly invoicing.
- (G) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training in the development and preparation of these documents.
  - 1. Training required to be provided by the facility shall include:
    - (a) A minimum of one hour of instruction on the development and preparation of the admission assessment.
    - (b) A minimum of one hour of instruction on the development and preparation of the treatment/rehabilitation plan.
    - (c) A minimum of one hour of instruction on the development and preparation of the discharge summary.
    - (d) Subject matter for all training provided for in this subsection shall include the expected content of documentation, methods used to prepare the document, timeframes for completion of documentation, and consultative sources to be utilized in preparing the document.
  - 2. Training provided for in this subsection shall consist of one or more of the following presentation methods:
    - (a) Formal classroom instruction;
    - (b) Oral presentation;
    - (c) Videotape, film or audiovisual presentation;
    - (d) Audio-tape presentation; or
    - (e) Performing the duties, on the job, under the direct supervision of the instructor.
- (H) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.
- (I) The program shall have written policies and procedures for orienting new clients to the facility programs.
- (J) The range of services provided shall be discussed prior to admission with the prospective client or an authorized representative so that the program's services are clearly understood.



## **V. CLIENT INVOLVEMENT REQUIREMENTS**

- (A) Each client shall be involved in the development and implementation of his/her treatment/rehabilitation plan.
- (B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning.
- (C) Clients shall be encouraged to participate in program evaluations and reviews.

## **VI. PHYSICAL ENVIRONMENT REQUIREMENTS**

- (A) The program shall meet the facility requirements of Section 5453 (a) of the Welfare and Institutions (W&I) Code.
- (B) Program location shall allow for access by clients to community resources and public transportation.

## **VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS**

- (A) The program shall meet the staffing requirements of Section 5453 (b) of the Welfare and Institutions Code.
- (B) The program shall document the use of multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of the clients.
- (C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.
- (D) All social rehabilitation facilities shall have a program director.  
The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.
- (E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:
  - (1) A Bachelor's Degree in Psychology, Social Work or any other major which includes at least 24 semester units in one or more of the following subjects areas:
    - (a) Psychology
    - (b) Social Work
    - (c) Sociology
    - (d) Behavioral Sciences
    - (e) Psychiatric Nursing; and

- (2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.  
Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.
  - (3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.
- (F) All direct care staff shall have graduated from high school or possess a GED and have a minimum of one (1) year of full-time experience, or its part-time equivalent, working in a program serving people with mental disabilities, Such experience must be in the direct provision of services to clients.  
If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.  
The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.
- (G) The program director must provide and document a specific plan of supervision and at least 20 hours of in-service training per year for the employee to ensure the ongoing qualifications of the individual to perform the job.

## **VIII. ADMINISTRATIVE POLICIES AND PROCEDURES**

- (A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:
  - (1) Have written policies defining the purpose, goals, and services of the organization.
  - (2) Establish and maintain financial records in accordance with generally accepted accounting principles and an annual budget.
- (B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.
- (C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

- (D) The agency or program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

## **IX. OTHER REQUIREMENTS**

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be in addition to the requirements as indicated above.

### **A. STAFFING REQUIREMENTS**

- (1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.
- (2) Facilities must have nursing staff.
- (3). Facilities must inform Department of Behavioral Health within 24 hours of any staff changes that may affect this contract.
- (4). Facility will have adequate number of staff to monitor clients during the sleeping hours.
- (5). The content of group or individual sessions shall be within the scope of practice of the individual providing that service.
- (6). Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.
- (7). Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.
- (8). Transitional facilities shall limit the admission of clients to adults only (ages 18-59).

### **B. ADMINISTRATIVE REQUIREMENTS**

- (1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health and these records shall be made available to the Department of Behavioral Health to the extent possible.
- (2) Facilities shall have capabilities to transmit documents to and from Department of Behavioral Health.
- (3) Confidentiality of client's records shall be maintained at all times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

### **C. ADMINISTRATIVE COMPLIANCE**

- (1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

- (2) The Facility Treatment Plan shall be developed and implemented within five (5) days after the Needs and Appraisal is updated.
- (3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.
- (4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.
- (5) The facility shall maintain record of the training provided to clients including attendance of off-site day programs.
- (6) Training activities as outlined for clients shall be time limited and measurable.
- (7) Training for clients shall be developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.
- (8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.
- (9) Monthly notes shall be made available to DBH staff for review in a reciprocal manner between DBH and the contracted facility.

#### **D. SPECIFIC SERVICES**

- (1) Training in hygiene and grooming may include hands-on assistance when needed.
- (2) In cases of incontinence, clients shall be physically assisted if needed.
- (3) Training in budgeting shall include clients keeping and maintaining records of transactions.
- (4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.
- (5) Clients shall be encouraged to learn independent living skills with personal assistance when warranted.
- (6) Facilities shall provide special diets as prescribed by the treating physician.
- (7) Clients shall be trained to access support systems in the community.
- (8) Facilities shall develop and implement plans for community re-integration.
- (9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.
- (10) Efforts shall be made to normalize the client's living arrangements at all times.
- (11) Training shall be provided to clients to use transportation systems.
- (12) Training in medication shall be provided to clients by licensed staff.
- (13) Individual sessions shall be implemented to counsel clients to attain general insight into their mental illness by licensed staff.

## **ADDITIONAL REQUIREMENTS**

The Contractor for the Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

### **I. TRANSITIONAL PROGRAM**

To be certified as a Transitional Social Rehabilitation Program, a facility shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute stage of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18 months.

Additional staff shall be on duty during program hours to provide specialized services and structured evening services. When there is only one (1) staff on the premises, there needs to be staff on call who can report for duty within 60 minutes after being contacted if needed. The staffing ratio is one (1) full time staff to 2.5 clients. The Transitional program is designed for clients who are discharged from or are being admitted to State Mental Hospitals, IMDs or locked MHRCs.

### **II. ADMISSION CRITERIA**

Transitional Social Rehabilitation Program is an intense, high expectation program designed to assist a person to develop self-help skills that will enable them to function independently in the community. The following is the admission criteria:

1. All clients must have received treatment or evaluation prior to admission and have a current open mental health chart with the Fresno County, Department of Behavioral Health.
2. All clients will have a primary diagnosis of mental disability. (The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence).
3. Clients must be Fresno County residents.
4. Clients must be between the ages of 18 and 59.
5. Clients must be recovered from acute psychiatric symptoms, such as being injurious to self or others, and/or destructive to property.
6. Clients must be in need of residential treatment services to assist them gain the ability to function in a less restrictive living situation.

7. Clients who are waiting placement in a more structured, supportive, stable safe group living environment in order to transition back into the community.

### **III. LICENSING AGENCIES**

1. STATE DEPARTMENT OF SOCIAL SERVICES
2. STATE DEPARTMENT OF HEALTH CARE SERVICES

### **IV. LICENSING REGULATIONS**

1. TITLE 22, California Code of Regulations
2. Health and Safety Code Section 1500-1519
3. Section 1500. This chapter shall be known and may be cited as the California Community Care Facilities Act.
4. Welfare and Institutions Code

### **V. REPORTS**

The selected vendor(s) will be required to submit periodic reports as required by the State or the County.

### **VI. CULTURAL AND LINGUISTIC ACCESS TO SERVICES**

Contractor will abide by regulations governed by Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C.

Section 2000 et. seq. States: "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Contractor will have interpreter services available to any person seeking information or receiving services in the Contractor's facilities who is limited-English proficient (LEP) or non-English speaking.

### **VII. METHODS**

The client centered therapeutic services are closely supervised and highly structured individual and group goal-directed techniques that focus on symptom reduction. Interventions may include any number of the following: Anger management, assertiveness training, improving communication skills, community linkage, community meeting, conflict resolution, family counseling, 5150 evaluation, goal setting, grooming and hygiene, group therapy, health and nutrition, individual counseling, leisure time management, medication education, medical intervention, men's group, money management, placement planning, problem solving, psychiatric services, psycho-education, social skills training, stress management, developing support networks, values clarification, and women's group.

## VIII. GOALS

The clients seek a higher level of adaptive functioning, social integration, and an active role in their treatment regimen while participating in the program. The goal is to reduce the need for future psychiatric hospitalizations and to reintegrate back into the community at the client's highest level of independence.

## IX. MEDI-CAL

Clients are not required to have Medi-Cal or any other form of health insurance as a prerequisite to receiving services at contracted facility. However, clients must have the County Uniform Method of Determining Ability to Pay (UMDAP) eligibility verified prior to admission.

## X. OUTCOME MEASURES

### A. Program Objectives:

1. To provide presentations and educational groups for residents addressing topics related to socialization, budgeting, medication compliance, hygiene, finances and basic living skills on a weekly basis.
2. Ensure that program management staff participates in education and training activities to strive for the best practice model of services.
3. Assist with personal care and other times required to successfully live in the community.
4. Assist with the development of a client's community living skills.
5. Provide transportation services to clients as needed to obtain services identified in their services plan.

### B. Performance Outcomes, Indicators and Targets:

1. Outcome: It is expected that clients will maintain housing without having to be hospitalized or returned to an IMD facility within 90 days of enrollment.  
Target: At least 80% of clients placed will not need to be hospitalized or returned to an IMD facility within 90 days of enrollment.
2. Outcome: It is expected that client's inpatient psychiatric hospitalization rate and IMD bed days will be reduced:  
Indicator: Reduction in the aggregate number of inpatient psychiatric hospitalization days and IMD bed days since enrollment compared with twelve months prior to enrollment in the program.  
Target: 70% reduction.

An annual report regarding the performance outcomes, indicators and targets shall be provided to the DBH in accordance with paragraph 22 of this Agreement.

**C. Requirements:**

1. Maintain a record on each resident to include admission assessment, diagnosis and personal services plan, monthly review, progress notes and discharge summary
2. Report all incidents to County liaison representative immediately
3. Written incident reports will be done in cases when clients engage in illegal activity, self-injury or property destruction or violence towards others. Said incident reports shall be communicated to the DBH's Placement Coordinator in a format that is mutually agreed upon. Incident reports shall be provided to the DBH's Placement Coordinator monthly along with invoicing
4. Complete daily census records will be maintained and sent to the liaison representative monthly.
5. Prepare such reports in accordance of this Agreement and other reports as may be required to fulfill the terms of the Agreement. These may include but are not limited to:
  - (a) Quarterly reports of accomplishments of objectives
  - (b) Demographic profiles as requested
  - (c) Other reports as requested



# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

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

### **DBH GOALS:**

Quadruple Aim

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

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

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

#### 1. Principle One - Timely Access & Integrated Services

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

### 4. Principle Four - Inclusive of Natural Supports

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

### 8. Principle Eight - Co-occurring Capable

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

## **Fresno County Mental Health Plan**

### **Grievances**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:
- DBH Division Manager
- Copy to DBH Housing Coordinator or designee

## INCIDENT REPORT WORKSHEET

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

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

**1. Background information of the incident:**

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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**Outcome severity:** *Nonexistent* \_\_\_\_\_ *inconsequential* \_\_\_\_\_ *consequential* \_\_\_\_\_ *death* \_\_\_\_\_ *not applicable* \_\_\_\_\_  
*unknown* \_\_\_\_\_

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



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

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

\_\_\_\_\_

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

Supervisor Signature \_\_\_\_\_ Date

\_\_\_\_\_



**Department of Behavioral Health**  
**Dawan Utecht, Mental Health Director/Public Guardian**

*Providing Quality Mental Health and Substance Abuse Services for the People of Fresno County*

**Information Notice**

Date: May 29, 2018  
To: Fresno County Mental Health Plan and Substance Use Services Contracted Providers  
Subject: New Policy and Procedure Guide Regarding Incident Reporting and Intensive Analysis PPG 1.2.4.

**Effective June 1<sup>st</sup>, 2018, all contracted providers working within the Fresno County Mental Health Plan and Substance Use Disorder Services Providers will need to follow the new instructions for reporting incidents.**

An “Incident” is any event that compromises the health and safety of clients, employees, or community members. Any employee having knowledge of an incident will need to follow the appropriate reporting process. Incident reports help to increase safety in the provision of behavioral health care and substance use disorder services as well as recommend possible system, policy and/or protocol changes.

**The list below includes types of incidents to report:**

- All client deaths (natural causes or unexplained/unknown reasons)
- Attempted suicide (resulting in serious injury)
- Homicide or attempts at homicide
- Injury connected to services or at a service site (self-inflicted or by accident)  
Example- a client trips and falls but doesn't require medical attention
- Medical Emergency connected to services or at a service site  
Example: Client has a seizure/heart attack during appointment
- Other (i.e. Clients escaping from a locked facility, medication erroneously given during appointment or mistakenly prescribed)
- Violence, Abuse or Assault connected to services or at a service site (toward client, others or property; resulting in serious injury)  
Example: Client hits a staff member/another client, sets fire to a trash can in the building

**Reporting Process**

- 1.) The encrypted report shall be completed and signed by the employee involved in or first aware of an incident.
- 2.) Reviewed and signed by a supervisor and/or Program Director and sent encrypted to the designated Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us)
- 3.) **\*\*\*MHRC's and PHF's** must ALSO send the encrypted 24-Hour Unusual

Occurrence Report (UOR) to the designated reporting contact at DHCS, your Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **24 hours** of an incident or first knowledge of an incident.

**Steps 1, 2 and 3** must be completed within **24 hours** of an incident or first knowledge of an incident.

All reported incidents are reviewed by the DBH Intensive Analysis Committee (IAC). If further information is needed, your analyst will contact you as soon as possible. If a reported incident is determined to be an Unusual Occurrence (*which the Department of Health Care Services defines as: any event which jeopardizes the health and/or safety of clients, staff, and/or members of the community including but not limited to physical injury and death*), Contracted Providers not licensed directly by the state, may elect to submit their own Unusual Occurrence Report (UOR) in lieu of a DBH Manager or Intensive Analysis Committee member. UOR's shall be emailed encrypted to the DHCS designated reporting contact (per DHCS instructions), your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **five (5)** calendar days of an incident or first knowledge of an incident.

UOR's sent to DHCS may be subject to further investigation and/or information requested by DHCS, such as: Site Reviews and Plan(s) of Correction. A courtesy copy of correspondence between contracted providers and DHCS regarding UOR's shall also be sent to your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) for informational purposes. DBH may also conduct site visits, request contracted providers attest that an Intensive Analysis or similar (incident review, root cause analysis) has occurred, and/or may request additional analysis or information when necessary.

**If you are not sure if something is considered a reportable incident, need clarification on the reporting process and/or need a copy of the reporting form(s), contact your Contract Staff Analyst for assistance.**

## Fresno County Department of Behavioral Health-Incident Report

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

### Client Information

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

### Incident (check all that apply)

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

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

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

### Action Taken (check all that apply)

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

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

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

Form Completed by: \_\_\_\_\_  
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: \_\_\_\_\_  
Printed Name Signature Date

### For Internal Use only:

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

## Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
  - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
  - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
  - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.
  - D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

- E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
  - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
  - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Mental Health's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Mental Health's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three 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.

## MENTAL HEALTH STATE REQUIREMENTS EXHIBIT

### 1. CONTROL REQUIREMENTS

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

### 2. PROFESSIONAL LICENSURE

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

### 3. CONFIDENTIALITY

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

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth Paragraph One (1) of the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

#### B. Employment Opportunity

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

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

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

5. **PATIENTS' RIGHTS**

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



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

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

### Principal Standard:

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

### Governance, Leadership, and Workforce:

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

### Communication and Language Assistance:

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

### Engagement, Continuous Improvement, and Accountability:

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

## The Case for the Enhanced National CLAS Standards

*Of all the forms of inequality, injustice in health care is the most shocking and inhumane.*  
— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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

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

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

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

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

accurately describe the services provided.

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

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**For Individual Providers**

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

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

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

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**For Group or Organizational Providers**

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

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

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

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

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

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

## 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

IV. A. Has there been a change in ownership or control within the last year? .....  YES  NO  
If yes, give date. \_\_\_\_\_

B. Do you anticipate any change of ownership or control within the year?.....  YES  NO  
If yes, when? \_\_\_\_\_

C. Do you anticipate filing for bankruptcy within the year?.....  YES  NO  
If yes, when? \_\_\_\_\_

V. Is the facility operated by a management company or leased in whole or part by another organization?.....  YES  NO  
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?.....  YES  NO

VII. A. Is this facility chain affiliated? .....  YES  NO  
(If yes, list name, address of corporation, and EIN.)

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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



**CERTIFICATION**

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

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

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

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

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

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

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

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

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

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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