

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **KINGS VIEW BEHAVIORAL HEALTH**, a non-profit corporation, whose business address is 7170 North Financial Drive, Suite 110, Fresno, California, 93720, hereinafter referred to as "**CONTRACTOR**," collectively, "the parties."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate Mental Health Crisis Intervention Services within the Fresno Metropolitan (Metro) area as specified in this Agreement, to help reduce stigma and discrimination against mental illness and provide mental health crisis intervention services in a working partnership with Fresno metro first responders; and

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

WHEREAS, CONTRACTOR is qualified and willing to provide said services pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "Scope of Work", attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 18-059 dated July 3, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 18-059 dated July 30, 2018, herein collectively referred to as COUNTY's Revised RFP, and CONTRACTOR's Response to said Revised RFP dated August 8, 2018, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in

the following order of priority: 1) to this Agreement, including all Exhibits but excluding Revised RFP No. 18-059 and the Response to the Revised RFP No. 18-059, 2) to Revised RFP No. 18-059, 3) to the Response to the Revised RFP No. 18-059. A copy of COUNTY's Revised RFP No. 18-059 and CONTRACTOR's response thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH MHSA Administration.

E. It is acknowledged by all parties hereto that COUNTY's DBH's Mental Health Services Act (MHSA) Administrative unit shall monitor said MHSA Fresno Metro Mental Health Crisis Intervention Services in accordance with Section Fourteen (14) of this Agreement.

F. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DBH's MHSA Administrative unit to discuss the MHSA Fresno Metro Mental Health Crisis Intervention program, requirements, data reporting, training, policies and procedures, overall program operations, outcomes, and any problems or foreseeable problems that may arise.

G. It is acknowledged that upon execution of this Agreement, CONTRACTOR's service site is to be determined. Any changes to the CONTRACTOR's location of the service site may be made only upon ninety (90) days advanced written notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH Director, or designee.

H. CONTRACTOR shall maintain requirements as an organizational provider throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement and within Exhibit B, "Medi-Cal Organizational Provider Standards", attached hereto and incorporated herein by reference and made part of this Agreement. If for any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

I. CONTRACTOR agrees that prior to providing services under the terms and conditions of this Agreement, CONTRACTOR shall have appropriate staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

J. CONTRACTOR shall provide all behavioral health services, programs, and practices with the vision, mission, and guiding principles of COUNTY's DBH as further described in

Exhibit C, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery," attached hereto and incorporated herein by reference.

K. CONTRACTOR may maintain its records in COUNTY's Electronic Health Record (EHR) system (Avatar) in accordance with Exhibit F, "Documentation Standards for Client Records," attached hereto and incorporated herein by reference and made part of this Agreement. The client record shall begin with registration and intake and include client authorizations, assessments, plans of care, and progress notes, as well as other documents as approved by the COUNTY's DBH. COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. If CONTRACTOR determines to maintain its records in COUNTY's EHR system, it shall provide COUNTY's DBH Director, or designee, with a 30-day notice. If at any time CONTRACTOR chooses not to maintain its records in COUNTY's EHR system, it shall provide COUNTY'S DBH Director, or designee, with a 30-day notice and CONTRACTOR will be responsible for obtaining its own system, at its own cost, for Electronic Health Records management. Disclaimer - COUNTY makes no warranty or representation that information entered into the COUNTY's EHR system by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for client information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in conformance with all HIPAA laws, as stated in Section Nineteen (19), "Health Insurance Portability and Accountability Act".

L. It is mutually agreed by all parties to this Agreement, that the program funded under this Agreement shall be identified and subsequently named/branded through the review and approval of the Director, COUNTY DBH or designee. All print or media materials, including program branding and program references shall be reviewed and approved by the Director, Department of Behavioral Health or designee. The program funded under this Agreement shall be identified as a County of Fresno, Department of Behavioral Health funded program, and operated by the

CONTRACTOR under the terms and conditions of this Agreement.

2. TERM

This Agreement shall become effective upon execution and shall terminate on the 30th day of June, 2021.

This Agreement may be extended for two (2) additional twelve (12) month periods upon the written approval of both parties not later than sixty (60) days prior to the close of the then current Agreement term. The COUNTY's DBH Director, or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

B. Breach of Contract - COUNTY may immediately suspend or terminate this 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.

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. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

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

4 **4. COMPENSATION**

5 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
6 compensation in accordance with the budgets set forth in Exhibit D, attached hereto and by this
7 reference incorporated herein and made part of this Agreement.

8 A. Maximum Contract Amount

9 The maximum amount payable to CONTRACTOR for the period of effective upon
10 execution through June 30, 2019 shall not exceed One Million, Three Hundred Seventy-Nine
11 Thousand, Six-Hundred Ninety-Four and No/100 Dollars (\$1,379,694.00).

12 The maximum amount payable to CONTRACTOR for the period of July 1, 2019
13 through June 30, 2020 shall not exceed Two Million, Three Hundred Fifty-Nine Thousand, Six
14 Hundred Nine and No/100 Dollars (\$2,359,609.00).

15 The maximum amount payable to CONTRACTOR for the period of July 1, 2020
16 through June 30, 2021 shall not exceed Two Million, Four Hundred Twenty-Five Thousand, Eight
17 Hundred Twenty-Six and No/100 Dollars (\$2,425,826.00).

18 If this Agreement is extended for an additional twelve (12) month renewal period
19 beginning July 1, 2021 through June 30, 2022, the maximum amount payable to CONTRACTOR for
20 said period shall not exceed Two Million, Four Hundred Ninety-Three Thousand, Eight Hundred
21 Ninety-Seven and No/100 Dollars (\$2,493,897.00).

22 If this Agreement is extended for an additional twelve (12) month renewal period
23 beginning July 1, 2022 through June 30, 2023, the maximum amount payable to CONTRACTOR for
24 said period shall not exceed Two Million, Five Hundred Sixty-Four Thousand, Two Hundred Eighty and
25 No/100 Dollars (\$2,564,280.00).

26 In no event shall the total maximum compensation amount under this Agreement
27 for the period beginning effective upon execution through June 30, 2021 exceed Six Million, One
28 Hundred Sixty-Five Thousand, One Hundred Twenty-Nine and No/100 Dollars (\$6,165,129.00) for all

1 CONTRACTOR(S) combined.

2 If performance standards are met and this Agreement is extended for an
3 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total
4 maximum compensation amount under this Agreement beginning effective upon execution through
5 June 30, 2022 exceed Eight Million, Six Hundred Fifty-Nine Thousand, Twenty-Six and No/100 Dollars
6 (\$8,659,026.00) for all CONTRACTOR(S) combined.

7 If performance standards are met and this Agreement is extended for an
8 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the total
9 maximum compensation amount under this Agreement beginning effective upon execution through
10 June 30, 2023 exceed Eleven Million, Two Hundred Twenty-Three Thousand, Three Hundred Six and
11 No/100 Dollars (\$11,223,306.00) for all CONTRACTOR(S) combined.

12 Payment shall be made upon certification or other proof satisfactory to
13 COUNTY's DBH that services have actually been performed by CONTRACTOR as specified in this
14 Agreement.

15 B. If CONTRACTOR fails to generate the Medi-Cal revenue and/or client fee
16 reimbursement amounts set forth in Exhibit D, the COUNTY shall not be obligated to pay the
17 difference between these estimated amounts and the actual amounts generated.

18 It is further understood by COUNTY and CONTRACTOR that any Medi-Cal
19 revenue and/or client fee reimbursements above the amounts stated herein will be used to directly
20 offset the COUNTY's contribution of COUNTY funds identified in Exhibit D. The offset of funds will
21 also be clearly identified in monthly invoices received from CONTRACTOR as further described in
22 Section Five (5) of this Agreement.

23 Travel shall be reimbursed based on actual expenditures and mileage
24 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal
25 Revenue Services (IRS) published rate for the then current year.

26 C. It is understood that all expenses incidental to CONTRACTOR's performance of
27 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
28 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further

1 compensation.

2 D. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services
3 provided during the preceding month, within forty-five (45) days after the date of receipt and approval
4 by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be
5 made after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly
6 program costs, as identified in Exhibit D, in the performance of this Agreement and shall be
7 documented to COUNTY on a monthly basis by the tenth (10th) of the month following the month of
8 said expenditures. The parties acknowledge that the CONTRACTOR will be performing hiring,
9 training, and credentialing of staff, and the COUNTY will be performing additional staff credentialing to
10 ensure compliance with State and Federal regulations.

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

14 All final invoices shall be submitted by CONTRACTOR within sixty (60) days
15 following the final month of service for which payment is claimed. No action shall be taken by
16 COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any compensation which
17 is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
18 automatically revert to COUNTY.

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

25 G. CONTRACTOR shall be held financially liable for any and all future
26 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
27 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election,
28 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall

be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients. Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process and/or COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the right to be present during each phase of any State audit process and/or COUNTY utilization review and shall be provided all documentation related to each phase of any State audit process and/or COUNTY utilization review. Additionally, prior to any disallowances/audit exceptions becoming final, CONTRACTOR shall be given at least ten (10) business days to respond to such proposed disallowances/audit exceptions.

H. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall be remitted to COUNTY within sixty (60) days of receipt and verification of inappropriate expenditures by COUNTY's DBH Director, or designee.

I. Any compensation which is not consumed by expenditures of CONTRACTOR by the expiration or termination of this Agreement shall automatically revert to COUNTY.

5. INVOICING

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for the prior month's actual services rendered to DBH-Invoices@FresnoCountyCA.gov. After CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.

B. If CONTRACTOR chooses to utilize the COUNTY's electronic health record system (currently AVATAR, the preferred EHR system by DBH) method as their own full electronic health records system, COUNTY's DBH shall invoice CONTRACTOR in arrears by the fifth (5th) day of each month for the prior month's hosting fee for access to the COUNTY's electronic information system in accordance with

1 the fee schedule as set forth in Exhibit D-2, "Electronic Health Records Software Charges" attached hereto
2 and incorporated herein by this reference and made part of this Agreement. COUNTY shall invoice
3 CONTRACTOR annually for the annual maintenance and licensing fee for access to the COUNTY's
4 electronic information system in accordance with the fee schedule as set forth in Exhibit D. COUNTY shall
5 invoice CONTRACTOR annually for the Reaching Recovery fee, as applicable, for access to the
6 COUNTY's electronic information system in accordance with the fee schedule as set forth in Exhibit D.
7 CONTRACTOR shall provide payment for these expenditures to COUNTY's Fresno County Department of
8 Behavioral Health, Accounts Receivable, P.O. Box 712, Fresno, CA 93717-0712, Attention: Business
9 Office, within forty-five (45) days after the date of receipt by CONTRACTOR of the invoicing provided by
10 COUNTY.

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

22 D. Monthly invoices shall include a client roster, identifying volume reported by payer
23 group clients served (including third party payer of services) by month and year-to-date, including
24 percentages.

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

1 F. CONTRACTOR will remit annually within ninety (90) days from June 30, a schedule
2 to provide the required information on published charges for all authorized direct specialty mental health
3 services. The published charge listing will serve as a source document to determine the CONTRACTOR's
4 usual and customary charge prevalent in the public mental health sector that is used to bill the general
5 public, insurers or other non-Medi-Cal third party payers during the course of business operations.

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

10 H. CONTRACTOR must maintain financial records for a period of ten (10) years or
11 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for
12 any disallowances related to inadequate documentation.

13 I. CONTRACTOR is responsible for collection and managing of data in a manner to
14 be determined by DHCS and the COUNTY's Mental Health Plan in accordance with applicable rules and
15 regulations. COUNTY's electronic information system is a critical source of information for purposes of
16 monitoring service volume and obtaining reimbursement.

17 J. CONTRACTOR shall submit service data into COUNTY's electronic information
18 system according to COUNTY's DBH documentation standards to allow the COUNTY to bill Medi-Cal, and
19 any other third-party source, for services and meet State and Federal reporting requirements.

20 K. CONTRACTOR must comply with all laws and regulations governing the Federal
21 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section
22 1395 et seq; and 2) the regulations and rules promulgated by the Federal Centers for Medicare and
23 Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR
24 will be responsible for compliance as of the effective date of each Federal, State or local law or regulation
25 specified.

26 L. If a client has dual coverage, such as other health coverage (OHC) or Federal
27 Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or
28 have validation of claiming with no response ninety (90) days after the claim was mailed before the service

1 can be entered into the COUNTY's electronic information system. CONTRACTOR must report all third
2 party collections for Medicare, third party or client pay or private pay in each monthly invoice and in the
3 annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500 form is
4 required as documentation. CONTRACTOR must report all revenue collected from OHC, third-party,
5 client-pay or private-pay in each monthly invoice and in the cost report that is required to be submitted.
6 CONTRACTOR shall submit monthly invoices for reimbursement that equal the amount due
7 CONTRACTOR less any funding sources not eligible for Federal and State reimbursement.
8 CONTRACTOR must comply with all laws and regulations governing the Federal Medicare program,
9 including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2)
10 the regulation and rules promulgated by the Federal Centers for Medicare and Medicaid Services as they
11 relate to participation, coverage and claiming reimbursement. CONTRACTOR will be responsible for
12 compliance as of the effective date of each Federal, State or local law or regulation specified.

13 M. Data entry shall be the responsibility of the CONTRACTOR. COUNTY shall
14 monitor the volume of services and cost of services entered into the COUNTY's electronic information
15 system. Any and all audit exceptions resulting from the provision and reporting of specialty mental health
16 services by CONTRACTOR shall be the sole responsibility of the CONTRACTOR. CONTRACTOR will
17 comply with all applicable policies, procedures, directives and guidelines regarding the use of COUNTY's
18 electronic information system.

19 N. Medi-Cal Certification and Mental Health Plan Compliance

20 CONTRACTOR shall comply with any and all requests and directives associated
21 with COUNTY maintaining State Medi-Cal site certification. CONTRACTOR shall provide specialty mental
22 health services in accordance with the COUNTY's Mental Health Plan Compliance Program and Code of
23 Conduct and Ethics ("Code of Conduct"). CONTRACTOR must comply with the Code of Conduct as set
24 forth in Exhibit E, "Fresno County Mental Health Plan Compliance Program – Code of Conduct Policy and
25 Procedure", attached hereto and incorporated herein by reference and made part of this Agreement.
26 CONTRACTOR shall comply with any and all requests associated with any State/Federal reviews or
27 audits.

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1 CONTRACTOR may provide direct specialty mental health services using
2 unlicensed staff as long as the individual is approved as a provider by the COUNTY's Mental Health Plan,
3 is supervised by licensed staff, works within his/her scope and only delivers allowable direct specialty
4 mental health services. It is understood that each service is subject to audit for compliance with Federal
5 and State regulations, and that COUNTY may be making payments in advance of said review. In the
6 event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off
7 from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible
8 for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

9 **6. INDEPENDENT CONTRACTOR**

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

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
19 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

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1 **7. MODIFICATION**

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

4 Notwithstanding the above, changes to services, staffing, and responsibilities of the
5 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as
6 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director, or his or
7 her designee, and CONTRACTOR through an amendment approved by COUNTY's County Counsel and
8 the COUNTY's Auditor-Controller's Office.

9 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
10 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, and
11 changes to the volume of units of services/types of service units to be provided as set forth in Exhibit D,
12 that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR may
13 be made with the written approval of COUNTY's DBH Director, or his or her designee. Changes to the
14 expense categories in the budget that exceed ten percent (10%) of the maximum compensation payable
15 to the CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director, or his
16 or her designee through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-
17 Controller's Office.

18 Said modifications shall not result in any change to the annual maximum compensation
19 amount payable to CONTRACTOR, as stated in this Agreement.

20 **8. NON-ASSIGNMENT**

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

23 **9. HOLD-HARMLESS**

24 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
25 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
26 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY
27 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
28 employees under this Agreement, and from any and all costs and expenses, including attorney fees

1 and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or
2 corporation who may be injured or damaged by the performance, or failure to perform, of
3 CONTRACTOR, their officers, agents or employees under this Agreement.

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

6 **10. INSURANCE**

7 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third
8 parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the following insurance
9 policies throughout the term of this Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two Million
12 Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million
13 Dollars (\$5,000,000). This policy shall be issued on a per occurrence basis.
14 COUNTY may require specific coverage including completed operations, product
15 liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire
16 legal liability or any other liability insurance deemed necessary because of the
17 nature of the Agreement.

18 B. Automobile Liability

19 Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto),
20 or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).with
21 limits of not less than) One Million Dollars (\$1,000,000) per accident for bodily
22 injury and property damage.

23 C. Real and Property Insurance

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

All Risk Property Insurance

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

D. Professional Liability

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 agrees that it shall maintain, at its sole expense, in
full force and effect for a period of three (3) years following the termination of this
Agreement, one or more policies of professional liability insurance with limits of
coverage as specified herein.

1 E. Child Abuse/Molestation and Social Services Coverage

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

9 F. Worker's Compensation

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

12 G. Cyber Liability

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

23 H. Waiver of Subrogation

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

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

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
employees any amounts paid by the policy of worker's compensation insurance required by this
Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Mental Health Contracted Services Division, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names 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; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

11. LICENSES/CERTIFICATES

Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies.

CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.

12. RECORDS

CONTRACTOR shall maintain records in accordance with Exhibit F, "Documentation Standards for Client Records", attached hereto and by this reference incorporated herein and made part of this Agreement. COUNTY shall be allowed to review all records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All medical records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

13. REPORTS

A. Outcome Reports

CONTRACTOR shall submit to COUNTY's DBH service outcome reports as reasonably requested by COUNTY's DBH. Outcome reports and performance outcome measures requirements are subject to change at COUNTY's DBH discretion. All performance outcome measures shall adhere to the Commission on Accreditation of Rehabilitation Facilities (CARF) standards as identified in Exhibit G, attached hereto and incorporated herein by reference and made part of this Agreement.

B. Additional Reports

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

C. Cost Report

CONTRACTOR agrees to submit a complete and accurate detailed cost report

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

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

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

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

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

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

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

27 **14. MONITORING**

28 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and the

State DHCS, or their designees, the right to review and monitor records, services or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this Agreement.

15. REFERENCES TO LAWS AND RULES

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

16. COMPLIANCE WITH STATE REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health programs under an agreement with the State DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit H, "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients, following the COUNTY's DBH's "Incident Reporting and Intensive Analysis" policy and procedure guide and using the "Incident Report" Worksheet identified in Exhibit I, "Fresno County Mental Health Plan Incident Reporting", attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH Director, or his or her designee.

17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in Exhibit B, "Medi-Cal Organizational Provider Standards", attached hereto and by this reference incorporated herein and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or Provider in Exhibit B shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health Plan Grievances and Appeals Process, as described in Exhibit J, "Fresno County Mental Health Plan – Grievances", attached hereto and by this reference incorporated herein and made part of this Agreement.

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1 **18. CONFIDENTIALITY**

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

5 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6 COUNTY and CONTRACTOR each consider and represent themselves as covered
7 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
8 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

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

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

19 **20. DATA SECURITY**

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

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or his or her designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

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

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

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

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

G. CONTRACTOR is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing

equipment which stores or processes COUNTY data internally or externally.

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

21. PROPERTY OF COUNTY

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

For COUNTY purposes, fixed assets must fulfill three qualifications:

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

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

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset it will be tagged with a COUNTY program number. A Fixed Asset Log, as shown in Exhibit K, attached hereto and incorporated herein by reference and made

1 part of this Agreement, will be maintained by COUNTY's Asset Management System and annual
2 inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed
3 assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

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

10 C. Assets shall be retained by COUNTY, as COUNTY property, in the event this
11 Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an
12 annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this
13 Agreement CONTRACTOR shall be physically present when fixed and inventoried assets are returned to
14 COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned
15 undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the
16 assets at the expiration or termination of this Agreement.

17 CONTRACTOR further agrees to the following:

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

27 D. The purchase of any equipment by CONTRACTOR with funds provided hereunder
28 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as

appropriate, and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of funds not provided under this Agreement. These requirements shall continue in effect for the life of the property. In the event this Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve COUNTY of these obligations.

22. NON-DISCRIMINATION

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

CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and

1 the regulations or standards adopted by the awarding state agency to implement such article.
2 CONTRACTOR shall permit access by representatives of the Department of Fair Employment and
3 Housing and the awarding state agency upon reasonable notice at any time during the normal
4 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records,
5 accounts, and all other sources of information and its facilities as said Department or Agency shall
6 require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give
7 written notice of their obligations under this clause to labor organizations with which they have a
8 collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §111105) CONTRACTOR(S)
9 shall include the Non-Discrimination and compliance provisions of this clause in all subcontracts to
10 perform work under this Agreement.

11 **23. CULTURAL COMPETENCY**

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

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

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

24 C. CONTRACTOR shall not use minors as interpreters.

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

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

8 E. In compliance with the State mandated Culturally and Linguistically Appropriate
9 standards as published by the Office of Minority Health, CONTRACTOR must submit to COUNTY for
10 approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan to address all
11 fifteen (15) national cultural competency standards as set forth in the Exhibit L, "National Standards for
12 Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care", attached hereto and
13 by this reference incorporated herein and made part of this Agreement. COUNTY's annual on-site
14 review of CONTRACTOR shall include collection of documentation to ensure all national standards are
15 implemented. As the national competency standards are updated, CONTRACTOR's plan must be
16 updated accordingly. Cultural competency training for CONTRACTOR's staff should be substantively
17 integrated into health professions education and training at all levels, both academic and functional,
18 including core curriculum, professional licensure, and continuing professional development programs.
19 CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that
20 shows all CONTRACTOR's staff cultural competency trainings completed.

21 **24. AMERICANS WITH DISABILITIES ACT**

22 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
23 this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
24 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
25 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
26 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
27 information technology (EIT) accessible to people with disabilities. California Government Code section
28 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

1 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

2 To the extent necessary to prevent disallowance of reimbursement under section
3 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)
4 years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon
5 written request to the Secretary of the United States Department of Health and Human Services, or upon
6 request to the Comptroller General of the United States General Accounting Office, or any of their duly
7 authorized representatives, a copy of this Agreement and such books, documents, and records as are
8 necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under
9 this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its
10 duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100
11 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement
12 shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such
13 services pursuant to such subcontract, the related organizations shall make available, upon written request
14 to the Secretary of the United States Department of Health and Human Services, or upon request to the
15 Comptroller General of the United States General Accounting Office, or any of their duly authorized
16 representatives, a copy of such subcontract and such books, documents, and records of such organization
17 as are necessary to verify the nature and extent of such costs.

18 **26. SINGLE AUDIT CLAUSE**

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

1 this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
2 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to
3 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole
4 responsibility of CONTRACTOR.

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

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

23 **27. COMPLIANCE**

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

1 employees, agents and subcontractors providing services under this Agreement shall certify in writing that
2 he or she has received, read, understood, and shall abide by the Contractor Code of Conduct .
3 CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an element in
4 evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

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

15 **28. ASSURANCES**

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

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

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

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

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

25 C. CONTRACTOR shall verify (by asking the applicable employees and
26 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to
27 perform professional services under this Agreement (1) are not currently excluded, suspended, debarred,
28 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a

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

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

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

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

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

25 **29. PUBLICITY PROHIBITION**

26 None of the funds, materials, property or services provided directly or indirectly under this
27 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (*i.e.*, purchasing of
28 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,

publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or his or her designee and at a cost to be provided in Exhibit D for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

30. COMPLAINTS

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

Within ten (10) days after each incident or complaint affecting COUNTY clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit J. CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit I and incorporated herein by reference and made part of this Agreement.

31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing Exhibit M, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty

(30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit M, "Disclosure of Ownership and Control Interest Statement." Submissions shall be scanned pdf copies and are to be sent via email to the assigned Mental Health Contracted Services Staff Analyst.

32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

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

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

1. 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;
2. Violation of a federal or state antitrust statute;
3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
- or
4. False statements or receipt of stolen property.

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

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

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions" in the form set forth in Exhibit N, attached hereto and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR

1 must immediately advise the COUNTY's DBH in writing if, during the term of this Agreement: (1)
2 CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state
3 funded programs or from receiving federal funds as listed in the excluded parties' list system
4 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR.
5 CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting
6 from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification
7 Regarding Debarment, Suspension, and Other Responsibility Matters.

8 **33. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

20 **34. AUDITS AND INSPECTIONS**

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

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

1 **35. NOTICES**

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

4 COUNTY

5 Director, Fresno County
6 Department of Behavioral Health
 3133 N. Millbrook Ave
 Fresno, CA 93702

CONTRACTOR

 Chief Executive Officer
 Kings View Behavioral Health
 7170 North Financial Drive, Suite 110
 Fresno, CA 93720

7 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
8 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
9 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
10 personal service is effective upon service to the recipient. A notice delivered by first-class United States
11 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
12 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
13 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
14 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
15 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission
16 is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at
17 the next beginning of a COUNTY business day), provided that the sender maintains a machine record of
18 the completed transmission. For all claims arising out of or related to this Agreement, nothing in this
19 section establishes, waives, or modifies any claims presentation requirements or procedures provided by
20 law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
21 Code, beginning with section 810).

22 **36. SEVERABILITY**

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

26 **37. GOVERNING LAW**

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

Agreement shall be governed in all respects by the laws of the State of California.

38. ENTIRE AGREEMENT

This Agreement, including all Exhibits (listed below), constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

Exhibit A –	Scope of Work
Exhibit B –	Medi-Cal Organizational Provider Standards
Exhibit C –	Guiding Principles of Care Delivery
Exhibit D –	Budget
Exhibit E –	Fresno County Mental Health Compliance and Code of Conduct
Exhibit F –	Documentation Standards for Client Records
Exhibit G –	Performance Outcome Measures
Exhibit H –	State Mental Health Requirements
Exhibit I –	Fresno County Mental Health Plan Incident Reporting
Exhibit J –	Fresno County Mental Health Plan – Grievances
Exhibit K –	Fixed Asset Log
Exhibit L –	National Standards for Culturally and Linguistically Appropriate Services
Exhibit M –	Disclosure of Ownership and Control Interest Statement
Exhibit N –	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
Exhibit O –	Self-Dealing Transaction Disclosure Form

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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 **CONTRACTOR:**
4 **KINGS VIEW**
5 **BEHAVIORAL HEALTH, INC.**

6 By Amanda Nugent Divine, LPFT

7 Print Name: Amanda Nugent Divine

8 Title: CEO
9 Chairman of the Board, or
President, or any Vice President

10 Date: 11/20/2018

12 By [Signature]

13 Print Name: Jim Rodriguez

14 Title: CFO
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
any Assistant Treasurer

18 Date: 11/20/2018
19

20 Mailing Address:
21 7170 North Financial Drive, Suite 110,
22 Fresno, CA, 90810

23 **FOR ACCOUNTING USE ONLY:**

24 Organization: 5630
25 Account/Program: 7295/0

26
27
28 E.G.

COUNTY OF FRESNO

By [Signature]
Sal Quintero, Chairperson of the
Board of Supervisors of the
County of Fresno

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

By [Signature]
Deputy

Fresno Metropolitan (Metro) Crisis Intervention Team (CIT) Services

SCOPE OF WORK

ORGANIZATION/CONTRACTOR: Kings View Behavioral Health

ADDRESS: 7170 North Financial Drive, Suite 110,
Fresno, California 93720

SITE ADDRESS: TBD

SERVICES: Mental Health, Crisis Intervention Services

CONTRACT PERIOD: Effective upon execution – June 30, 2021
With two possible 12-month extensions

CONTRACT AMOUNT: FY 2018-19: \$1,379,694
FY 2019-20: \$2,359,609
FY 2020-21: \$2,425,826
FY 2021-22: \$2,493,897
FY 2022-23: \$2,564,280

CONTRACTOR shall provide the following mental health crisis intervention services to individuals within the Fresno Metropolitan (Metro) area. Crisis intervention services shall be provided in collaboration with Law Enforcement Agencies (which includes City of Fresno Police Department, City of Clovis Police Department, and the COUNTY's Sheriff's Office) and other first responders. These services shall be provided out in the field where client interaction with law enforcement and emergency services personnel (first responders) typically occurs, and where triage services are most beneficial. Crisis intervention services that are community based, incorporate stigma reduction and prevention as a product of the placement of staff in first responder scenarios.

I. Background

The Crisis Intervention Team (CIT) Field Clinicians shall serve as active liaisons with law enforcement to provide training, outreach, and direct field response to clients actively engaged in a mental health crisis in the community, specifically in the Fresno Metro area. Evaluations for 5150's and recurrent calls from law enforcement are a primary focus. A pilot project began in September of 2017 with a small group of COUNTY DBH field clinicians co-located and providing co-response with the Fresno Police Department (PD). Through evaluation of that initial phase of the pilot, it was determined that the need for this type of crisis intervention team (CIT) is far greater.

With this Agreement, COUNTY's DBH will be entering into Phase 2 of the Fresno CIT program, which will include services provided by the CONTRACTOR. This CIT program growth will allow for expansion to include COUNTY's Sheriff's Office (FSO) and the City of Clovis Police Department (PD).

II. Services Start Date

This Agreement shall become effective upon execution. CONTRACTOR will be reimbursed for ramp-up expenditures during the initial ramp-up period, up to ninety (90) days from the effective date of this Agreement, such as hiring staff, procuring office equipment and/or office space, and establishing business/clinical operations. CONTRACTOR shall become an organizational provider, subject to the Medi-Cal site certification approval process by COUNTY DBH's Managed Care Division, which shall be completed by the first date of service delivery. Services shall begin no later than March 15, 2019, but may begin earlier upon mutual agreement between CONTRACTOR and COUNTY's DBH.

III. Target Population

The target population to be served by the Metro CIT shall be individuals within the Fresno Metro area currently experiencing an acute mental health crisis, including any behavioral health signs and symptoms, requiring immediate crisis intervention, de-escalation, and triage services. There is no stipulation regarding age or severity of mental illness.

IV. Location of Services

Services shall be provided to individuals throughout the greater Fresno Metro area and within the community, as opposed to services being performed at traditional mental health department offices or clinics. Crisis intervention services are intended to be provided in the field where client interaction with law enforcement and emergency services personnel (first responders) typically occurs and where crisis intervention services are most beneficial.

V. Description of Services

CONTRACTOR shall have the willingness and ability to provide Fresno CIT services throughout the Fresno Metro area. Crisis intervention services will be provided within the city limits of Fresno and Clovis, and within the area under Sheriff Jurisdiction (known as "County Islands"). The types of crisis intervention services provided should be consistent; however, the location and hours of operation should be flexible to the needs of each the jurisdictions and Law Enforcement Agencies identified.

Mental health crisis intervention services may include, but are not limited to: assessment, crisis intervention, community referrals and linkages, and short-term/brief case management. In addition, time permitting, services shall also include community outreach, engagement, education, and prevention to those potentially in need of services for mental illness and/or co-occurring substance use disorders. CIT services shall be provided out in the field and in collaboration with assigned Law Enforcement Agencies as well as the first responders and the CONTRACTOR will be expected to coordinate and build relationships with community agencies, such as schools, hospitals, and churches.

The CIT will be a unit consisting of field clinicians and law enforcement officers, providing a dual-response to crisis calls. This collaboration will allow the CIT to respond to calls in which there is a behavioral health need to provide compassionate, client/family centered crisis interventions to persons and support systems that are experiencing behavioral health signs and symptoms. The Metro CIT will assist in 911 calls from the public and will be dispatched jointly to the scene, which will allow law enforcement patrol officers to continue on to new incoming 911 calls. The Metro CIT will jointly provide the behavioral health interventions within a secure scene. The Metro CIT will be able to respond to and handle the initial crisis, but shall also provide post-crisis

contacts, referrals, and linkages to appropriate services.

The Metro CIT program shall be a partnership between CONTRACTOR and COUNTY DBH. DBH staff shall oversee program expenditures, outcomes reporting, and contract monitoring. CIT services will be fully funded by Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI), and Medi-Cal Federal Financial Participation (FFP), which also mandate specific reporting requirements of CONTRACTOR.

As this Agreement will initiate Phase 2 of the Fresno CIT pilot program, the CONTRACTOR will be expected to demonstrate a capability to evolve the program along its intended course and re-direct, as needed, upon coordination with COUNTY DBH's Director, or designee, and input from each of the Law Enforcement Agencies. The CONTRACTOR shall agree to cooperate with COUNTY DBH and all Law Enforcement Agencies involved in discussing and evaluating the program and be open to testing/experimenting with appropriate and effective co-response design(s).

Existing COUNTY DBH field clinicians teamed up with Fresno PD are currently experimenting with a "full co-response" model, which includes allowing clinicians to ride along to the crisis calls in the PD vehicles. If this model works effectively, DBH may decide to include said model with these contracted services. If this occurs, DBH will negotiate with CONTRACTOR to amend the existing contract terms.

With regard to crisis intervention services, the CONTRACTOR shall demonstrate the capability to meet the following service provisions:

1. Crisis intervention services shall be provided in the field during client interaction with law enforcement and first responders. Given the nature of crisis intervention services, CONTRACTOR shall include all of the following:
 - A. Crisis prevention and intervention services, including 5150 holds, as necessary.
 - B. Determination if the client who is in need of crisis services, has other health coverage, no health coverage, or Medi-Cal. Ensure crisis intervention services are provided regardless of ability to pay.
 - C. Provide post-crisis follow-up if applicable.
 - D. Address and minimize recidivism with regards to use of local emergency services.
 - E. Ensure the crisis response system is monitored and rapidly responsive to changing needs within the Fresno Metro area.
2. The Metro CIT Program is designed to be a co-response model and therefore staffing will be co-located with each participating Law Enforcement Agency. The CONTRACTOR shall collaborate with participating Law Enforcement Agencies with regard to site location selections. The COUNTY will work with the CONTRACTOR and the participating Law Enforcement Agencies to identify appropriate sites where Metro CIT staff and law enforcement officers shall be co-located in order to provide co-response for the purpose of providing rapid, effective, recovery/well-being oriented crisis services. Available co-location sites may vary by agency and may be modified during the term of this Agreement.

3. CONTRACTOR shall provide data collection and reporting, including but not limited to.
 - A. Staffing Report: Staffing report shall be submitted, by the 10th of each month, for the preceding month, to the DBH Contracted Services Program Technician and the assigned DBH Staff Analyst and must include each employee, FTE, and salary.
 - B. Training and resource/community development hours shall be captured and reported by the 10th of the month, for the preceding reporting period, to the DBH Staff Analyst. This data will not be billed as revenue.
 - C. The CONTRACTOR shall ensure billable specialty mental health services meet all County, State, Federal regulations including any utilization review, credentialing, site certifications, and other quality assurance standards. All pertinent and appropriate information shall be provided in a timely manner to COUNTY in order to bill Medi-Cal for services rendered. The CONTRACTOR should also ensure that private insurance and/or Medi-Care is properly billed prior to submitting Medi-Cal claims to the COUNTY. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's information system; 2) providing an electronic file compatible with COUNTY's information system; or 3) integration between COUNTY's information system and CONTRACTOR's information system(s).
 - D. The CONTRACTOR shall maintain ongoing crisis tracking data per individual Law Enforcement Agency as requested by COUNTY's DBH and/or Law Enforcement.
4. The CONTRACTOR must also use any standardized tools, such as the "Columbia Suicide Severity Risk," as directed by COUNTY's DBH.
5. The CONTRACTOR must adhere to any and all applicable statutes as stated in MHSUDS Notice 18-011, "Federal Network Adequacy Standards for Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Pilot Counties."
6. CONTRACTOR may be asked, at the request of specific law enforcement agencies, to have clinical personnel participate in hostage negotiation training and make that personnel available to co-respond with the law enforcement agencies in matters which require that unique expertise. Each law enforcement agency will determine whether CIT clinicians will be utilized in this fashion.

VI. Staffing

1. CONTRACTOR shall recruit and maintain the identified number of skilled, licensed, culturally competent and appropriately trained staff dedicated to the Fresno Metro CIT program throughout the term of this Agreement.
2. All Metro CIT clinicians shall be skilled at engaging persons in crisis in a stabilizing, therapeutic, recovery/well-being focused manner and be well versed in crisis de-escalation techniques. All CIT clinicians shall be 5150 trained and certified by COUNTY's Managed Care Division.
3. Every Metro CIT clinician will need to be credentialed via DBH's Managed Care Division. Training in Compliance, and Documentation and Billing are required and will be provided by DBH to CONTRACTOR staff for all new hires within their first thirty (30) days of being credentialed, and then annually thereafter.

4. As this Agreement initiates Phase 2 of the pilot program, staffing levels may need to be modified, as appropriate, based upon need, as agreed upon between COUNTY and CONTRACTOR.
5. Specific geographic boundaries will be established for each Law Enforcement Agency; however, cooperation among the Metro CITs will allow for crossover in jurisdiction to assist in immediate crisis need.
6. Clinicians are to be directly assigned to each Law Enforcement Agency permanently, not to be on a rotational basis between agencies. This shall be conducted to encourage rapport-building between law enforcement staff and clinical staff. Although clinicians will be assigned to one specific agency on a permanent basis, it will be expected that all CIT clinicians be cross-trained in the event there is a urgent need for CIT clinician(s) within another Law Enforcement Agency jurisdiction.
7. On call/extra help part-time clinical staff to cover shifts and back up, as needed.
8. A Supervisory Clinician shall provide oversight to all clinicians, work collaboratively with the Law Enforcement Agencies to build and expand services, and provide additional crisis response as needed.
9. Designated administrative support shall collect data for tracking and reporting purposes.

VII. Hours of Operation

CONTRACTOR will be required to be available to provide services eighteen (18) hours per day, seven (7) days per week throughout the year, including telephone and face-to-face contact as needed.

Staff work schedules shall be responsive to client needs and shall permit staff to work evenings and weekends. During off-hour periods (5:00 pm – 8:00 am), CONTRACTOR shall have identified staff that are regularly scheduled to work after regular business hours and/or on the weekends, if deemed necessary, in order to reduce over-time costs and in order to provide a more flexible treatment schedule for clients.

VIII. Program Outcomes

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

CONTRACTOR will be required to submit measureable outcomes on an annual basis, as identified in the Departments Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, attached as Exhibit G. Performance outcomes measures must be approved by COUNTY's DBH and satisfy all State and local mandates. COUNTY's DBH will provide technical assistance and support in defining measureable outcomes. All performance indicators will reflect the four (4) domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF). The domains are Effectiveness, Efficiency, Access, and Satisfaction. These are defined and listed below.

COUNTY's DBH collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF domains: At minimum, one (1) performance indicator will be identified for each of the four (4) CARF domains listed below.

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

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

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

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

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

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

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

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

CONTRACTOR must address each of the categories referenced above and any additional performance and outcome measures that are deemed best to evaluate the services provided to clients and/or to evaluate overall program performance. DBH may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program as determined by the COUNTY. CONTRACTOR will be required to utilize and integrate clinical tools as directed by DBH.

CONTRACTOR must utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained. The data tracking system may be incorporated into the selected CONTRACTOR's Electronic

Health Record (EHR) or be a stand-alone database. COUNTY's DBH must be afforded read-only access to the data tracking system, if applicable.

In addition to the requirements set above, the following items listed below represent program goals to be achieved by CONTRACTOR. The program's success will be based on the number of goals it can achieve, resulting from performance outcomes.

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.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

- o Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- o 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
- o Barriers to access and treatment are identified and addressed
- o Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

- o Positive change occurs within the context of genuine trusting relationships
- o Individuals, families, and communities are resourceful and resilient in the way they solve problems
- o 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

- o Self-determination and self-direction are the foundations for recovery
- o Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- o Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- o 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

- o The person served identifies and defines family and other natural supports to be included in care
- o Individuals and families speak for themselves
- o 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
- o Providers assist individuals and families in developing and utilizing natural supports.

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

- o 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
- o Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- o 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

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

8. Principle Eight - Co-occurring Capable

- o 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
- o 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

- o Interventions are motivation-based and adapted to the client's stage of change
- o Progression through stages of change are supported through positive working relationships and alliances that are motivating
- o Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach

Fresno County Department of Behavioral Health Guiding Principles of Care Delivery

- o Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

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

- o Individual and program outcomes are collected and evaluated for quality and efficacy
- o Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- o 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

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

County of Fresno - Fresno Metro Crisis Intervention (CIT) Services
Kings View Corporation
FY 2018-2019 (Nov. 1, 2018 - Jun. 30, 2019)

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Executive Director (Licensed)	0.02	\$1,789		\$1,789
0002 Director of Program Development (Licensed)	0.08	\$4,368		\$4,368
0003 Director of Clinical Operations	0.25		\$17,593	\$17,593
0004 CIT Program Manager	1.00		\$59,453	\$59,453
0005 UR Specialist	1.00	\$52,173		\$52,173
0006 Licensed Field Clinician	2.00		\$101,920	\$101,920
0007 Unlicensed Field Clinician	8.00		\$368,853	\$368,853
0008 Administrative Specialist	1.00	\$26,693		\$26,693
0009 Licensed Lead Field Clinician	2.00		\$104,347	\$104,347
0010 Fiscal Analyst	0.10	\$3,640		\$3,640
0011 CVSPH - Call Responder	1.00		\$18,830	\$18,830
0012 Per Diem Field Clinician (Licensed) 1,000 hours/year	0.00		\$24,500	\$24,500
SALARY TOTAL	16.45	\$88,663	\$695,496	\$784,159
PAYROLL TAXES:				
0031 FICA/MEDICARE		\$6,783	\$53,205	\$59,988
0032 SUI		\$887	\$6,955	\$7,842
PAYROLL TAX TOTAL		\$7,670	\$60,160	\$67,830
EMPLOYEE BENEFITS (22.45%):				
0040 Retirement		\$401	\$3,146	\$3,547
0041 Workers Compensation		\$3,547	\$27,820	\$31,367
0042 Health Insurance (medical, vision, life, dental)		\$15,959	\$125,189	\$141,148
EMPLOYEE BENEFITS TOTAL		\$19,907	\$156,155	\$176,062
SALARY & BENEFITS GRAND TOTAL				\$1,028,051
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building (Ashlan Avenue Building)				\$12,250
1010 Rent/Lease Building (F Street Building)				\$5,250
1011 Rent/Lease Equipment (Copier, Hub-Printer)				\$2,188
1012 Utilities				\$3,442
1013 Janitorial/Building				\$1,283
1015 Other - Vehicle Leasing (11 Vehicles)				\$38,500
FACILITY/EQUIPMENT TOTAL				\$62,913
OPERATING EXPENSES:				
1060 Telephone				\$8,546
1062 Postage				\$292
1063 Printing/Reproduction				\$1,342
1066 Office Supplies & Equipment				\$4,667

1069	Program Supplies	\$4,083
1072	Staff Mileage/vehicle maintenance	\$4,667
1074	Staff Training/Registration	\$8,750
1076	Data Lines (data drops, hub hookups, landline, Avatar)	\$11,900
1077	Other - Staff Uniforms/Miscellaneous	\$10,325
1078	Staff Recruitment/background checks	\$4,113
1079	Communications (cell phone & mobile internet)	\$11,375
OPERATING EXPENSES TOTAL		\$70,060

FINANCIAL SERVICES EXPENSES:

1082	Liability Insurance (Auto, Property, General)	\$5,192
1083	Other - Professional Liability	\$2,450
1084	Other - Administrative Overhead (11.5%)	\$137,871
FINANCIAL SERVICES TOTAL		\$145,513

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$42,942
1091	Translation Services	\$1,050
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$43,992

FIXED ASSETS:

2000	Computers & Software	\$23,333
2001	Furniture & Fixtures	\$5,832
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$29,165

TOTAL PROGRAM EXPENSES \$1,379,694

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	4,375	\$2.67	\$11,681
3200	Crisis Services	96,250	\$5.15	\$495,688
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	8,750	\$3.20	\$28,000
3700	Rehabilitation	0	\$0.00	\$0
3800	ICC	0	\$0.00	\$0
3900	IHBS	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		109,375		\$535,369
Estimated % of Clients that are Medi-Cal Beneficiaries				20.0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$107,074
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			85.00%	\$91,013
State M/Cal Share of Cost % (BH Realignment/EPSTDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$91,013

OTHER REVENUE:

4000	Non Medi-Cal eligible/Private Insurance	\$0
4100	Other - (Identify)	\$0
OTHER REVENUE TOTAL: MHSA Funds		\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$1,288,681
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$1,288,681
TOTAL PROGRAM REVENUE		\$1,379,694

County of Fresno - Fresno Metro Crisis Intervention (CIT) Services
Kings View Corporation
FY 2019-2020

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Executive Director (Licensed)	0.02	\$3,158	\$3,158
0002	Director of Program Development (Licensed)	0.08	\$7,713	\$7,713
0003	Director of Clinical Operations	0.25		\$31,065
0004	CIT Program Manager	1.00		\$104,978
0005	UR Specialist	1.00	\$92,123	\$92,123
0006	Licensed Field Clinician	2.00		\$179,962
0007	Unlicensed Field Clinician	8.00		\$651,290
0008	Administrative Specialist	1.00	\$47,133	\$47,133
0009	Licensed Lead Field Clinician	2.00		\$184,246
0010	Fiscal Analyst	0.10	\$6,427	\$6,427
0011	CVSPH - Call Responder	1.00		\$33,248
0012	Per Diem Field Clinician (Licensed) 1,000 hours/year	0.00		\$43,260
SALARY TOTAL		16.45	\$156,554	\$1,228,049
PAYROLL TAXES:				
0031	FICA/MEDICARE		\$11,976	\$93,946
0032	SUI		\$1,566	\$12,280
PAYROLL TAX TOTAL			\$13,542	\$106,226
EMPLOYEE BENEFITS (22.45%):				
0040	Retirement		\$3,131	\$24,561
0041	Workers Compensation		\$6,262	\$49,122
0042	Health Insurance (medical, vision, life, dental)		\$28,180	\$221,049
EMPLOYEE BENEFITS TOTAL			\$37,573	\$294,732
SALARY & BENEFITS GRAND TOTAL				\$1,836,676
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building (Ashlan Avenue Building)			\$21,630
1010	Rent/Lease Building (F Street Building)			\$9,270
1011	Rent/Lease Equipment (Copier, Hub-Printer)			\$3,863
1012	Utilities			\$6,077
1013	Janitorial/Building			\$2,266
1015	Other - Vehicle Leasing (11 Vehicles)			\$44,220
FACILITY/EQUIPMENT TOTAL				\$87,326
OPERATING EXPENSES:				
1060	Telephone			\$15,090
1062	Postage			\$450
1063	Printing/Reproduction			\$1,800

1066	Office Supplies & Equipment	\$8,240
1069	Program Supplies	\$7,210
1072	Staff Mileage/vehicle maintenance	\$8,240
1074	Staff Training/Registration	\$10,000
1076	Data Lines (data drops, hub hookups, landline, Avatar)	\$21,012
1077	Other - Staff Uniforms/Miscellaneous	\$10,000
1078	Staff Recruitment/background checks	\$2,050
1079	Communications (cell phone & mobile internet)	\$16,000
OPERATING EXPENSES TOTAL		\$100,092

FINANCIAL SERVICES EXPENSES:

1082	Liability Insurance (Auto, Property, General)	\$9,167
1083	Other - Professional Liability	\$4,326
1084	Other - Administrative Overhead (11.5%)	\$235,794
FINANCIAL SERVICES TOTAL		\$249,287

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$73,428
1091	Translation Services	\$1,800
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$75,228

FIXED ASSETS:

2000	Computers & Software	\$8,000
2001	Furniture & Fixtures	\$3,000
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$11,000

TOTAL PROGRAM EXPENSES \$2,359,609

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	7,800	\$2.78	\$21,684
3200	Crisis Services	171,600	\$5.36	\$919,776
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	15,600	\$3.33	\$51,948
3700	Rehabilitation	0	\$0.00	\$0
3800	ICC	0	\$0.00	\$0
3900	IHBS	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		195,000		\$993,408
Estimated % of Clients that are Medi-Cal Beneficiaries				20.0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$198,682
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			85.00%	\$168,879

State M/Cal Share of Cost % (BH Realignment/EPSDT)		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$168,879
OTHER REVENUE:			
4100	Other - (Identify)		\$0
4200	Other - (Identify)		\$0
4300	Other - (Identify)		\$0
OTHER REVENUE TOTAL: MHSA Funds			\$0
MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:			
5000	Prevention & Early Intervention (PEI) Funds		\$2,190,730
5100	Community Services & Supports (CSS) Funds		\$0
5200	Innovation (INN) Funds		\$0
5300	Workforce Education & Training (WET) Funds		\$0
MHSA FUNDS TOTAL			\$2,190,730
TOTAL PROGRAM REVENUE			\$2,359,609

County of Fresno - Fresno Metro Crisis Intervention (CIT) Services
Kings View Corporation
FY 2020-2021

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Executive Director (Licensed)	0.02	\$3,253	\$3,253
0002	Director of Program Development (Licensed)	0.08	\$7,944	\$7,944
0003	Director of Clinical Operations	0.25		\$31,997
0004	CIT Program Manager	1.00		\$108,127
0005	UR Specialist	1.00	\$94,887	\$94,887
0006	Licensed Field Clinician	2.00		\$185,360
0007	Unlicensed Field Clinician	8.00		\$670,828
0008	Administrative Specialist	1.00	\$48,547	\$48,547
0009	Licensed Lead Field Clinician	2.00		\$189,774
0010	Fiscal Analyst	0.10	\$6,620	\$6,620
0011	CVSPH - Call Responder	1.00		\$34,246
0012	Per Diem Field Clinician (Licensed) 1,000 hours/year	0.00		\$44,558
SALARY TOTAL		16.45	\$161,251	\$1,264,890
PAYROLL TAXES:				
0031	FICA/MEDICARE		\$12,336	\$96,764
0032	SUI		\$1,613	\$12,648
PAYROLL TAX TOTAL			\$13,949	\$109,412
EMPLOYEE BENEFITS (22.45%):				
0040	Retirement		\$3,225	\$25,298
0041	Workers Compensation		\$6,450	\$50,596
0042	Health Insurance (medical, vision, life, dental)		\$29,025	\$227,680
EMPLOYEE BENEFITS TOTAL			\$38,700	\$303,574
SALARY & BENEFITS GRAND TOTAL				\$1,891,776
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building (Ashlan Avenue Building)			\$22,279
1010	Rent/Lease Building (F Street Building)			\$9,548
1011	Rent/Lease Equipment (Copier, Hub-Printer)			\$3,978
1012	Utilities			\$6,259
1013	Janitorial/Building			\$2,334
1015	Other - Vehicle Leasing (11 Vehicles)			\$44,220
FACILITY/EQUIPMENT TOTAL				\$88,618
OPERATING EXPENSES:				
1060	Telephone			\$15,542
1062	Postage			\$400
1063	Printing/Reproduction			\$1,800

1066	Office Supplies & Equipment	\$8,487
1069	Program Supplies	\$7,426
1072	Staff Mileage/vehicle maintenance	\$8,487
1074	Staff Training/Registration	\$10,000
1076	Data Lines (data drops, hub hookups, landline, Avatar)	\$21,642
1077	Other - Staff Uniforms/Miscellaneous	\$10,000
1078	Staff Recruitment/background checks	\$2,050
1079	Communications (cell phone & mobile internet)	\$16,000
OPERATING EXPENSES TOTAL		\$101,834

FINANCIAL SERVICES EXPENSES:

1082	Liability Insurance (Auto, Property, General)	\$9,442
1083	Other - Professional Liability	\$4,456
1084	Other - Administrative Overhead (11.5%)	\$242,412
FINANCIAL SERVICES TOTAL		\$256,310

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$75,488
1091	Translation Services	\$1,800
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$77,288

FIXED ASSETS:

2000	Computers & Software	\$7,000
2001	Furniture & Fixtures	\$3,000
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$10,000

TOTAL PROGRAM EXPENSES \$2,425,826

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	7,800	\$2.89	\$22,542
3200	Crisis Services	171,600	\$5.57	\$955,812
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	15,600	\$3.46	\$53,976
3700	Rehabilitation	0	\$0.00	\$0
3800	ICC	0	\$0.00	\$0
3900	IHBS	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		195,000		\$1,032,330
Estimated % of Clients that are Medi-Cal Beneficiaries				20.0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$206,466
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			85.00%	\$175,496

State M/Cal Share of Cost % (BH Realignment/EPSTD)		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$175,496
OTHER REVENUE:			
4100	Other - (Identify)		\$0
4200	Other - (Identify)		\$0
4300	Other - (Identify)		\$0
OTHER REVENUE TOTAL: MHSA Funds			\$0
MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:			
5000	Prevention & Early Intervention (PEI) Funds		\$2,250,330
5100	Community Services & Supports (CSS) Funds		\$0
5200	Innovation (INN) Funds		\$0
5300	Workforce Education & Training (WET) Funds		\$0
MHSA FUNDS TOTAL			\$2,250,330
TOTAL PROGRAM REVENUE			\$2,425,826

County of Fresno - Fresno Metro Crisis Intervention (CIT) Services
Kings View Corporation
FY 2021-2022

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Executive Director (Licensed)	0.02	\$3,350	\$3,350
0002	Director of Program Development (Licensed)	0.08	\$8,182	\$8,182
0003	Director of Clinical Operations	0.25		\$32,957
0004	CIT Program Manager	1.00		\$111,371
0005	UR Specialist	1.00	\$97,734	\$97,734
0006	Licensed Field Clinician	2.00		\$190,921
0007	Unlicensed Field Clinician	8.00		\$690,953
0008	Administrative Specialist	1.00	\$50,003	\$50,003
0009	Licensed Lead Field Clinician	2.00		\$195,467
0010	Fiscal Analyst	0.10	\$6,819	\$6,819
0011	CVSPH - Call Responder	1.00		\$35,273
0012	Per Diem Field Clinician (Licensed) 1,000 hours/year	0.00		\$45,895
SALARY TOTAL		16.45	\$166,088	\$1,302,837
PAYROLL TAXES:				
0031	FICA/MEDICARE		\$12,706	\$99,667
0032	SUI		\$1,661	\$13,028
PAYROLL TAX TOTAL			\$14,367	\$112,695
EMPLOYEE BENEFITS (22.45%):				
0040	Retirement		\$3,322	\$26,057
0041	Workers Compensation		\$6,644	\$52,113
0042	Health Insurance (medical, vision, life, dental)		\$29,895	\$234,511
EMPLOYEE BENEFITS TOTAL			\$39,861	\$312,681
SALARY & BENEFITS GRAND TOTAL				\$1,948,529
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building (Ashlan Avenue Building)			\$22,947
1010	Rent/Lease Building (F Street Building)			\$9,835
1011	Rent/Lease Equipment (Copier, Hub-Printer)			\$4,098
1012	Utilities			\$6,447
1013	Janitorial/Building			\$2,404
1015	Other - Vehicle Leasing (11 Vehicles)			\$44,220
FACILITY/EQUIPMENT TOTAL				\$89,951
OPERATING EXPENSES:				
1060	Telephone			\$16,008
1062	Postage			\$400
1063	Printing/Reproduction			\$1,600

1066	Office Supplies & Equipment	\$8,742
1069	Program Supplies	\$7,649
1072	Staff Mileage/vehicle maintenance	\$8,742
1074	Staff Training/Registration	\$10,000
1076	Data Lines (data drops, hub hookups, landline, Avatar)	\$22,292
1077	Other - Staff Uniforms/Miscellaneous	\$10,000
1078	Staff Recruitment/background checks	\$2,050
1079	Communications (cell phone & mobile internet)	\$16,000
OPERATING EXPENSES TOTAL		\$103,483

FINANCIAL SERVICES EXPENSES:

1082	Liability Insurance (Auto, Property, General)	\$9,725
1083	Other - Professional Liability	\$4,589
1084	Other - Administrative Overhead (11.5%)	\$249,214
FINANCIAL SERVICES TOTAL		\$263,528

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$77,606
1091	Translation Services	\$1,800
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$79,406

FIXED ASSETS:

2000	Computers & Software	\$6,000
2001	Furniture & Fixtures	\$3,000
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$9,000

TOTAL PROGRAM EXPENSES \$2,493,897

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	8,150	\$3.00	\$24,450
3200	Crisis Services	178,500	\$5.80	\$1,035,300
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	16,200	\$3.60	\$58,320
3700	Rehabilitation	0	\$0.00	\$0
3800	ICC	0	\$0.00	\$0
3900	IHBS	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		202,850		\$1,118,070
Estimated % of Clients that are Medi-Cal Beneficiaries				20.0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$223,614
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			85.00%	\$190,072

State M/Cal Share of Cost % (BH Realignment/EPSTD)		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$190,072
OTHER REVENUE:			
4100	Other - (Identify)		\$0
4200	Other - (Identify)		\$0
4300	Other - (Identify)		\$0
OTHER REVENUE TOTAL: MHSA Funds			\$0
MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:			
5000	Prevention & Early Intervention (PEI) Funds		\$2,303,825
5100	Community Services & Supports (CSS) Funds		\$0
5200	Innovation (INN) Funds		\$0
5300	Workforce Education & Training (WET) Funds		\$0
MHSA FUNDS TOTAL			\$2,303,825
TOTAL PROGRAM REVENUE			\$2,493,897

County of Fresno - Fresno Metro Crisis Intervention (CIT) Services
Kings View Corporation
FY 2022-2023

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Executive Director (Licensed)	0.02	\$3,451	\$3,451
0002	Director of Program Development (Licensed)	0.08	\$8,428	\$8,428
0003	Director of Clinical Operations	0.25		\$33,945
0004	CIT Program Manager	1.00		\$114,712
0005	UR Specialist	1.00	\$100,666	\$100,666
0006	Licensed Field Clinician	2.00		\$196,649
0007	Unlicensed Field Clinician	8.00		\$711,682
0008	Administrative Specialist	1.00	\$51,503	\$51,503
0009	Licensed Lead Field Clinician	2.00		\$201,331
0010	Fiscal Analyst	0.10	\$7,023	\$7,023
0011	CVSPH - Call Responder	1.00		\$36,331
0012	Per Diem Field Clinician (Licensed) 1,000 hours/year	0.00		\$47,271
SALARY TOTAL		16.45	\$171,071	\$1,341,921
PAYROLL TAXES:				
0031	FICA/MEDICARE		\$13,087	\$102,657
0032	SUI		\$1,711	\$13,419
PAYROLL TAX TOTAL			\$14,798	\$116,076
EMPLOYEE BENEFITS (22.45%):				
0040	Retirement		\$3,421	\$26,838
0041	Workers Compensation		\$6,843	\$53,677
0042	Health Insurance (medical, vision, life, dental)		\$30,793	\$241,546
EMPLOYEE BENEFITS TOTAL			\$41,057	\$322,061
SALARY & BENEFITS GRAND TOTAL				\$2,006,984
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building (Ashlan Avenue Building)			\$23,636
1010	Rent/Lease Building (F Street Building)			\$10,130
1011	Rent/Lease Equipment (Copier, Hub-Printer)			\$4,221
1012	Utilities			\$6,641
1013	Janitorial/Building			\$2,476
1015	Other -Vehicle Leasing (11 Vehicles)			\$44,220
FACILITY/EQUIPMENT TOTAL				\$91,324
OPERATING EXPENSES:				
1060	Telephone			\$16,489
1062	Postage			\$400
1063	Printing/Reproduction			\$1,600

1066	Office Supplies & Equipment	\$9,004
1069	Program Supplies	\$7,879
1072	Staff Mileage/vehicle maintenance	\$9,004
1074	Staff Training/Registration	\$10,000
1076	Data Lines (data drops, hub hookups, landline, Avatar)	\$22,960
1077	Other - Staff Uniforms/Miscellaneous	\$10,000
1078	Staff Recruitment/background checks	\$2,050
1079	Communications (cell phone & mobile internet)	\$16,000
OPERATING EXPENSES TOTAL		\$105,386

FINANCIAL SERVICES EXPENSES:

1082	Liability Insurance (Auto, Property, General)	\$10,017
1083	Other - Professional Liability	\$4,727
1084	Other - Administrative Overhead (11.5%)	\$256,247
FINANCIAL SERVICES TOTAL		\$270,991

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$79,795
1091	Translation Services	\$1,800
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$81,595

FIXED ASSETS:

2000	Computers & Software	\$5,000
2001	Furniture & Fixtures	\$3,000
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$8,000

TOTAL PROGRAM EXPENSES \$2,564,280

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000 Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100 Case Management	8,500	\$3.12	\$26,520
3200 Crisis Services	186,000	\$6.03	\$1,121,580
3300 Medication Support	0	\$0.00	\$0
3400 Collateral	0	\$0.00	\$0
3500 Plan Development	0	\$0.00	\$0
3600 Assessment	17,000	\$3.75	\$63,750
3700 Rehabilitation	0	\$0.00	\$0
3800 ICC	0	\$0.00	\$0
3900 IHBS	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals	211,500		\$1,211,850
Estimated % of Clients that are Medi-Cal Beneficiaries			20.0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$242,370
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		85.00%	\$206,015

State M/Cal Share of Cost % (BH Realignment/EPSDT)		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$206,015
OTHER REVENUE:			
4100	Other - (Identify)		\$0
4200	Other - (Identify)		\$0
4300	Other - (Identify)		\$0
OTHER REVENUE TOTAL: MHSA Funds			\$0
MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:			
5000	Prevention & Early Intervention (PEI) Funds		\$2,358,265
5100	Community Services & Supports (CSS) Funds		\$0
5200	Innovation (INN) Funds		\$0
5300	Workforce Education & Training (WET) Funds		\$0
MHSA FUNDS TOTAL			\$2,358,265
TOTAL PROGRAM REVENUE			\$2,564,280

Electronic Health Records Software Charges

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management.
CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

Description	Effective	Fee Per User	Est. Quantity of Users	Estimated Fee Per Fiscal Year	Estimated Fee Per Fiscal Year	Estimated Fee Per Fiscal Year	Estimated Fee Per Fiscal Year	Estimated Fee Per Fiscal Year
				FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
NetSmart Avatar Monthly Hosting Service (per named user per month)	07/01/2017	\$37.00	20	\$8,880	\$8,880	\$8,880	\$8,880	\$8,880
NetSmart Avatar Monthly Maintenance/License (per named user per month)	07/01/2017	\$14.00*	20	\$3,360	\$3,360	\$3,360	\$3,360	\$3,360
NetSmart Avatar Monthly Hosting Perceptive (per named user per month)	07/01/2017	\$4.66	20	\$1,119	\$1,119	\$1,119	\$1,119	\$1,119
Estimated Total Per Fiscal Year				\$13,359	\$13,359	\$13,359	\$13,359	\$13,359

*Monthly maintenance increases each FY on July 1st based upon the CPI rate.

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management.

Fresno County Mental Health Plan
Compliance Program

Policy and Procedure

Subject: **Code of Conduct**
Effective Date: **August 1, 2004**
Revision Date: **July 9, 2010**

POLICY:

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules, and guidelines that apply to its mental health operations and services. At the core of this commitment are Fresno County's employees, contractors (including contractor's employees/subcontractors), volunteers and students, also referred to as "Covered Persons", and the manner in which they conduct themselves. To assure that Fresno County's commitment is shared by all Covered Persons, this Code of Conduct (the "Code") has been established. All Covered Persons will be required to acknowledge and certify their compliance to this Code.

PURPOSE:

To provide specific conduct standards prescribed by the Fresno County Mental Health Plan Compliance Program. This Code of Conduct is maintained in addition to the County's Code of Ethics already in effect.

DEFINITIONS:

Covered Persons – All employees, contractors (including contractor's employees and subcontractors), volunteers and students working in behavioral/mental health programs.

Excluded Person – Any Covered Person who is or may become suspended, excluded, or ineligible from participation in any Federal healthcare program.

PROCEDURE:

1. A copy of the Code of Conduct (see **Attachment A**) will be provided to all Covered Persons at the time of their initial compliance training which must be provided within 30 business days of hire or contract effective date. This Code will also be provided during the annual General Compliance training or within 30 business days after any revision is finalized.
2. Upon initial receipt and review of the Code, Covered Persons shall certify their intention to abide by it by signing the Acknowledgement and Agreement form (see **Attachment B** for sample form). These signed forms will be retained by the Compliance Office. Covered Persons shall certify within 30 business days after distribution of a revised Code.
3. The Compliance Office will track these certifications and regularly report to the Compliance Committee and the Directors of the Departments of Behavioral Health and Public Health regarding progress towards 100% certification by all Covered Persons.
4. The Code will be prominently posted in all Fresno County and contractor mental health facilities and sites.
5. This Code is not intended to be an exhaustive list of all standards by which Covered Persons are to be governed. Rather, it is intended to convey the County's commitment to the high standards set forth by the County.

Fresno County Mental Health Plan – (Attachment A)
Compliance Program

CODE OF CONDUCT:

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of this Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

COMPLIANCE PROGRAM

Acknowledgment and Agreement – (Attachment B)

I hereby acknowledge that I have received, read and understand Fresno County's Code of Conduct, Code of Ethics (County employees only), and have received training and information on the Compliance Program and understand the contents thereof. I further acknowledge that I have received, read and understand the Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, Code of Ethics (County employees only) and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct, Code of Ethics (County employees only), 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 these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT ☐ JNP ☐ JRN ☐ LVN ☐ LPTDepartment: DBH: ☐ Adult MH ☐ Children MH ☐ Business Office/ISD ☐ Managed Care ☐ MHSA
☐ Public Health ☐ Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ____/____/____

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFTUnlicensed: ☐ Psychologist ☐ ASW ☐ IMF

Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ____/____/____

Phone: _____

Documentation Standards for Client Records

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

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

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

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

2. Timeliness/Frequency of Progress Notes:

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

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Administration

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

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

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

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

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

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

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

PROCEDURE:

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



Department of Behavioral Health Policy and Procedure Guide

Section: Administration

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

PROGRAM INFORMATION:

Program Title: Click here to enter text.
Program Description: Click here to enter text.

Provider: Click here to enter text.
MHP Work Plan: Choose an item.
 Choose an item.
 Choose an item.

Age Group Served 1: ADULT
Age Group Served 2: Choose an item.
Funding Source 1: Choose an item.
Funding Source 2: Choose an item.

Dates Of Operation: Click here to enter text.
Reporting Period: Choose an item.
Funding Source 3: Choose an item.
Other Funding: Click here to enter text.

FISCAL INFORMATION:

Program Budget Amount: Click here to enter text.
Number of Unique Clients Served During Time Period: 0
Number of Services Rendered During Time Period: Click here to enter text.
Actual Cost Per Client: 0

Program Actual Amount: 0

CONTRACT INFORMATION:

Program Type:
Contract Term: Click here to enter text.

Type of Program:
For Other: Click here to enter text.
Renewal Date: Click here to enter text.

Level of Care Information Age 18 & Over: Choose an item.

Level of Care Information Age 0- 17: Choose an item.

TARGET POPULATION INFORMATION:

Target Population: Click here to enter text.

CORE CONCEPTS:

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

Please select core concepts embedded in services/ program:

(May select more than one)

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Please describe how the selected concept (s) embedded :

Click here to enter text.

PROGRAM OUTCOME & GOALS

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder
- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

Click here to enter text.

DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

Outcomes Analysis

Attachment C

Name of Program:[Click here to enter text.](#)**What is the Program/Contract Goals?**[Click here to enter text.](#)**Program Type:** _____**Type of Program:** [Other, please specify below](#)**Other:** [Click here to enter text.](#)**CLINICAL INFORMATION:****Does the Program Utilize Any of the Following?** *(May select more than one)*[Evidence Informed Practice](#)[Best Practice](#)[Evidence Based Practice](#)**Other:** [Click here to enter text.](#)**Please Describe:** [Click here to enter text.](#)**OUTCOMES****What Outcome Measures Are Being Used?** [Click here to enter text.](#)**What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness?** [Click here to enter text.](#)**Describe the Program's [analysis](#) (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.):** [Click here to enter text.](#)**What Barriers Prevent the Program from Achieving Better Outcomes?** [Click here to enter text.](#)**What Changes to the Program Would You Recommend to Improve the outcomes ?** [Click here to enter text.](#)**For Committee Use Only:****Recommendations:** [do include a conclusion and a to-do list with action items](#)[Click here to enter text.](#)

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was

employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body

which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities.

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

- Incident Report should be sent to:

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

Fresno County Department of Behavioral Health-Incident Report

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

Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.

Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: ☐ Male ☐ Female

County of Origin: Click or tap here to enter text.

Name of Reporting Party: Click or tap here to enter text.

Name of Facility: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Facility Phone Number: Click or tap here to enter text.

Incident (check all that apply)

☐ Homicide/Homicide Attempt ☐ Attempted Suicide (resulting in serious injury) ☐ Death of Client ☐ Medical Emergency

☐ Injury (self-inflicted or by accident) ☐ Violence/Abuse/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.

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.

Vendor:				Contract#		Contact Person			Contact#			
Fixed Asset and Sensitive Item Tracking												
Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
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22												
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24												
25												
Date Received:												

Example

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item.	Required
b	Make/ Brand	Identify the company that manufactured the item.	Required
c	Model	Identify the model number for the item if applicable.	Conditional
d	Serial #	Identify the serial number for the item if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item.	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item.	Required
i	Purchase Date	Indicate the date the agency purchased the item.	Required
j	Location	Indicate the physical location of the item.	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item.	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

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.

Bibliography:

- Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: <http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf>
- Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
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- National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: <http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?vl=1&vlid=33&ID=286>
- U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
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- U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from <http://minorityhealth.hhs.gov/npa>
- World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/

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? | ☐ | ☐ |
| 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? | ☐ | ☐ |
| 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) | ☐ | ☐ |

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

NAME	ADDRESS	EIN

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
 ☐ Unincorporated Associations ☐ Other (specify) _____
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐
If yes, when? _____

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

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

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

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

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

Signature:

(Printed Name & Title)

Date:

(Name of Agency or
Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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